

TERM DEPOSIT ACCOUNT – TERMS AND CONDITIONS

These Terms and Conditions govern the use of Term Deposit Accounts opened and held by APS Bank plc. It is important that the Account Holder carefully reads and understands these Terms and Conditions.

In these Terms & Conditions, unless the context otherwise indicates, the following expressions shall have the meanings ascribed below:

- **“Account”** means the Term Deposit Account maintained by the Bank in the name of the Account Holder;
- **“Account Holder”** means the customer in whose name the Bank maintains the Account;
- **“APS 365 Online”** means the service provided by the Bank through internet whereby the Account Holder can carry out certain banking transactions on the Account, that once effected, shall be legally binding, and which service is subject to all terms and conditions then in force that are applicable to that service;
- **“Bank”** means APS Bank plc, (C 2192) having its registered address at APS Centre, Tower Street, Birkirkara BKR 4012, Malta and all its assignees and successors in title;
- **“Cleared Funds”** means funds that are immediately available to be used by the customer;
- **“Contract Note”** means a note evidencing the financial transaction, Maturity Date and including certain terms and conditions governing the Account;
- **“Grace Period”** means the ten (10) day period from Maturity Date;
- **“Interest”** means the rates of interest applicable on balances in the Account on date of opening/renewal. The Interest Rate Table is published by the Bank from time to time and is available upon request or can be viewed on www.apsbank.com.mt;
- **“Joint Account Holders”** means two or more Account Holders in whose joint names the Bank maintains the Account;
- **“Term”** means the contracted period of time of the Account;
- **“Maturity Date”** means the date when the Term of the Account ends.

In these Terms and Conditions any word or term importing the masculine gender shall include the feminine and neutral gender, any words in the singular shall include the plural and words in the plural shall include the singular.

1. THE ACCOUNT:

- 1.1 The Account may be opened by both residents and non-residents. Account Holders who are physical persons shall be at least eighteen (18) years old.
- 1.2 The Account may be opened in Euro or any other currency acceptable to the Bank.
- 1.3 The duration of the Account is normally between one (1) and sixty (60) months although the Bank reserves the right to issue other products that their duration is not necessarily between one (1) and sixty (60) months.
- 1.4 The minimum initial amount of an Account is €1,200. There is no maximum amount.
- 1.5 Applications for the opening of an Account are subject to the Bank obtaining such information and documentation on the Account Holder and his activities as the Bank may deem necessary. The Bank retains the right to decline any such application.
- 1.6 Unless advised otherwise, the Bank will charge Withholding Tax, at a rate fixed by the authorities. Withholding Tax is deducted only from those Accounts held in the name of residents of Malta.
- 1.7 A Contract Note will be issued and mailed to the Account Holder's address on:
 - A. First deposit.
 - B. Every time after it is renewed for another Term.

The Bank reserves the right not to send any Contract Note. In the case of joint accounts, only one (1) Contract Note will be mailed.

- 1.8 Any communication by the Bank shall be mailed at the address provided by the Account Holder. The Account Holder must immediately notify the Bank in writing of any change of mailing address. The Bank does not assume any responsibility for communications which fail to reach the Account Holder and it shall be deemed that any such communication shall have been received by the Account Holder if mailed at the mailing address communicated by the Account Holder as per above.
- 1.9 In the absence of specific instructions from the Account Holder, the balance on the Account will be renewed automatically for a further Term at the rate and on the conditions prevailing at Maturity Date.
- 1.10 The Account Holder can make a one-time increase and / or decrease in capital within the ten (10) days Grace Period from Maturity Date.
- 1.11 The Account Holder can change renewal instructions any time during the duration of the term up to six (6) days before Maturity Date of the Account.
- 1.12 No transactions may be effected on the Account during the Term, except in exceptional circumstances and always at the Bank's sole discretion.
- 1.13 Where the Bank permits partial or complete breaking of the Account, the Account Holder will lose all rights for any interest accrued and / or paid on the Account. Any funds which are not withdrawn will be treated as a new Account starting from the date when the Account was broken, and will be subject to the conditions and interest rates prevailing on that date.
- 1.14 The Bank reserves the right to close the Account at any time if there is a valid reason for doing so. The Bank undertakes to give the Account Holder reasonable notice of such closure. In addition, the Bank may refuse to carry out a transaction or immediately terminate a transaction or reverse a transaction, in whole or in part, if the Bank reasonably believes that the transaction is invalid, in any manner fraudulent or illegal or made in bad faith or that it has not been carried out by the Account Holder or if the Account Holder has not acted in accordance with these Terms and Conditions or for any other justifiable reason. The Bank undertakes to inform the Account Holder of the said refusal, termination or reversal.
- 1.15 The Account is not transferable.

2. TRANSACTIONS ON THE ACCOUNT:

- 2.1 Transactions on and notices to the Account may be carried out:
 - A. At the Bank's branches and agencies. (Agencies accept only non-cash transactions).
 - B. Through APS 365 Online. (Currently opening of Account only)
- 2.2 Only Cleared Funds can be deposited in the Account.

3. CHANGING THESE TERMS AND CONDITIONS:

- 3.1 The Bank may change these Terms and Conditions, including the Tariff of Charges and Interest Rate Table, by introducing new ones, at its sole discretion.

3.2 Without prejudice to the generality of Clause 3.1 above, the circumstances when the Bank may vary these Terms and Conditions include:

- A. Changes in market conditions or in banking practice.
- B. Changes in costs to the Bank.
- C. If the Account Holder is in breach of any of these Terms and Conditions.
- D. Changes in the law and / or a decision or recommendation of a court, regulator or similar body.
- E. The introduction of new or improved products, systems, methods of operation, technology, alternative delivery channels, services or facilities.
- F. Merging with or the acquisition of the business of another bank or organisation offering similar services.
- G. Changes imposed or requested by any Payment System.
- H. Any event occurs or circumstances arise that may reasonably affect the performance by the Account Holder of all or any of the obligations under these Terms and Conditions.

3.3 The Account Holder can close the Account, on Maturity Date, if he does not like any change effected by the Bank.

4. ACCOUNT PROMOTION:

4.1 The Bank may promote this product selectively and at its complete discretion.

5. ACCOUNT HOLDER'S PERSONAL INFORMATION:

5.1 The Bank will treat all the Account Holder's personal information that is necessary for the provision of this service as private and confidential, even when he is no longer a customer and nothing about the Account Holder's relationship with the Bank or his name and address will be disclosed to anyone, except with the Account Holder's consent or if required by local law.

5.2 Information about the Account Holder and his Account may be put onto the Bank's database and used, analysed and assessed by the Bank to provide the Account Holder with a better service. Apart from the Bank, this information, including the nature of the Account Holder's transactions, will be disclosed to third parties in order to provide the Account Holder with the service applied for, for marketing purposes, for the purpose of fraud prevention, for audit and debt collection and to enable services to be processed for the Bank in Malta and abroad.

5.3 The Bank aims to keep the Account Holder's information up to date. The Bank may use third parties to process information on its behalf and in all processing of information, the Account Holder's information will be protected by strict codes of secrecy and security to which the Bank, all its staff and third parties are subject to and will only be used in accordance with the Bank's instructions.

5.4 The Bank may also disclose information about the Account Holder and the conduct of the Account to any person to whom the Bank transfers its rights and obligations under these Terms and Conditions.

5.5 If the Account Holder does not want to be contacted for marketing purposes, he should inform the Bank in writing and, unless the Bank receives such written objection, it is presumed that he is authorising the Bank to inform him about services and products that may interest him, by phone, post or any other means.

5.6 Under Data Protection legislation, the Account Holder can ask in writing for a copy of certain personal records the Bank holds about him. The Account Holder also has the right to request rectification, blocking or erasing of such personal data that has not been processed in accordance with such legislation.

5.7 The Bank may monitor or record the Account Holder's telephone calls with the Bank in order to ensure that his instructions are accurately carried out, to help the Bank to continually improve its service and to improve security. In the interest of security the Bank may use CCTV recording equipment in and around its premises.

5.8 When considering applications, the Bank may use credit-scoring methods. It may also search the Electoral Register and carry out identity checks. The Bank may also request information on the Account Holder from credit reference agencies, and use any of this information for identification purposes, debt tracing and the prevention of money laundering as well as the management of the Account. The records will also be used for statistical analysis about credit, insurance and fraud.

6. FEES AND TARIFFS:

6.1 All the required information relating to charges, fees, commissions and interest can be viewed from the Tariff of Charges and the Interest Rate Table published on www.apsbank.com.mt

7. INTEREST RATES AND PAYMENT OF INTEREST:

7.1 All the required information relating to interests can be viewed from the Interest Rate Table published on www.apsbank.com.mt.

7.2 Interest will be paid at the rate shown on the Contract Note. For Accounts having a term of less than twelve (12) months, interest will be paid on maturity date. Accounts having a term between twelve (12) and sixty (60) months, interest will be paid annually or as otherwise agreed. Nonetheless the Bank reserves the right to issue Accounts with different interest payment frequencies.

7.3 The Bank may offer special interest rates currently for balances of over €40,000. Any special interest rates granted by the Bank are only valid for the period of the Term it has specifically been granted for. Upon expiry of this Term the interest rate applicable as per Interest Rate Table, applies. Any request for a special rate upon renewal of Term must be done by not later than the expiry of the Grace Period.

7.4 Interest is paid according to Account Holder's instructions either:

- A. Deposited into a Customer's savings or current account held with the Bank in the same currency of the Account. Or
- B. Added to existing capital of the Account.

8. JOINT ACCOUNTS:

8.1 Until and unless the Bank receives notice to the contrary, when an Account is in joint names, it may issue a renewal Contract Note to any one of the joint Account Holders, provided he can solely operate the Account in terms of the relevant mandate instructions and all these Terms and Conditions shall apply.

8.2 Each joint Account Holder is jointly and individually responsible for any transaction effected on the Account and for complying with these Terms and Conditions.

8.3 By signing these Terms and Conditions, each and every joint Account Holder agrees that when Contract Note/s or other notice/s are sent by the Bank, no more than one copy is necessary and that these are sent to the mailing address given by the Account Holders.

9. NON-PHYSICAL ACCOUNT HOLDERS:

9.1 Where the Account Holder is not a physical person, Clause 8.1 shall apply. So however that references to the 'joint Account Holder/s' shall be construed as references to the authorised signatories.

9.2 The other provisions of these Terms and Conditions shall apply accordingly.

10. GENERAL:

10.1 The Account Holder is to pay all charges, fees, and commissions together with any costs that the Bank may incur and impose whenever the Account Holder breaches any of these Terms and Conditions.

10.2 The Bank may transfer all or any of its rights and / or obligations to a person that it reasonably considers capable of performing them. References to the 'Bank' in these Terms and Conditions should then be read as references to the person to whom any relevant rights and / or obligations were transferred. The Account Holder may not assign or transfer any of his rights and / or obligations under these Terms and Conditions

10.3 The Bank may on occasion, at its discretion and without prejudice to any of its rights, acquired or not:

- A. Allow the Account Holder extra time to comply with his obligations.
- B. Decide not to exercise any or all of its rights.
- C. Extend the period for which any preferential terms and conditions may apply.

Where the Bank refrains from exercising any of its rights, any such conduct should not be deemed as being tantamount to a renunciation of such rights which it may exercise at any time as allowed by law.

10.4 The Bank shall not be liable for any loss occasioned to the Account Holder due to any failure or delay caused by strikes, industrial action, failure of power supply or equipment, or any other causes beyond the Bank's reasonable control and any instance of force majeure.

10.5 If the Bank does not deliver the standard of service expected by the Account Holder, or if the Account Holder believes that the Bank has made a mistake, the Account Holder is invited to inform the Bank accordingly. The Bank will then investigate and, where appropriate and necessary, take immediate action to rectify the situation. The Bank also promises to take the necessary steps to prevent a recurrence

10.6 Complaints are to be made verbally or in writing to the appropriate branch manager or by phoning the Customer Support Centre on Telephone Number 2122 6644 or write to the manager on csc@apsbank.com.mt. The Bank will investigate and, where appropriate and necessary, take immediate action to rectify the situation. All complaints will be acknowledged and the Account Holder will be informed accordingly of the investigation's outcome. In the event that the Account Holder is dissatisfied with the outcome of the Bank's investigations, he may direct his complaint in writing to the Office of the Arbiter for Financial Services, 1st Floor St Calcedonius Square, Floriana FRN 1530, Malta. The Office may also be contacted by using Freephone 80072366 or +356 21249245.

10.7 The Account Holder is bound by these Terms and Conditions both when:

- A. Applying in person at one of the Bank's branches or agencies. In such a case, the applicant may be requested to sign a hard copy of these Terms and Conditions for retention by the Bank.
- B. Applying through the APS 365 Online. In such a case, the Account Holder has to agree that he has read, understood and accepted these Terms and Conditions, even if they are only provided in electronic format. Nonetheless, the printing and retention of these Terms and Conditions is recommended for future reference.

10.8 These Terms and Conditions are governed by Maltese Law and the Parties submit to the exclusive jurisdiction of the Courts of the Maltese Islands.

10.9 The Bank reserves the right to lay down further conditions and / or to amend these Terms and Conditions (including the Tariff of Charges, Cut-Off-Time Table and Interest Rate Table) for any reason whatsoever. Reasonable notice thereof shall be given.

10.10 The Bank is a participant in the Depositor Compensation Scheme in Malta, established in terms of Legal Notice 383 of 2015. Subject to the conditions imposed by the said Legal Notice, all deposit accounts held with the Bank are guaranteed up to a maximum of €100,000. More information on this Scheme and on eligibility can be obtained from <https://www.apsbank.com.mt/DCS> and the Information Sheet attached.

I / We, the undersigned, do hereby declare that I / W e have been provided with a copy of the Term Deposit Account – Terms and Conditions issued by APS Bank plc and that I / We have read, understood and agree to the same.

Signature / s

Date

Name / s and Surname / s

These Terms and Conditions have been issued by APS Bank plc (C2192) which operates from APS Centre, Tower Street, Birkirkara BKR4012, Malta. APS Bank plc is licensed as a credit institution by the Malta Financial Services Authority and is authorised to provide payment services. Copies of any terms & conditions are available from any branch or agency of APS Bank plc or may be downloaded from www.apsbank.com.mt.

TERMINI U KUNDIZZJONIJIET għall- **KONT TA' DEPOŻITU FISS** (TERM DEPOSIT ACCOUNT)

Dawn it-termini u kundizzjonijiet jirregolaw l-użu ta' Kont ta' Depożitu Fiss miftuħ u miżmum mal-APS Bank plc.

Huwa importanti li d-Detentur tal-Kont jaqra dawn it-Termini u Kundizzjonijiet bl-attenzjoni u jifhimhom sew.

F'dawn it-Termini u Kundizzjonijiet, fejn il-kuntest ma jindikax mod ieħor, l-espressjonijiet li ġejjin għandhom it-tifsira mogħtija lilhom hawn taħt:

- **"APS 365 Online"** tfisser is-servizz li l-Bank jipprovdi permezz tal-Internet illi bih id-Detentur tal-Kont jista' jwettaq ċerti tranżazzjonijiet bankarji fuq il-Kont illi, darba magħmulin, ikunu jorbtu legalment, u liema servizz ikun soġġett għat-termini u kundizzjonijiet kollha li jkunu in forza u applikabbli għalih dakinhar li jintuża;
- **"Bank"** tfisser l-APS Bank plc, (C 2192) li għandu l-uffiċċju registrat f' APS Centre, Triq it-Torri, Birkirkara BKR 4012, Malta u ċ-ċessjonarji u s-suċċessuri kollha tiegħu b'titlu;
- **"Data tal-Maturità"** tfisser id-data meta jagħlaq it-Terminu tal-Kont;
- **"Detentur tal-Kont"** tfisser il-klijent li f'ismu huwa miżmum il-Kont mill-Bank;
- **"Detenturi ta' Kont Kongunt"** tfisser żewġ Detenturi jew aktar ta' Kont li l-Bank iżomm fl-ismijiet kongunti tagħhom;
- **"Fondi Kklerjati"** tfisser fondi li huma disponibbli minnufih biex jintużaw mill-klijent;
- **"Kont"** tfisser il-Kont ta' Depożitu Fiss miżmum mill-Bank f'isem id-Detentur tal-Kont;
- **"Mgħax"** tfisser ir-rati tal-Imgħax li japplikaw fuq il-bilanċi fil-Kont fid-data tal-ftuħ jew ta' tiġdid. Minn żmien għal żmien il-Bank jippubblika t-Tabella tar-Rati tal-Imgħax u jqeghedha għad-dispożizzjoni ta' min jitlobha jew min irid jaraha fuq is-sit elettroniku www.apsbank.com.mt;
- **"Nota ta' Kuntratt"** tfisser nota li turi t-tranżazzjoni finanzjarja u d-data tal-maturità u li tinkludi ċerti termini u kundizzjonijiet li jirregolaw il-Kont;
- **"Perijodu ta' Grazzja"** tfisser il-perijodu ta' għaxart (10) ijiem mid-Data tal-Maturità;
- **"Terminu"** tfisser it-tul ta' żmien miftiehem tal-Kont.

F'dawn it-Termini u Kundizzjonijiet kliem jew termini li jimportaw il-ġeneru maskil jinkludu wkoll il-ġeneru femminil u dak newtru, u l-kliem miktubin fis-singular jinkludu l-plural u dawk fil-plural jinkludu s-singular.

1. IL-KONT:

- 1.1 Kont jista' jinfetaħ sew minn persuni residenti kemm minn dawk li mhumiex. Detenturi ta' Kont li huma persuni fiżiċi jridu jkunu għalqu t-tmintax-il (18-il) sena.
- 1.2 Il-Kont jista' jinfetaħ fl-ewro jew fi kwalunkwe munita oħra aċċettabbli għall-Bank.
- 1.3 It-Terminu tal-Kont normalment ikun ta' bejn xahar wieħed (1) u sittin (60) xahar, għalkemm il-Bank jirriżerva d-dritt li joħroġ prodott oħra li t-Terminu tagħhom ma jkunx neċessarjament ta' bejn xahar wieħed (1) u sittin (60) xahar.
- 1.4 Id-depożitu minimu biex jinfetaħ Kont huwa ta' €1,200. Ma hemm ebda limitu massimu ta' kemm jista' jkun fih il-Kont.
- 1.5 Meta ssir applikazzjoni għall-ftuħ ta' Kont il-Bank jista' jitlob u / jew jiġbor dik l-informazzjoni u dokumentazzjoni fuq id-Detentur tal-Kont u l-attivitatijiet tiegħu li l-Bank jidhirlu neċessarja. Il-Bank iżomm id-dritt li jirrifjuta kwalunkwe applikazzjoni.
- 1.6 Sakemm ma jkunx ġie avżat mod ieħor, il-Bank iżomm it-Taxxa Finali fuq l-Imgħaxijiet, skont ir-rata f'fissata mill-awtoritajiet. It-Taxxa Finali fuq l-Imgħaxijiet tinqata' biss minn dawk il-Kontijiet miżmuma f'isem persuni residenti ta' Malta.
- 1.7 Tinħareġ Nota ta' Kuntratt, u din tintbagħat bil-posta fl-indirizz tad-Detentur tal-Kont
 - A. Meta jsir l-ewwel depożitu.
 - B. Kull meta l-Kont jiġġedded għal Terminu ieħor.

Il-Bank jirriżerva d-dritt li ma jibgħatx Nota ta' Kuntratt. Fil-każ ta' kontijiet kongunti tintbagħat Nota ta' Kuntratt waħda (1) biss.

- 1.8 Kull komunikazzjoni mill-Bank tintbagħat bil-posta fl-indirizz ipprovdut mid-Detentur tal-Kont. Id-Detentur tal-Kont għandu javża lill-Bank minnufih bil-miktub jekk ikun hemm xi tibdil fl-indirizz postali. Il-Bank ma jassumi ebda responsabbiltà għall-komunikazzjonijiet li ma jaslux għand id-Detentur tal-Kont, u l-preżunzjoni tkun li d-Detentur tal-Kont ikun irċieva kull komunikazzjoni mibgħuta fl-indirizz postali li hu jkun ikkomunika lill-Bank, kif imsemmi hawn fuq.
- 1.9 Fin-nuqqas ta' istruzzjonijiet speċifiċi mid-Detentur tal-Kont, il-bilanċ fil-Kont jiġġedded awtomatikament għal Terminu ieħor bir-rata u bil-kundizzjonijiet li jkunu jipprevalu fid-Data tal-Maturità.
- 1.10 Id-Detentur tal-Kont jista' jagħmel zieda jew tnaqqis ta' darba fil-kapital fiż-żmien ta' għaxart (10) ijiem Perijodu ta' Grazzja mid-Data tal-Maturità.
- 1.11 Id-Detentur tal-Kont jista' jibdel l-istruzzjonijiet ta' tiġdid meta jrid matul it-Terminu sa sitt (6) ijiem qabel id-Data tal-Maturità tal-Kont.
- 1.12 Matul it-Terminu ma tkun tista' ssir ebda tranżazzjoni fuq il-Kont flief f'ċirkostanzi eċċezzjonali u dejjem unikament fid-diskrezzjoni tal-Bank.
- 1.13 Fejn il-Bank jippermetti li l-bilanċ jingibed, parzjalment jew totalment, qabel jiskadi t-Terminu, id-Detentur tal-Kont jitlef id-drittijiet kollha għal xi mgħaxijiet miġmugħa u / jew imħallsa fuq il-Kont. Fejn tingibed biss parti mill-fondi, il-parti li jibqa' tiġi ttrattata bħala Kont ġdid li jibda mid-data ta' dak il-gbid u jkun soġġett għall-kundizzjonijiet u r-rati tal-Imgħax li jkunu jipprevalu f'dik id-data.
- 1.14 Il-Bank jirriżerva d-dritt li jagħlaq il-Kont, ikun meta jkun, jekk ikun hemm raġuni valida biex jagħmel hekk. Il-Bank jikkommetti ruħu li javża lid-Detentur tal-Kont raġonevolment bil-quddiem li jkun se jagħlaq il-Kont. Inoltré, il-Bank jista' jirrifjuta li jeżegwixxi xi tranżazzjoni jew jista' minnufih jittermina tranżazzjoni jew iregġgħha lura, totalment jew in parti, jekk il-Bank ikollu raġuni biżżejjed biex jemmen li t-tranżazzjoni hija invalida, jew b'xi mod qarrieqa jew illegali jew magħmula in malafede jew li ma saritx mid-Detentur tal-Kont jew jekk id-Detentur tal-Kont ma jkunx aġixxa skont dawn it-Termini u Kundizzjonijiet jew għal kwalunkwe raġuni oħra gustifikabbli. Il-Bank jikkommetti ruħu li jinforma lid-Detentur tal-Kont b'tali rifjut, terminazzjoni jew treġġiġh lura.
- 1.15 Il-Kont mhuwiex trasferibbli.

2. TRANŻAZZJONIJIET FUQ IL-KONT:

- 2.1 It-tranżazzjonijiet fuq il-Kont u avvizi għall-Kont jistgħu jsiru:
 - A. Fil-fergħat u l-aġenziji tal-Bank (L-aġenziji jaċċettaw biss tranżazzjonijiet li ma jinvolvox flus kontanti).

- B. Permezz tal-APS 365 Online. (Bħalissa jista' jsir biss ftuħ ta' Kont).
2.2 Fil-Kont jistgħu jiġu depożitati biss Fondi Kklerjati.

3. TIBDIL F'DAWN IT-TERMINI U KUNDIZZJONIJIET:

- 3.1 Il-Bank jista' jibdel dawn it-Termini u Kundizzjonijiet, inklużi t-Tariffa tad-Drittijiet u t-Tabella tar-Rati tal-Imghax, billi jdaħħal oħrajn ġodda, unikament fid-diskrezzjoni tiegħu.
- 3.2 Mingħajr preġudizzju għall-ġeneralità tad-dispożizzjonijiet tal-Klawsola 3.1 hawn fuq, iċ-ċirkostanzi meta l-Bank jista' jvarja dawn it-Termini u Kundizzjonijiet jinkludu:
- A. Tbidil fil-kundizzjonijiet tas-suq jew fil-prattika bankarja.
 - B. Tbidil fil-kosti tal-Bank.
 - C. If Jekk id-Detentur tal-Kont ikun fi ksar ta' xi waħda minn dawn it-Termini u Kundizzjonijiet.
 - D. Tbidil fil-ligi u / jew xi deċiżjoni jew rakkomandazzjoni ta' xi qorti, regolatur jew korp simili.
 - E. L-introduzzjoni ta' prodotti, sistemi, metodi tal-operat, teknoloġija, mezzi alternattivi ta' qadi, servizzi u faċilitajiet ġodda jew imtejba.
 - F. L-amalgamazzjoni man-negozju, jew l-akkwiżizzjoni tan-negozju, ta' bank ieħor jew organizzazzjoni oħra li toffri servizzi simili.
 - G. Tbidil impost jew mitlub minn xi Sistema ta' Pagament.
 - H. Xi avveniment jew ċirkostanzi li jinqalgħu li jistgħu raġonevolment jeffettwaw il-mod kif id-Detentur tal-Kont iwettaq l-obbligi, wieħed jew uħud jew kollha, li għandu taħt dawn it-Termini u Kundizzjonijiet.
- 3.3 Id-Detentur tal-Kont jista' jagħlaq il-Kont, fid-Data tal-Maturità, jekk xi tbidil li jkun għamel il-Bank ma jkunx jostgħu.

4. PROMOZZJONI TAL-PRODOTT:

- 4.1 Il-Bank jista' jipromwovi dan il-prodott b'mod selettiv u kompletament fid-diskrezzjoni tiegħu.

5. L-INFORMAZZJONI PERSONALI TAD-DETENTUR TAL-KONT:

- 5.1 Il-Bank jitratta l-informazzjoni personali kollha dwar id-Detentur tal-Kont li tkun meħtieġa biex jingħata dan is-servizz bħala privata u kunfidenzjali, anke meta d-Detentur tal-Kont ma jibqax klijent tal-Bank, u ma jiżvela lil hadd ebda informazzjoni dwar ir-relazzjoni tad-Detentur tal-Kont mal-Bank, jew ismu jew l-indirizz tiegħu, jekk mhux bil-kunsens tad-Detentur tal-Kont jew għax meħtieġ mil-ligi lokali.
- 5.2 L-informazzjoni dwar id-Detentur tal-Kont u l-Kont tiegħu tista' titqiegħed fuq id-database tal-Bank u tkun użata, analizzata u evalwata mill-Bank biex ikun jista' jagħti servizz aħjar lid-Detentur tal-Kont. Barra l-Bank, din l-informazzjoni, inkluża n-natura tat-tranzazzjonijiet tad-Detentur tal-Kont, tkun żvelata lil terzi persuni sabiex id-Detentur tal-Kont ikun jista' jingħata s-servizz mitlub, u għal għanijiet ta' marketing, ta' prevenzjoni ta' frodi, ta' verifika u ta' ġbir ta' djun, u biex ikun possibbli li jkun processati servizzi għall-Bank f'Malta u barra.
- 5.3 Il-Bank ifittex li jzomm l-informazzjoni dwar id-Detentur tal-Kont aġġornata. Il-Bank jista' juża lil terzi persuni biex jiprocessaw informazzjoni għalih, u fl-iprocessar kollu tagħha l-informazzjoni dwar id-Detentur tal-Kont tkun protetta skont kodiċi stretti ta' segretezza u sigurtà li għalihom il-Bank, l-impjegati kollha tiegħu u t-terzi persuni jkun soġġetti, u tkun użata biss skont l-istruzzjonijiet mogħtija mill-Bank.
- 5.4 Il-Bank jista' wkoll jiżvela informazzjoni dwar id-Detentur tal-Kont u t-tħaddim tal-Kont lil kull persuna li lilha l-Bank jitransferixxi d-drittijiet u l-obbligi tiegħu taħt dawn it-Termini u Kundizzjonijiet.
- 5.5 Jekk id-Detentur tal-Kont ma jkunx jixtieq li jiġi kkuntattjat għall-finijiet ta' marketing hu għandu javeva lill-Bank b'dan bil-miktub, u sakemm il-Bank ma jirrevidi tali oġġezzjoni bil-miktub id-Detentur tal-Kont jiqies li jkun awtorizza lill-Bank biex jinformat, bit-telefon, bil-posta jew b'mezzi oħra, dwar servizzi u prodotti li jistgħu jinteressawh.
- 5.6 Skond il-legislazzjoni dwar il-Protezzjoni tad-Data, id-Detentur tal-Kont jista' jitlob bil-miktub għal kopja ta' ċerta informazzjoni personali li l-Bank ikun qed iżomm dwaru. Id-Detentur tal-Kont għandu wkoll id-dritt li jitlob rettifika, blokkar jew tħassir ta' tali informazzjoni personali li ma tkunx għet ipprocessata b'konformità ma' dik il-legislazzjoni.
- 5.7 Il-Bank jista' jimmonitorja jew jirreġistra t-telefonati bejn id-Detentur tal-Kont u l-Bank sabiex jassigura li l-istruzzjonijiet tad-Detentur tal-Kont ikunu eżegwiti bil-preciz, ikun jista' aħjar itejjeb kontinwament is-servizzi tiegħu u jtejjeb is-sigurtà. Fl-interess tas-sigurtà l-Bank jista' jagħmel użu minn apparat ta' reġistrazzjoni bis-CCTV sew fil-bini tiegħu kemm madwaru.
- 5.8 Meta jikkunsidra l-applikazzjonijiet, il-Bank jista' juża metodi ta' punteġġ ta' kreditu. Jista' wkoll ifittex fir-Reġistru Elettorali jew jagħmel verifiki dwar l-identità. Jista' wkoll jitlob informazzjoni dwar id-Detentur tal-Kont minn għand aġenziji li jipprovdu referenzi ta' kreditu, u juża din l-informazzjoni jew partijiet minnha għall-finijiet ta' identifikazzjoni, rintraċċar ta' debiti u prevenzjoni ta' hażil ta' flus kif ukoll għal amministrazzjoni tal-Kont. L-informazzjoni li jkollu l-Bank tintuża wkoll għall-analizi statistika dwar kreditu, assigurazzjoni u frodi.

6. DRITTIJIET U TARIFFI:

- 6.1 L-informazzjoni kollha meħtieġa dwar tariffi, drittijiet, kummissjonijiet u mgħaxxijiet tinstab fit-Tariffa tad-Drittijiet u t-Tabella tar-Rati tal-Imghax li hemm ippubblikati fuq is-sit elettroniku www.apsbank.com.mt.

7. IR-RATI U L-FLAS TAL-IMGHAX:

- 7.1 L-informazzjoni kollha meħtieġa għar-rigward tal-imgħaxxijiet tinstab fit-Tabella tar-Rati tal-Imghax li hemm ippubblikata fuq is-sit elettroniku www.apsbank.com.mt.
- 7.2 L-imgħax jithallas bir-rata murija fuq in-Nota ta' Kuntratt. Għal dawk il-Kontijiet li jkollhom terminu ta' inqas minn tnax-il (12-il) xahar, l-imgħax jithallas fid-data tal-maturità. Għal dawk il-Kontijiet li jkollhom terminu ta' bejn tnax-il (12-il) xahar u sittin (60) xahar, l-imgħax jithallas darba fis-sena jew mod ieħor skont kif miftiehem. B'danakollu l-Bank jirrizerva d-dritt li joħroġ Kontijiet li l-frekwenza tal-flas tal-imgħax tagħhom tkun differenti.
- 7.3 Il-Bank jista' joffri rati tal-imgħax speċjali għal bilanċi li jaqzbu l-€40,000. Kwalunkwe rata speċjali li jagħti l-Bank tkun tgħodd biss għall-perjodu tat-Terminu li għalih tkun ingħatat speċifikament. Malli jiskadi dak it-Terminu r-rata tal-imgħax li tkun tapplika tkun dik applikabbli skont it-Tabella tar-Rati tal-Imghax. Kull talba biex tingħata rata speċjali meta Kont jiġġedded għandha ssir mhux aktar tard minn meta jiskadi l-Perjodu ta' Grazzja.
- 7.4 L-imgħax jithallas skont l-istruzzjonijiet li jkun ta d-Detentur tal-Kont billi jew:
- A. Jiġu depożitati f'kont ta' tiffidil jew kont kurrenti miżmum mal-Bank fl-istess munita tal-Kont, Jew
 - B. Jiżiedu mal-kapital eżistenti tal-Kont.

8. KONTIJIET MIŻMUMA F'ISMIJIET KONGUNTI:

- 8.1 Sakemm il-Bank ma jirrevidi avvizz għall-kontrarju, meta Kont ikun f'ismijiet kongunti, jista' joħroġ Nota ta' Kuntratt ta' tigdid lil wieħed jew aktar mid-Detenturi tal-Kont Kongunt, bil-kundizzjoni li l-Kont jithaddem biss b'konformità mal-istruzzjonijiet tal-mandat rilevanti u jkun japplikaw dawn it-Termini u Kundizzjonijiet kollha.
- 8.2 Kull Detentur tal-Kont Kongunt huwa waħdu u flimkien mal-oħrajn responsabbli għal kull tranzazzjoni magħmula fil-Kont u għall-osservanza ta' dawn it-Termini u Kundizzjonijiet.

8.3 Meta jiffirma dawn it-Termini u Kundizzjonijiet kull wieħed mid-Detenturi tal-Kont Kongunt ikun qiegħed jaqbel illi, meta jintbagħtu Nota jew Noti ta' Kuntratti u avvizi oħra mill-Bank, ma tkunx meħtieġa aktar minn kopja waħda (1) u li din tintbagħat fl-indirizz postali mogħti mid-Detenturi tal-Kont Kongunt.

9. DETENTURI TA' KONT LI MHUMIEX PERSUNI FIŻIĊI:

9.1 Meta d-Detentur tal-Kont ma jkunx persuna fiżika, il-Klawsola 8.1 tkun tapplika. Dan iżda hekk li r-riferenza għad-"Detenturi tal-Kont Kongunt" tiftiehem bħala referenza għall-firmatarji awtorizzati.

9.2 Id-dispożizzjonijiet l-oħra ta' dawn it-Termini u Kundizzjonijiet japplikaw bl-istess mod.

10. ĠENERALI:

10.1 Id-Detentur tal-Kont għandu jhallas it-tariffi, kummissjonijiet, drittijiet u mgħaxxijiet kollha dovuti in konnessjoni mal-Kont flimkien ma' kwalunkwe spejjeż li jista' jgarrab jew jimponi l-Bank kull meta d-Detentur tal-Kont jikser xi waħda minn dawn it-Termini u Kundizzjonijiet.

10.2 Il-Bank jista' jitransferixxi d-drittijiet u / jew l-obbligi tiegħu kollha, jew waħda jew uħud minnhom, lil persuna li jidhirlu b'mod raġonevoli li tkun kapaċi li ttwettaqhom. F'dak il-każ kull fejn dawn it-Termini u Kundizzjonijiet jirreferu għall-"Bank" għandu jitqies li jirreferu għal dik il-persuna li lilha jkunu ġew ittrasferiti dawk id-drittijiet u / jew obbligi. Id-Detentur tal-Kont ma jista' jċedi jew jitransferixxi ebda wieħed mid-drittijiet u / jew obbligi li hu għandu taħt dawn it-Termini u Kundizzjonijiet.

10.3 Il-Bank jista' xi drabi, unikament fid-diskrezzjoni tiegħu u bla preġudizzju għal ebda wieħed mid-drittijiet tiegħu, akkwistat jew le:

A. Jikkonċedi lid-Detentur tal-Kont aktar żmien biex jikkonforma mal-obbligi tiegħu.

B. Jiddeċiedi li ma jeżiġix id-drittijiet kollha tiegħu, jew wieħed jew uħud minnhom.

C. Jestendi l-perijodu li għalih ikunu japplikaw xi termini u kundizzjonijiet preferenzjali.

Fejn il-Bank iżomm ruħu milli jeżerċita xi wieħed mid-drittijiet tiegħu, tali kondotta m'għandhiex titqies li tammonta għal rinunzja ta' dak id-dritt, li l-Bank jista' jibqgħa jeżerċitah fi kwalunkwe ħin kif permess mil-liġi.

10.4 Il-Bank ma jkunx responsabbli għal xi telf li jista' jkun ikkawżat lid-Detentur tal-Kont minħabba xi nuqqas jew dewmien riżultat ta' strajk, azzjoni industrijali, qtugħ fil-provvista tal-elettriku, waqfien ta' makkinarju, jew kwalunkwe kawża oħra li l-Bank ma jkollux raġonevolment kontroll fuqha jew kwalunkwe każ ta' force majeure.

10.5 Jekk il-Bank ma jilħaqx l-istandard ta' servizz mistenni mid-Detentur tal-Kont, jew jekk id-Detentur tal-Kont jaħseb li l-Bank ikun għamel xi żball, id-Detentur tal-Kont huwa mistieden li jinforma b'dan lill-Bank. Il-Bank jinvestiga l-każ u, fejn ikun xieraq u meħtieġ, jieħu azzjoni immedjata biex jirrettifika s-sitwazzjoni. Il-Bank iwiegħed ukoll li jieħu l-passi neċessarji biex ma ergax jiġri l-istess.

10.6 Ilmenti għandhom isiru bil-fomm jew bil-miktub lill-manijer tal-fergħa rispettiva jew b'telefonata liċ-Centru għall-Assistenza tal-Klijenti fuq in-numru tat-telefon 2122 6644 jew bil-kitba lill-manijer fuq csc@apsbank.com.mt. Il-Bank jinvestiga l-każ u, fejn ikun xieraq u meħtieġ, jieħu azzjoni immedjata biex jirrettifika s-sitwazzjoni. Tintbagħat irċevuta għal kull ilment u d-Detentur tal-Kont jiġi mgħarraf bir-riżultat tal-istħarriġ. Fl-eventwalità li d-Detentur tal-Kont ma jkunx sodisfatt bir-riżultat tal-istħarriġ tal-Bank jista' jindirizza l-ilment tiegħu bil-miktub lill-Uffiċċju tal-Arbitru għas-Servizzi Finanzjarji, L-ewwel sular, Pjazza San Kalċedonju, Furjana FRN1530. Wieħed jista' wkoll jagħmel kuntatt sabiex jikseb aktar informazzjoni billi jċempel fuq in-numri 80072366 jew +356 21249245.

10.7 Dawn it-Termini u Kundizzjonijiet jorbtu lid-Detentur tal-Kont sew f'wieħed kemm fl-ieħor minn dawn iż-żewġ każi:

A. Meta japplika personalment f'xi waħda mill-fergħat jew aġenziji tal-Bank. F'dak il-każ l-applikant jista' jintalab jiffirma kopja stampata ta' dawn it-Termini u Kundizzjonijiet biex tinzamm mill-Bank.

B. Meta japplika permezz tal-APS 365 Online. F'dak il-każ, id-Detentur tal-Kont għandu jikkonferma li jkun qara, fehem u aċċetta dawn it-Termini u Kundizzjonijiet, anke jekk dawn ikunu biss ipprovduti f'forma elettronika. Min kejjja dan, huwa rakkomandat li dawn it-Termini u Kundizzjonijiet jiġu stampati u merfugħa bħala referenza għall-quddiem.

10.8 Dawn it-Termini u Kundizzjonijiet jaqgħu taħt il-Liġi Maltija u l-Partijiet jissottomettu għall-gurisdizzjoni esklussiva tal-Qrati tal-Gżejjer Maltin.

10.9 Il-Bank jirriżerva d-dritt li jagħmel kundizzjonijiet addizzjonali u / jew jemenda dawn it-Termini u Kundizzjonijiet (inklużi t-Tariffa tad-Drittijiet, it-Tabella tal-Finijiet tal-Qtugħ u t-Tabella tar-Rati tal-Imgħax), tkun xi tkun ir-raġuni. Jingħata żmien ta' avviz raġonevoli għal dan it-tibdil.

10.10 Il-Bank huwa sogġett għall-Iskema ta' Kumpens lid-Depozitant, mwaqqfa ai termini tal-Avviz Legali Nru 383 tal-2015. Bla hsara għall-kundizzjonijiet imposti mill-imsemmi Avviz Legali, id-depoziti mizmuma mal-Bank huma garantiti sa massimu ta' €100,000. Aktar informazzjoni dwar din l-Iskema tista' tinkiseb mis-sit elettroniku <https://www.apsbank.com.mt/DCS> u l-folja ta' informazzjoni annessa.

Jien / Aħna, hawn taħt iffirmat(i), niddikjara(w) illi ġejt / ġejna pprovdut(i) kopja tat-Termini u Kundizzjonijiet għal Kont ta' Depożitu Fiss, maħruġa mill-APS Bank plc, u li jien / aħna qrajthom / qrajniehom, fhimthom / fhimniehom, u naċċ etta(w)hom.

Firma / Firem

Data

Isem u Kunjom / Ismijiet u Kunjomijiet

Dawn it-Termini u Kundizzjonijiet inħarġu mill-APS Bank plc (C2192) li topera mill-APS Centre, Triq it-Torri, Birkirkara BKR4012, Malta. L-APS Bank plc hija liċenzjata bħala istituzzjoni ta' kreditu mill-Awtorità għas-Servizzi Finanzjarji ta' Malta u hija awtorizzata biex tipprovdi servizzi ta' pagament. Kopji tat-termini u kundizzjonijiet kollha jistgħu jinkisbu mill-fergħat u l-aġenziji tal-APS Bank plc jew jistgħu jitnizzlu mis-sit elettroniku www.apsbank.com.mt.

F'każ ta' konflitt bejn il-verżjoni Ingliża u dik Maltija ta' dawn it-Termini u Kundizzjonijiet, il-verżjoni Ingliża għandha titqies bħala dik korretta.