

## APS 365 ONLINE SERVICE – TERMS AND CONDITIONS AGREEMENT - PERSONAL CUSTOMERS

These Terms and Conditions govern the use of the APS 365 ONLINE Service.

The APS 365 ONLINE Service may be accessed by using either one of two Authentication Methods:

- A. The Token Authentication Method;
- B. The Mobile Phone Authentication Method.

Before subscribing for the APS 365 ONLINE Service, you are strongly advised to read the following from the Bank's website [www.apsbank.com.mt](http://www.apsbank.com.mt):

- A. The APS 365 ONLINE Internet Banking Frequently Asked Questions.
- B. The APS 365 ONLINE Security Guidelines.
- C. The APS 365 ONLINE Terms and Conditions Agreement that consists of:
  - (i) \*\* The Terms and Conditions for the Token Authentication Method;
  - (ii) The Terms and Conditions for the Mobile Phone Authentication Method;
  - (iii) Annex 1 and 2 applicable to both Authentication Methods.

\*\* not applicable when choosing The Mobile Phone Authentication Method

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### SECTION B APPLICABLE TO CUSTOMERS OPTING TO CHOOSE MOBILE PHONE AS THEIR AUTHENTICATION METHOD

APS 365 ONLINE Terms & Conditions Agreement entered into between the Bank on the one hand, and the Customer, on the other hand. The Customer wishes to use the APS 365 ONLINE Service provided by the Bank and the Bank is willing to make the APS 365 ONLINE Service available to the Customer.

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

- > **"Account"** means any account belonging to the Customer with APS Bank plc and which he has opted to be available on the APS 365 ONLINE Service.
- > **"Agreement"** means the agreement in force from time to time between the Bank and the Customer and which includes the Terms and Conditions that regulate the use of the APS365 ONLINE Service;
- > **"Annex"** means each and every Annex that is attached to this Agreement and that shall be considered as forming an integral part of this Agreement and that shall be interpreted and construed accordingly.
- > **"APS 365 ONLINE Service"** or the **"Service"** means the service provided by the Bank through internet whereby the Customer can carry out certain banking transactions on the Accounts, that once effected, shall be legally binding, and which Service is governed by this Agreement, the APS 365 ONLINE Internet Banking Frequently Asked Questions and the APS 365 ONLINE Security Guidelines.
- > **"Authorised Mobile Administrator"** means the person that operates a wireless phone and data network and that is nominated by APS Bank plc to send to Customers SMS messages within the local network containing the SMS Security Code.
- > **"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;
- > **"Customer"** means the person with whom the Bank has concluded an APS 365 ONLINE Agreement.
- > **"Cut-Off Time"** means the time by which the necessary requirements set by law and/or the Bank are to be met in order for a transaction to be deemed to have been accepted by the Bank on a given date as advised by the Bank from time to time; or as otherwise stipulated on the Cut-Off-Time Table published on [www.apsbank.com.mt](http://www.apsbank.com.mt)
- > **"Daily Limit"** means the limits on the use of the Service that are laid down in Annex 2.
- > **"Login ID"** means the identification code chosen by the Customer that uniquely identifies him and through which the Customer gains access to the APS 365 ONLINE Service.
- > **"Password"** means any confidential password, consisting of a combination of letters and numbers which is first provided by the Bank as a temporary password, but is then changed to a personal password by the Customer on first access and is used for subsequent access thereto.
- > **"SMS Security Code"** ("Security Code") means the one-time password (OTP) which is sent from the Bank's authorised Mobile Administrator to the Customer, by means of a Short Message System (SMS) on the mobile phone number provided and inputted by the Customer in the Subscription Request Form on the Service Website, and which is used each time the Customer accesses the Service and when making certain requests, giving certain instructions and effecting certain transactions. Such mobile phone number shall remain effective unless the Customer informs the Bank of a change in that number.
- > **"Service Website"** means the Website through which the Customer can access the APS 365 ONLINE Service.
- > **"Terms and Conditions"** means the terms and conditions regulating the Service.
- > **"Virtual Keyboard"** means the representation of a keyboard featured on the Service Website used to input the Password.

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. APS 365 ONLINE SERVICE:

1.1 The Service enables the Customer to make requests, give instructions and / or effect transactions and communicate with the Bank for the purpose of carrying out any of the banking services listed in Annex 1.

1.2 The Customer is granted first-time access to the APS 365 ONLINE Service when he has:

- A. Read the Terms and Conditions of the Service and has agreed to them;

- B. Identified himself by providing his true, accurate and up-to-date personal identification details and contact details in the subscription request form on the Service Website;
  - C. Entered the Login ID, inputted the Password via a Virtual Keyboard and Security Code.
- 1.3 The Customer is to carry out the procedure referred to in Clause 1.2 (c) above each time the Customer wants to access the Service.
- 1.4 If the Customer wants to opt for the Token Authentication Method, then he is to inform the Bank accordingly and abide by the relevant Terms and Conditions.
- 1.6 The Service is for Customer's sole and exclusive use.
- 1.7 Through the Service, the Customer has access to view all his accounts held by him with the Bank. However, the Customer has the option to restrict the Service to any of his Accounts, as provided in the definitions above, He also has the option of giving any of / all the said Accounts a personalised name ("Friendly Name").
- 1.8 The customer has the option to select different rights on the service; to only View transactions or to have full rights to execute transactions. Different rights can be adopted on different accounts.
- 1.9 The Bank shall consider every request, instruction or transaction received through the APS 365 ONLINE Service as a request, instruction or transaction authorised by the Customer, this notwithstanding and superseding any other mandate which the Customer would have previously given to the Bank.
- 1.10 The Bank will not check the validity or correctness of any request, instruction or transaction received through the APS 365 ONLINE Service and is permitted to act thereon. In fact, the Bank shall be under no duty to verify the identity or authority of the person making any such request, giving any such instruction or effecting any such transaction, or the authenticity of same, apart from verifying the Login ID, Password and Security Code and such other identifiers (if any) of the Customer.
- 1.11 The Customer shall not use the APS 365 ONLINE Service to create unauthorised borrowing on any of his Accounts. Borrowing may only be incurred with the Bank's prior approval and should such an unauthorised borrowing take place the Bank may also debit the Customer's accounts with any fees, commissions, charges and interests due to it and as published on [www.apsbank.com.mt](http://www.apsbank.com.mt).
- 1.12 Any existing terms and conditions applicable to particular products, services or accounts shall continue to apply together with this Agreement. All terms and conditions are published on [www.apsbank.com.mt](http://www.apsbank.com.mt).
- 1.13 The Customer acknowledges that the Service or any marketing / promotional messages displayed as part of the Service is for information purposes only and does not replace any legal, tax or investment advice and should not be regarded as an offer or solicitation to sell investments or make deposits or solicitation to subscribe to any other products, services or accounts, to any person residing in a jurisdiction outside Malta, where it is unlawful to make such an invitation or solicitation. The Customer is to seek professional advice before making any investment decision.
- 1.14 By virtue of this Agreement, the Customer may use the APS 365 ONLINE Service for the purpose of effecting transactions with third parties.
- 1.15 Since the Bank is not a party to the transaction / s effected by the Customer to the third party, it may not be held liable for any errors, acts, omissions, delays or shortcomings on the part of the Customer or third party in such transactions.

## 2. EXECUTION OF TRANSACTIONS:

- 2.1 The Bank will only act on the Customer's request or instruction in so far as it is in the Bank's opinion, not suspicious, practicable and reasonable to do so, and in accordance with the Bank's regular business and procedures.
- 2.2 All transactions effected through the APS 365 ONLINE Service are carried out as per the Cut-Off-Time Table published on [www.apsbank.com.mt](http://www.apsbank.com.mt).
- 2.3 Once a transaction has been processed, it cannot be stopped, modified or delayed.
- 2.4 Once a request or instruction has been accepted and / or a transaction has been successfully processed, the Service will generate a confirmation message. If such confirmation is not received, the Customer should immediately contact the Bank by phoning our Customer Support Centre on telephone no. 2122 6644 or write to the manager on [csc@apsbank.com.mt](mailto:csc@apsbank.com.mt).
- 2.5 Should the Customer not have sufficient funds available to execute a request, instruction or transaction and for any applicable fees, commissions, charges and interests, as per Clause 3.11, then the transaction will not be effected by the Service.
- 2.6 In cases falling under Clause 2.5, the Bank reserves the right to charge a fee as per current Bank's Tariff of Charges published on [www.apsbank.com.mt](http://www.apsbank.com.mt) and reported in the APS 365 ONLINE Internet Banking Frequently Asked Questions.
- 2.7 The exchange rate used for any transaction shall be the exchange rate valid at the time of processing. The Bank reserves the right to suspend all or any functionality which requires the use of an exchange rate if there are valid reasons for doing so, including but not limited to, during a volatile market.
- 2.8 The exchange rate that will be applied by the Bank for a transaction that has been inputted through the APS 365 ONLINE Service may differ from the exchange rates quoted on the ServiceWebsite and may change from time to time.
- 2.9 Should a request or instruction for a transaction be incomplete or erroneous, any exchange loss including any Bank and foreign bank's fees and charges (if applicable) will be borne by the Customer.
- 2.10 The Bank has the right to request the Customer for details regarding the origin of the money involved in a particular transaction.
- 2.11 The Bank reserves the right to block Internet Payments for compliance and assurance reasons and/or whenever there is suspicion of fraud. In such an eventuality, the Bank will inform the customer accordingly and advise on the applicable procedure for the unblocking of the Payment.
- 2.12 When unblocking transactions, the Bank will abide by all the applicable legislation and will inform the Customer of any costs involved. Furthermore, the Customer will be advised of the possibility to make a claim in case of inappropriately blocked transactions'.
- 2.13 The Customer can view an electronic copy of the Statement of his Account/s from the "Account History" option. A Statement will be also mailed to the Account Holder's address currently once yearly. If in the period following the last Statement issued, no transactions took place, the Bank reserves the right not to send any Statement. In the case of accounts held in the name of joint Account Holders, only one (1) Statement will be mailed. Any request for additional Statement / s is subject to charges as per Bank's Tariff of Charges. Upon receipt of a Statement, the Account Holder is to verify the transactions and report any incongruence to the Bank within ninety (90) days from date of the Statement.

## 3. CUSTOMER'S OBLIGATIONS:

- 3.1 The Customer shall use the APS 365 ONLINE Service according to the rules laid down in this Agreement and according to any communication, instruction or notification made by the Bank from time to time.
- 3.2 The Customer acknowledges that there may be a time-lag in the transmission of requests, instructions, information or communications via the Internet.
- 3.3 When using the Service, the Customer shall abide by the External Transactions Act and External Transactions Circulars currently in force, and as amended from time to time, which Circulars are available from the Website of the Central Bank of Malta ([www.centralbankmalta.org](http://www.centralbankmalta.org)). Breach of any of the provisions of the External Transactions Act and Circulars shall automatically suspend the Customer from using the Service and the Central Bank of Malta will be notified accordingly.
- 3.4 The Customer hereby undertakes that he will act in good faith and exercise due diligence and care when using the Service. Moreover, the Customer hereby confirms that he will only input data on the APS 365 ONLINE Service that is of a true, correct, accurate and complete nature and the Customer confirms that he is aware that he is responsible for the authenticity of the same.

3.5 The Customer understands that the Login ID, Password and Security Code are unique and shall not disclose their contents or transfer them to any third party, including Joint Account holders.

3.6 The Customer is to keep the Login ID, Password and Security Code in a safe and protected place and shall use them responsibly. Customers acknowledge that they are required to abide by the Agreement, the APS 365 ONLINE Internet Banking Frequently Asked Questions and the APS 365 ONLINE Security Guidelines, all of which are available on [www.apsbank.com.mt](http://www.apsbank.com.mt).

3.7 The Customer is to use the APS 365 ONLINE Service solely in a secure environment, on an electronic system free from viruses and with the necessary firewall and anti-virus and anti-spyware software in place. The Customer should refer to the APS365 ONLINE Frequently Asked Questions for any other technical details related to the Service.

3.8 When using the Service, the Customer should only use suitable equipment and software to guarantee continuous and uninterrupted access.

3.9 The Bank shall not be held responsible for any loss or damage suffered by the Customer arising from any breach of Clauses 3.4 to 3.8.

3.10 In the case of loss, misuse, theft, damage or destruction of the mobile phone, Login ID, Password and / or Security Code, and/ or suspicion of any unauthorised access or instruction, the Customer should inform the Bank's Customer Support Centre on tele phone no. 2122 6644 or write to the manager on [csc@apsbank.com.mt](mailto:csc@apsbank.com.mt). Moreover, the Bank may request the Customer to co-operate with it and the police on this matter. In such instances, it shall be in the Bank's sole and absolute discretion to permit access once more to the Service to the Customer.

3.11 The Customer hereby gives consent to the Bank to debit one of his current or savings Accounts that is selected during the subscription to the APS 365 ONLINE Service for the settlement of any fees and charges incurred. In the eventuality that the Account selected holds insufficient funds to settle any charges due, then the Bank shall retain the right to debit any other savings or current account held in the Customer's sole name in order to settle the outstanding charges. Should there not be any account from where the charges due may be settled, then the Service shall be suspended until funds are once again available in Customer's account.

#### **4. BANK'S OBLIGATIONS:**

4.1 Due to the nature of the Service, the Bank does not warrant that access to the Service shall be uninterrupted, timely or error free.

4.2 The Bank will seek to inform in advance its Customers through the APS 365 ONLINE Mailbox and its official Website of any anticipated interruptions of the Service, in whole or in part.

4.3 Notwithstanding the above, the Bank may suspend the Service, in whole or in part, without previous notice, whenever it considers it necessary to do so, including for maintenance reasons and to protect the Customer when there is a suspected breach of security. In the latter case the Bank may inform the Customer before or immediately after the suspension of the Service.

4.4 Any fees or charges levied by the Bank, with the exception of any applicable periodic fees, in relation to transactions that are not successfully completed due to instances falling under Clauses 4.2 and 4.3 above, shall be reimbursed by the Bank to the Customer. Other than such reimbursement the Bank will have no further liability to the Customer.

4.5 The Bank shall not be liable for any direct or indirect loss of profit, goodwill, business or anticipated savings or earnings nor for any indirect or consequential loss or damage arising from, or in connection to, the Service.

4.6 The Bank will take reasonable steps to ensure that the Service has adequate security systems so as to contain, as far as possible, any risks involved.

4.7 In the event that it is established that a transaction was executed erroneously by the Bank, the Bank shall credit to the Account any amount and related fees, commissions, charges and interests which may have been debited to the same. This shall be without prejudice to any other remedy which may be provided for under the terms and conditions governing the Account.

#### **5. MOBILE PHONE:**

5.1 The Customer is to ensure that the mobile phone through which he would be receiving the Security Code is set -up correctly and is capable of receiving SMSes.

5.2 Moreover, the Customer is to ensure that there is enough memory space for the receipt of the SMS containing the Security Code.

5.3 The SMSes are free of charge.

#### **6. APS 365 ONLINE MAILBOX:**

6.1 The Bank has the right to send instructions, communications and notifications, including general and marketing announcements, to the Customer via the APS 365 ONLINE Mailbox, within the Service.

6.2 The Customer is deemed to have received and been duly notified of any instruction, communication and notification sent via the APS 365 ONLINE Service as soon as it is made available to him.

6.3 The Customer can also use the APS 365 ONLINE Mailbox in order to communicate with the Bank's Customer Support Centre.

#### **7. BANK CHARGES:**

7.1 The Bank has the right to charge a stipulated periodic fee to the Customer for the use of the APS 365 ONLINE Service, introduce and revise fees and charges as per Bank's Tariff of Charges published on [www.apsbank.com.mt](http://www.apsbank.com.mt). The Customer shall be notified of any new or revised fees and charges via the APS 365 ONLINE Mailbox no later than two (2) months from the date before the introduction or revision comes into force.

#### **8. INDEMNIFICATION:**

8.1 Unless due to gross negligence or wilful default by the Bank or its employees, and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely there from or the amount of the relevant transaction (whichever is the less), the Bank does not assume any liability or responsibility to the Customer or any other person for the consequences arising from or in connection with:

- A. The non-availability, delay, interruption, interception, suspension, loss, mutilation or other failure in providing the APS 365 ONLINE Service (including without limitation, interruption, interception, suspension, delay or failure to generate the Security Code), in transmitting requests, instructions, communications, notifications or information relating to the Service or in connecting with the Service Website caused by any act / s, omission / s or circumstance / s beyond the reasonable control of the Bank.
- B. Failure or delay in processing a transaction effected by the Customer via the APS 365 ONLINE Service.
- C. Out-of-date, inaccurate, incorrect or incomplete information and / or calculation.
- D. Any delay or inaccuracy in issuing any advice, confirmation and / or Statement.
- E. A faulty or inoperative mobile phone used to receive the Security Code, equipment and / or software in use by the Customer or the Bank.
- F. Unauthorised usage of the Login ID, Password and / or Security Code.
- G. Any act or omission on the part of the Customer in breach of the provisions of this Agreement, the APS 365 ONLINE Internet Banking Frequently Asked Questions and the APS 365 ONLINE Security Guidelines.
- H. Failure on the part of the Customer to comply with relevant laws and regulations, and the Bank's policies, instructions, communications and notifications.
- I. Any cause of force majeure.

8.2 The Customer hereby undertakes to keep the Bank fully indemnified at all times and free from all actions, proceedings, claims, damages, losses, charges, expenses (including, without limitation, legal fees and expenses) which the Bank may incur, directly or indirectly, however occasioned, by reason of complying with his instruction. Furthermore, the Customer agrees to ratify any action taken by the Bank pursuant to any such instructions, communications and notifications given through the APS 365 ONLINE Service.

8.3 Upon notice or suspicion of the Login ID, Password and / or Security Code being disclosed to, and / or mobile phone being lost or has otherwise come into the possession or control of any unauthorised person or any unauthorised use of the Service made, the Customer shall remain responsible up to a maximum of €150 for use of the Service by unauthorised persons or for unauthorised purposes until the Customer notifies the Bank of such occurrence in terms of Clause 3.10.

8.4 Notwithstanding Clause 8.3 above, the Customer shall be held liable for any losses, including the amount of any transaction carried out without the Customer's authority, where it can be proven by the Bank that the Customer has acted fraudulently or acted with gross negligence, and thereby facilitated an unauthorised transaction. For the purposes of this Clause, "gross negligence" also includes the failure on the part of the Customer to observe the duties mentioned in Clauses 3.4 to 3.8 above, as well as the Security Tips available on the APS 365 ONLINE Internet Banking Frequently Asked Questions and the APS 365 ONLINE Security Guidelines.

8.5 The Bank is required to act in accordance with the laws and regulations and requests of public and regulatory authorities in various jurisdictions that relate to the prevention of money laundering, terrorist financing and the provision of financial and other services to any persons or entities that may be subject to sanctions. In fulfilling such duties, the Bank may take any action it deems appropriate, such as the interception and investigation of any request, instruction or transaction and the Bank shall not be liable for any arising loss or damage, of any type and however occasioned, that is suffered by the Customer or any third party arising out of any delay or non-execution. Therefore, the Bank cannot guarantee the veracity and accuracy of any confirmation message in relation to a request, instruction or transaction that is subject to any action taken in pursuance to the above.

## **9. TERMINATION OF AGREEMENT:**

9.1 Notwithstanding the provisions contained in Clauses 3.3, 3.10 and 4.3, the Bank or the Customer is entitled to restrict, suspend or terminate the Agreement for whatever reason, subject to two (2) weeks prior written notice.

9.2 A restriction, termination or suspension of the Agreement means a restriction, suspension or termination, as the case may be, of both the APS 365 ONLINE Service and use of all or any of the Login ID, Password and Security Code.

9.3 Notwithstanding Clause 9.1 above, the Bank is entitled to restrict, suspend or terminate the Agreement, immediately and without prior notice, in the following cases:

- A. The Customer has been declared bankrupt.
- B. The Customer is negligent or in breach of this Agreement, the APS 365 ONLINE Internet Banking Frequently Asked Questions and the APS 365 ONLINE Security Guidelines.
- C. The banking relationship between the Customer and the Bank has been terminated, for any reason whatsoever.
- D. Changes in market conditions or in the Bank's general practice.
- E. Changes in the law or a decision taken by a court, tribunal, regulator or similar body.
- F. Any cause of force majeure.

9.4 Notwithstanding Clause 9.3 above, and unless specifically stated by the Bank, the restriction, suspension or termination of the Agreement, does not normally affect and / or prejudice the continuation of the banking relationship between the Bank and the Customer.

9.5 Once the Service has been terminated, the Customer will be requested to immediately pay any outstanding fees, commissions, charges and interests, and such termination entitles the Customer to a pro-rata refund of the subscription fees and / or any applicable charge.

9.6 After suspension or termination of the Agreement, all provisions of this Agreement, which in order to give effect to their meaning need to survive the suspension or termination of the Service and / or the use of the Service by the Customer, shall remain in full force.

## **10. FORCE MAJEURE:**

10.1 The Bank shall not be liable for any delays in the performance of any of its obligations under this Agreement due to causes beyond its reasonable control, including but not limited to fire, war, riot, civil unrest, government action, strikes, lock-outs or other industrial action or trade disputes (whether involving the Bank's employees or those of a third party), unexpected malfunctioning of computer systems, telephony or data communication, acts of any civil or military authority, judicial actions, acts of God, or other casualty or natural calamity for so long as and to the extent that, the effects of such circumstances continue.

## **11. CONFIDENTIALITY:**

11.1 In the provision of the Service, the Customer understands that confidential information may be exchanged between the Bank and the Customer. The Customer understands that, in providing the Service, the Bank needs, and therefore authorises the Bank, to process, share or transmit information about him and his Account / s within the Bank or with any third party.

11.2 Notwithstanding, the Bank takes all measures to ensure that, as far as possible, all data relating to the Customer in its possession is not divulged to any third party, except:

- A. In cases required by law, regulation or on request of a public or regulatory authority.
- B. For the prevention of fraud.
- C. In order for the Bank to carry out the Service.

The Customer acknowledges that the data inputted in, and the information transferred through the Service is transported via the Internet.

11.3 The Bank and the authorised Mobile Administrator shall process any data in accordance with Data Protection legislation currently in force, in order to provide the service. The Bank shall also process any data in accordance with the said legislation for a number of other reasons including, for the development and improvement of the Bank's products and services.

11.4 The Customer hereby consents to the Mobile phone number provided by him to the Bank to be transmitted to the Bank's authorised Mobile Administrator in order for him to receive SMSes with the Security Code required to access the APS 365 ONLINE Service. The Customer is therefore aware that the Mobile Administrator may possibly conclude that a banking relationship exists between the Customer and the Bank.

11.5 Although, when providing the Service, individual data packages are transmitted in encrypted form, the identities of the sender and recipient are not encrypted and can therefore potentially be read by third parties. It is therefore possible for a third party to conclude that a banking relationship exists between the Customer and the Bank.

11.6 Should the Customer obtain unauthorised access to any data, including data belonging to the Bank, he is to treat this data in a confidential manner and to inform the Bank immediately.

## **12. COPYRIGHT AND TRADEMARKS:**

12.1 The entire content of the APS 365 ONLINE Service is subject to copyright laws.

12.2 APS 365 ONLINE is a trademark of APS Bank plc.

12.3 The Customer hereby consents not to use the Service and / or the Service Website for any purpose that is unlawful, abusive, libellous, obscene or threatening.

## **13. CUSTOMER ASSISTANCE:**

13.1 If the Bank does not deliver the standard of service expected by the Customer, or if the Customer believes that the Bank has made a mistake, please inform us. 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.

13.2 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](mailto: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.

#### 14. MISCELLANEOUS:

14.1 The Bank may refuse to carry out any request, instruction or transaction by means of the APS 365 ONLINE Service in cases where the request, instruction or transaction exceeds a particular limit or where an infringement of this Agreement, the APS 365 ONLINE Internet Banking Frequently Asked Questions and the APS 365 ONLINE Security Guidelines, or a breach of security, is suspected.

14.2 In the case of an error relating to the APS 365 ONLINE Service that is not attributable to the Customer, the Bank shall do all that is reasonably necessary to rectify the error and retransmit or reprocess Customer's request, instruction or transaction at no additional cost.

14.3 The APS 365 ONLINE Service, the Authentication Methods providing access thereto, and all the relevant documentation, including the Agreement, may be amended, extended or replaced by the Bank from time-to-time at its own discretion. The Bank shall inform the Customer no later than two (2) months before the date when the amendment, extension or replacement comes into force. Nonetheless the Customer's continued access to or use of the Service for a period of one (1) month from the date of notice of such amendment, extension or replacement shall constitute Customer's acceptance of such changes.

14.4 The Bank may appoint third parties to provide all or any of the APS 365 ONLINE Service including access thereto by the nomination of an authorised Mobile Administrator, which third parties shall abide by rules of confidentiality.

14.5 In the event of a merger, takeover or transfer of all or any of its activities, the Bank shall be entitled to transfer and as sign the APS 365 ONLINE Service and Agreement to the entity that has assumed the activities of the Bank.

14.6 The Bank does not warrant that the Service is free from virus or destructive features which may adversely affect the Customer's hardware, software or equipment.

14.7 The Service is designed for use in Malta and is not directed to, nor intended for distribution or use by, any person or entity in any jurisdiction or country where the publication or availability of the Service or such distribution or use would be contrary to local law or regulation. If the Customer chooses to use the Service, it is his responsibility to comply with the applicable local, national or international laws and any use of the Service outside Malta is entirely at Customer's risk. For guidance relating to this particular situation, the Customer should contact his legal adviser.

14.8 The Customer may communicate with the Bank in either the Maltese or the English language, with the Bank preferring to communicate in the English language.

#### 15. SEVERABILITY:

15.1 Each of the provisions of this Agreement is severable and distinct from the others and, if at any time one or more of such provisions which is not of a fundamental nature, is or becomes illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining provisions shall not be affected in any way.

#### 16. WAIVER:

16.1 No act, delay or omission by the Bank shall affect its rights, powers and remedies under this Agreement or any further or other exercise of such rights, powers or remedies. The rights and remedies under this Agreement are cumulative and not exclusive of the rights and remedies provided by law.

#### 17. JOINT ACCOUNT / S:

17.1 Where the Account is a Joint Account, references to "Customer" in this Agreement shall be deemed to mean all and each of the Joint Account holders. All the joint Customers shall be jointly and severally liable for all the requests, instructions and transactions effected by using the APS 365 ONLINE Service.

17.2 Where the Account to be debited is a Joint Account with 'both to sign' instructions, the electronic signature / s (i.e. authorisation) of the other account holder / s is / are required before the requests, instructions or transactions may be accepted or effected by the Bank.

17.3 Joint Account holders acknowledge that a person (whether another user / s appointed by him / them on their instructions or any authorised or unauthorised third party) who provides the Login ID, Password and / or Security Code, as applicable, of a Joint Account holder when using the Service shall always be entitled to use the Service (as if he / they were the Customer who is using the Service), even though the Bank had not been separately notified of this.

#### 18. LAW AND PROCEEDINGS:

18.1 The Service and this Agreement shall be governed by and construed in accordance with the Laws of Malta.

18.2 The Courts of Malta shall have exclusive jurisdiction over all claims and / or disputes arising in relation to the Service and this Agreement.

I / We, the undersigned, do hereby declare that I / We have been provided with a copy of the APS 365 Online Personal – 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](http://www.apsbank.com.mt).*

**ANNEX 1  
LIST OF ACCOUNTS AND PRODUCTS**

- ❖ View account/s balances;
- ❖ Check account/s entries;
- ❖ Open accounts in both € and other foreign currency;
- ❖ Change account status, interest payment method and maturity instructions of term deposit Accounts;
- ❖ Designate an Account Friendly Name to account/s held;
- ❖ Notify Bank for cash withdrawal from a Bonanza Account;
- ❖ Effect transfers between own accounts in € or other foreign currency held within the Bank;
- ❖ Effect transfers in € or other foreign currency from own account to any other account worldwide;
- ❖ Order € or other foreign cash;
- ❖ Order € or other foreign bank drafts;
- ❖ Pay utility and other bills;
- ❖ Create, modify and delete standing orders;
- ❖ Notification or deletion of stop payment;
- ❖ Order cheque or deposit books;
- ❖ View and order cheque image /s;
- ❖ View and print statement/s or order an official Bank statement to be sent by mail at your preferred address;
- ❖ Check foreign exchange rates;
- ❖ View Bank's Tariff of Charges and Cut-Off-Time Table;
- ❖ Apply for a new card;
- ❖ Link account /s to PREMIER and VISA Debit card. (some conditions apply);
- ❖ Amend the daily limit on Visa Debit Card;
- ❖ Notify Bank of any lost or stolen card /s;
- ❖ Request a new card Personal Identification Number (PIN);
- ❖ Change of Contact Details;
- ❖ Calculate your prospective loan repayment amount;
- ❖ Set signature rules \*;
- ❖ Change of Password or Mobile Number \*\*.

\* applicable to Joint Account Holders or Corporate Customers

\*\* applicable for Mobile Phone Authentication Method

**ANNEX 2  
TRANSACTION AND DAILY LIMITS**

<i>Authority</i>	<i>Limit Type</i>	<i>Limit Value</i>
Transfer between own Accounts	Per transaction	€50,000
Transfer between own Accounts	Daily	€120,000
Transfer to third party	Per transaction	€15,000
Transfer to third party	Daily	€25,000
Creation of term deposit Account	Per transaction	€50,000
Creation of term deposit Account	Daily	€120,000
Open Account	Per transaction	€50,000
Open Account	Daily	€120,000
Creation of standing order	Per transaction	€15,000
Creation of standing order	Daily	€25,000
Order draft or cash	Per transaction	€250,000
Order draft or cash	Daily	€500,000
Bonanza notification	Per transaction	€50,000
Bonanza notification	Daily	€120,000
Bill payment	Per transaction	€15,000
Bill payment	Daily	€25,000

**TERMINI U KUNDIZZJONIJIET**  
għas-Servizz tal-  
**APS 365 ONLINE**  
**FTEHIM GĦALL-KLIJENTI PERSONALI**

Dawn it-termini u kundizzjonijiet jirregolaw l-użu tas-Servizz tal-APS 365 Online.

L-access għas-Servizz tal-APS 365 ONLINE jista' jinkiseb bl-użu ta' wieħed minn żewġ Metodi ta' Awtentikazzjoni:

- A. Il-Metodu ta' Awtentikazzjoni bl-Istrument tas-Sigurtà;
- B. Il-Metodu ta' Awtentikazzjoni bit-Telefon Ċellulari.

Qabel ma tabbona għas-Servizz tal-APS 365 ONLINE inhegħguk biex taqra dawn il-paġni li jinstabu fis-sit elettroniku tal-Bank [www.apsbank.com.mt](http://www.apsbank.com.mt):

- A. Il-Mistoqsijiet Komuni (FAQs) dwar l-APS 365 ONLINE Internet Banking;
- B. Il-Linji Gwida dwar is-Sigurtà tal-APS 365 ONLINE;
- C. Il-Ftehim tat-Termini u Kundizzjonijiet tal-APS 365 ONLINE li huwa magħmul minn:
  - (i) **\*\* It-Termini u Kundizzjonijiet li japplikaw għall-Metodu ta' Awtentikazzjoni bl-Istrument tas-Sigurtà;** Sezzjoni A – Tapplika għall-Klijenti li jagħzlu li jużaw l-Istrument tas-Sigurtà bħala l-Metodu ta' Awtentikazzjoni tagħhom.
  - (ii) **It-Termini u Kundizzjonijiet li japplikaw għall-Metodu ta' Awtentikazzjoni bit-Telefon Ċellulari;** Sezzjoni B – Tapplika għall-Klijenti li jagħzlu li jużaw it-Telefon Ċellulari bħala l-Metodu ta' Awtentikazzjoni tagħhom.
  - (iii) **L-Annessi Nru 1 u Nru 2 li japplikaw għaž-żewġ Metodi ta' Awtentikazzjoni.**

**\*\*** ma japplikawx meta jintgħazel il-Metodu ta' Awtentikazzjoni bit-Telefon Ċellulari

**SEZZJONI B**  
**APPLIKABBLI GĦALL-KLIJENTI LI JAGĦZLU LI JUŻAW IT-TELEFON ĊELLULARI**  
**BĦALA L-METODU TA' AWTENTIKAZZJONI TAGĦHOM**

Dan huwa Ftehim bejn il-Bank fuq in-naħa l-waħda u l-Klijent fuq in-naħa l-oħra dwar it-Termini u Kundizzjonijiet għall-użu tas-Servizz tal-APS 365 ONLINE.

Il-Klijent jixtieq juża s-Servizz tal-APS 365 ONLINE mogħti mill-Bank, u l-Bank huwa lest li jipprovdi s-Servizz tal-APS 365 ONLINE lill-Klijent.

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

- **“Amministratur Awtorizzat tat-Telefonija Ċellulari”** tfisser il-persuna li topera network ta' telefonija bla fili u ta' garr ta' data li tkun magħzula mill-APS Bank plc biex tibgħat lill-Klijenti messagġi bl-SMS fuq in-network lokali tagħha, li jkun fihom il-Kodiċi tas-Sigurtà bl-SMS;
- **“Anness”** tfisser kull wieħed mill-Annessi mehmuża ma' dan il-Ftehim, u li jitqiesu li jiffurmaw parti integrali minn dan il-Ftehim u li jkunu hekk interpretati u miftiehma;
- **“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;
- **“Ftehim”** tfisser il-ftehim li jkun in vigore minn żmien għall-ieħor bejn il-Bank u l-Klijent, u li jinkludi t-Termini u Kundizzjonijiet li jirregolaw l-użu tas-Servizz tal-APS 365 ONLINE;
- **“Hin tal-Qtugh”** tfisser il-hin sa meta r-rekwiżiti necessarji stabiliti mil-ligi u / jew mill-Bank iridu jkunu twettqu sabiex tranżazzjoni tkun meqjusa bħala li giet aċċettata mill-Bank f'data partikolari, kif innotifikat mill-Bank minn żmien għal żmien, jew kif stipulat mod ieħor fit-Tabella tal-Finijiet tal-Qtugh ippubblikata fuq is-sit elettroniku [www.apsbank.com.mt](http://www.apsbank.com.mt);
- **“Klijent”** tfisser il-persuna li magħha l-Bank ikun ikkonkluda l-Ftehim tal-APS 365 ONLINE;
- **“Kodiċi tas-Sigurtà bl-SMS”** jew **“Kodiċi tas-Sigurtà”** tfisser il-password ta' darba, li tintbagħat mill-Amministratur Awtorizzat tat-Telefonija Ċellulari tal-Bank lill-Klijent, permezz tas-Sistema ta' Messagġi Qosra (l-SMS) fuq in-numru taċ-ċellulari li l-Klijent ikun ta u entra fil-Formula tal-Abbonament fuq is-Sit Elettroniku tas-Servizz, u li tintuża kull darba li l-Klijent jaċċessa s-Servizz jew jagħmel xi talba, jagħti xi istruzzjonijiet jew jeffettwa xi tranżazzjonijiet. Dan in-numru taċ-ċellulari jibqa' jgħodd sakemm il-Klijent ma jinfurmax lill-Bank li n-numru jkun inbidel.
- **“Kont”** tfisser kull Kont li l-Klijent ikollu mal-APS Bank plc u li jkun għażel li jagħmlu disponibbli fuq is-Servizz tal-APS 365 ONLINE;
- **“Limitu ta' Kuljum”** tfisser il-limiti imposti fuq l-użu tas-Servizz kif stipulati fl-Anness Nru 2;
- **“Login ID”** tfisser il-kodiċi ta' identifikazzjoni magħżul mill-Klijent li jidentifikah b'mod uniku u li bih l-Klijent jikseb aċċess għas-servizz tal-APS 365 ONLINE;
- **“Password”** tfisser kull password kunfidenzjali, iffurmata minn taħlita ta' ittru u ċifri li tingħata għall-ewwel mill-Bank bħala password temporanja imma li mbagħad tinbidel f'password personali mill-Klijent meta jaċċessa s-Servizz għall-ewwel darba, u li tibqa' tintuża biex il-Klijent jaċċessa s-Servizz minn hemm 'il quddiem;
- **Is-“Servizz tal-APS 365 ONLINE”** jew is-“**Servizz**” tfisser is-servizz li l-Bank jipprovdi permezz tal-Internet illi bih il-Klijent ikun jista' jwettaq ċerti tranżazzjonijiet bankarji fuq il-Kontijiet illi, darba magħmulin, ikunu jorbtu legalment, u liema Servizz huwa regolat minn dan il-Ftehim, mill-Mistoqsijiet Komuni (FAQs) dwar l-APS 365 ONLINE Internet Banking u mil-Linji Gwida dwar is-Sigurtà tal-APS 365 ONLINE;
- **Is-“Sit Elettroniku tas-Servizz”** tfisser is-Sit Elettroniku li minnu l-Klijent jaċċessa s-Servizz tal-APS 365 ONLINE;
- **“Tastiera Virtwali”** tfisser ir-rappreżentazzjoni ta' tastiera li tidher fuq is-Sit Elettroniku tas-Servizz u li tintuża biex tiġi entrata l-Password;
- **“Termini u Kundizzjonijiet”** tfisser it-termini u kundizzjonijiet li jirregolaw is-Servizz.



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

### 1. IS-SERVIZZ TAL-APS 365 ONLINE:

- 1.1 Is-Servizz joffri l-kapaċità lill-Klijent illi jagħmel talbiet, jagħti struzzjonijiet, u / jew jagħmel tranżazzjonijiet u jikkomunika mal-Bank bil-għan li jagħmel użu minn xi wiehied mis-servizzi bankarji elenkati fil-Anness Nru 1.
- 1.2 Il-Klijent jingħata aċċess għall-ewwel darba għas-Servizz tal-APS 365 ONLINE darbali:
  - A. Ikun qara t-Termini u Kundizzjonijiet tas-Servizz u aċċettahom;
  - B. Ikun identifika ruħu billi jkun ta d-dettalji veri, korretti u aġġornati tal-identità personali tiegħu u d-dettalji fejn jista' jiġi kkuntatjat fil-formola tal-abbonament fuq is-Sit Elettroniku tas-Servizz;
  - C. Jentra l-Login ID, idafha il-Password permezz tat-Tastiera Virtwali, u jentra l-Kodiċi tas-Sigurtà.
- 1.3 Il-Klijent għandu jsewi l-proċedura msemmija fil-Klawsola 1.2 (c) hawn fuq kull darba li jrid jaċċessa s-Servizz.
- 1.4 Jekk il-Klijent ikun jixtieq jibda juża l-Metodu ta' Awtentikazzjoni bl-Istrument tas-Sigurtà, għandu jinforma b'dan lill-Bank u jrid josserva t-Termini u Kundizzjonijiet rilevanti.
- 1.6 Is-Servizz qiegħed unikament u esklussivament għall-użu tal-Klijent.
- 1.7 Permezz tas-Servizz il-Klijent ikollu aċċess biex jara l-kontijiet kollha li hu jkollu mal-Bank. Madankollu l-Klijent għandu l-għażla li jillimita s-Servizz għal wiehied jew uħud mill-Kontijiet tiegħu, kif dispost fid-definizzjonijiet ta' hawn fuq. Il-Klijent jista' jagħzel ukoll li jagħti lil xi wiehied jew aktar mill-Kontijiet tiegħu isem personalizzat (l-"Isem Familjari").
- 1.8 Il-Klijent għandu d-dritt tal-għażla li jiddeċiedi kif iħaddem is-servizz; jew biex jara t-transazzjonijiet biss JEW ikun jista' jipproċessa t-transazzjoni sħiħa. Din il-funzjoni tista' tiġi applikata ma' kontijiet diversi.
- 1.9 Il-Bank iqis kull talba, istruzzjoni jew tranżazzjoni li jirċievi permezz tas-Servizz tal-APS 365 ONLINE bħala talba, istruzzjoni jew tranżazzjoni awtorizzata mill-Klijent, u dan minkejja kull mandat ieħor, u jipprevali fuq kull mandat ieħor, li l-Klijent seta' jkun ta qabel lill-Bank.
- 1.10 Il-Bank ma jiddeċidja jekk talba, istruzzjoni jew tranżazzjoni li jirċievi permezz tas-Servizz tal-APS 365 ONLINE tkunx valida jew korretta, u jkun permess jaġixxi fuqha. Infatti l-Bank ma jkollu ebda obbligu li jivverifika l-identità jew l-awtorità tal-persuna li tkun qed tagħmel it-talba, tagħti l-istruzzjoni jew teffettwa t-transazzjoni, jew l-awtentikazzjoni tagħha, ħlief li jivverifika l-Login ID, il-Password u l-Kodiċi tas-Sigurtà u identifikaturi simili oħra (jekk ikun hemm) tal-Klijent.
- 1.11 Il-Klijent m'għandux juża s-Servizz tal-APS 365 ONLINE biex joħloq self mhux awtorizzat fuq xi wiehied mill-Kontijiet tiegħu. Il-Klijent jista' jissellef biss jekk ikollu approvazzjoni minn qabel mill-Bank. Jekk ikun hemm self mhux awtorizzat il-Bank jista' wkoll jiddebita l-kontijiet tal-Klijent b'kull dritt, tariffa, kummissjoni u mgħax li jkun dovut lilu skont kif ippubblikat fuq is-sit [www.apsbank.com.mt](http://www.apsbank.com.mt).
- 1.12 It-termini u kundizzjonijiet kollha eżistenti li japplikaw għal prodotti, servizzi jew kontijiet partikolari jibqgħu japplikaw f'limkien ma' dan il-Ftehim. It-termini u kundizzjonijiet kollha huma pubblikati fuq is-sit elettroniku [www.apsbank.com.mt](http://www.apsbank.com.mt).
- 1.13 Il-Klijent jirrikonoxxi li s-Servizz jew kull messagg' ta' promozzjoni jew ta' marketing li jintwera bħala parti mis-Servizz jidher biss bil-għan li jagħti informazzjoni u ma jhux il-post ta' parir legali, fiskali jew ta' investment, u m'għandux jitqies li qiegħed jagħmel offerta jew stedina għax-xiri ta' investimenti jew għat-tqegħid ta' depożiti jew għat-teħid ta' xi prodotti, servizzi jew kontijiet oħra lil xi persuna residenti f'xi ġurisdiżjoni barra minn Malta fejn huwa kontra l-liġi li ssir tali offerta jew stedina. Il-Klijent għandu jfittex parir professjonali qabel ma jiehu xi deċiżjoni ta' investment.
- 1.14 Bis-saħħa ta' dan il-Ftehim il-Klijent jista' juża s-Servizz tal-APS 365 ONLINE bil-għan li jagħmel tranżazzjonijiet ma' terzi persuni.
- 1.15 Ladarba l-Bank mhuwiex parti fit-tranżazzjoni(jiet) li l-Klijent jagħmel ma' xi terza persuna, il-Bank ma jista' jinżamm responsabbli għal ebda żball, att, omissjoni, dewmien jew nuqqas min-naħa tal-Klijent jew tat-terza persuna fit-tranżazzjoni(jiet) imsemmija.

### 2. L-EŻEKUZZJONI TAT-TRANŻAZZJONIJET:

- 2.1 Il-Bank jaġixxi fuq it-talba jew istruzzjoni tal-Klijent kemm-il darba ma jqisix bħala waħda suspettuża, u tkun prattikabbli u raġonevoli u konformi man-negozju regolari u l-proċeduri tal-Bank.
- 2.2 It-tranżazzjonijiet kollha mgħoddija permezz tas-Servizz tal-APS 365 ONLINE ikunu eżegwiti skont it-Tabella tal-Finijiet tal-Qtugħ ippubblikata fuq is-sit elettroniku [www.apsbank.com.mt](http://www.apsbank.com.mt).
- 2.3 Ladarba tranżazzjoni tkun għet ipproċessata ma tkunx tista' tiġi mwaqqfa, modifikata jew posposta.
- 2.4 Ladarba talba jew istruzzjoni tkun għet aċċettata u / jew l-ipproċessar ta' tranżazzjoni jkun seħħ, is-Servizz jiġġenera messagg' ta' konferma. Jekk din il-konferma ma tidherx, il-Klijent għandu minnufih jikkuntattja lill-Bank billi jċempel liċ-Centru għall-Assistenza tal-Klijenti fuq in-numru tat-telefon 2122 6644 jew jikteb lill-manijer fuq [csc@apsbank.com.mt](mailto:csc@apsbank.com.mt).
- 2.5 Jekk il-Klijent ma jkollux biżżejjed flus għad-dispożizzjoni tiegħu biex tiġi eżegwita t-talba, istruzzjoni jew tranżazzjoni u biex jithallsu d-drittijiet, kummissjonijiet, tariffi u mgħaxijiet li jkun u japplikaw skont il-Klawsola 3.11, f'dak il-każ is-Servizz ma jeżegwix it-tranżazzjoni.
- 2.6 Fil-każ li jaqgħu taħt il-Klawsola 2.5 il-Bank jirriżerva d-dritt li jzomm flus skont it-Tariffa tad-Drittijiet attwali tal-Bank ippubblikata fuq is-sit elettroniku [www.apsbank.com.mt](http://www.apsbank.com.mt) u li tidher fil-Mistoqsijiet Komuni (FAQs) dwar l-APS 365 ONLINE Internet Banking.
- 2.7 Ir-rata tal-kambju li tintuża għat-tranżazzjonijiet tkun ir-rata tal-kambju li tkun valida fil-hin tal-ipproċessar. Il-Bank jirriżerva d-dritt li jissospendi l-funzjonalità kollha tas-Servizz, jew parti minnha, fejn ikun meħtieġ l-użu ta' rata tal-kambju jekk ikun hemm raġunijiet validi biex isir dan, inkluż (imma mhux biss) fi żmien ta' suq volatili.
- 2.8 Ir-rata tal-kambju li tintuża mill-Bank għal tranżazzjoni entrata permezz tas-Servizz tal-APS 365 ONLINE tista' tkun differenti mir-rati tal-kambju kkwotati fuq is-Sit Elettroniku tas-Servizz u tista' tinbidel minn hin għall-ieħor.
- 2.9 Jekk xi talba jew istruzzjoni għal tranżazzjoni tkun inkompleta jew żbaljata, kull telf li jista' jkun hemm mill-kambju inkluzi t-tariffi u d-drittijiet kollha (jekk ikun hemm) tal-Bank u tal-bank barrani jithallsu mill-Klijent.
- 2.10 Il-Bank għandu d-dritt li jitlob lill-Klijent jagħti d-dettalji dwar l-origini tal-flus involuti fi tranżazzjoni partikolari.
- 2.11 Il-Bank jirriżerva d-dritt li jzomm xi transazzjoni li tkun għet ipproċessata mill-internet banking għal raġunijiet ta' nuqqas ta' osservanza ta' regolamenti bankarji u ta' ċertezza jew suspett ta' frodi. F'każijiet bħal dawn, il-Bank jinforma lill-Klijent bil-proċedura biex il-pagament ikun jista' jsir.
- 2.12 F'każ ta' transazzjoni li tiġi mwaqqfa, il-bank huwa obligat li jimxi mal-legislatura u jinforma lill-Klijent bin-nefqa involuta. Madanakollu, il-Klijent jiġi avżat bil-possibilitajiet li hemm biex jinfetaħ claim fuq transazzjonijiet li jiġu mwaqqfa bi żball.
- 2.13 Il-Klijent jista' jara kopja elettronika tar-Rendikont tal-Kont(jiet) tiegħu billi juża l-għażla "Account History". Rendikont jintbagħat ukoll bil-posta fl-indirizz tad-Detentur tal-Kont attwalment darba fis-sena. Jekk fil-perjodu mindu jkun hareġ l-aħħar Rendikont ma jkun saru tranżazzjonijiet il-Bank jirriżerva d-dritt li ma jibgħatx Rendikont. Fil-każ ta' kontijiet miżmuma f'ismijiet ta' Detenturi kongunti, jintbagħat Rendikont wiehied (1) biss. Jekk ikun hemm talba għal Rendikont(i) addizzjonali din tkun soġġetta għad-drittijiet skont it-Tariffa tad-Drittijiet tal-Bank. Meta jirċievi Rendikont, id-Detentur tal-Kont għandu jivverifika t-tranżazzjonijiet u jirrapporta kwalunkwe nuqqas ta' qbil lill-Bank fi żmien disgħin (90) jum mid-data tar-Rendikont.

### 3. L-OBBLIGI TAL-KLIJENT:

- 3.1 Il-Klijent għandu juża s-Servizz tal-APS 365 ONLINE b'konformità mar-regoli stipulati f'dan il-Ftehim u b'konformità ma' kull komunikazzjoni, istruzzjoni jew notifika mahruġa mill-Bank minn żmien għal żmien.
- 3.2 Il-Klijent jirrikonoxxi li jista' jgħaddi ċertu ħin biex talbiet, istruzzjonijiet, informazzjoni u komunikazzjonijiet ikunu tras messi fuq l-Internet.



3.3 Meta juża s-Servizz, il-Klijent għandu jirrispetta l-Att dwar it-Tranzazzjonijiet Esterni u ċ-Cirkolarijiet dwar it-Tranzazzjonijiet Esterni attwalment in vigore u kif emendati minn zmien għal zmien. Dawn iċ-Cirkolarijiet jistgħu jinstabu fuq is-sit elettroniku tal-Bank Centrali ta' Malta [www.centralbankmalta.org](http://www.centralbankmalta.org). Jekk ikun hemm ksur ta' xi waħda mid-dispożizzjonijiet tal-Att jew taċ-Cirkolarijiet dwar it-Tranzazzjonijiet Esterni, il-Klijent jiġi awtomatikament sospiż milli juża s-Servizz, u jsir rapport dwar dan lill-Bank Centrali ta' Malta.

3.4 Il-Klijent qiegħed hawn jikkommetti ruħu li jaġixxi in bona fede u li jeżerċita d-diligenza u l-attenzjoni li jixraq meta juża s-Servizz. Barra minn dan, il-Klijent hawn jikkonferma li hu jentra fuq is-Servizz tal-APS 365 ONLINE data li hija biss vera, korretta, preċiża u kompleta u li l-Klijent jikkonferma li jaf li huwa responsabbli għall-awtentikità ta' dik id-data.

3.5 Il-Klijent jifhem li l-Login ID, il-Password u l-Kodiċi tas-Sigurtà huma uniċi għalih u li m'għandu jżvela l-kontenut tagħhom jew jitransferihom lill ebda terza persuna, inklużi d-Detenturi Konguntital-Kont.

3.6 Il-Klijent għandu jzomm il-Login ID, il-Password u l-Kodiċi tas-Sigurtà f'post fiż-żgur u protett u għandu jużahom bir-responsabbiltà. Il-Klijenti jaġhrfu li huma mistennija jirrispettaw dan il-Ftehim, kif ukoll il-Mistoqsijiet Komuni (FAQs) dwar l-APS 365 ONLINE Internet Banking u l-Linji Gwida dwar is-Sigurtà tal-APS 365 ONLINE, illi kollha jinstabu fuq is-sit elettroniku [www.apsbank.com.mt](http://www.apsbank.com.mt).

3.7 Il-Klijent għandu juża s-Servizz tal-APS 365 ONLINE biss f'ambjent ta' sigurtà, fuq sistema elektronika ħielsa minn kull virus u mghammra b'firewall, u b'software antivirus u antispyware kif meħtieġ. Għal kull dettall tekniku ieħor marbut mas-Servizz tista' ssir referenza għall-Mistoqsijiet Komuni (FAQs) dwar l-APS365 ONLINE Internet Banking.

3.8 Meta jintuża s-Servizz, il-Klijent għandu jaġmel użu biss minn apparat u software adegwat biex ikollu garanzija ta' aċċess kontinwu u bla interruzzjoni.

3.9 Il-Bank ma huwiex responsabbli għal ebda telf jew dannu li jsorfi l-Klijent bħala riżultat ta' ksur tal-Klawsoli 3.4 sa 3.8.

3.10 Jekk it-telefon ċellulari, il-Login ID, il-Password u / jew il-Kodiċi tas-Sigurtà jisfaw mitlufa, użati ħażin, misruqa, danneġġati jew meqruda, u / jew ikun hemm suspett ta' xi aċċess jew istruzzjoni mhux awtorizzati, il-Klijent għandu jinforma liċ-Centru għall-Assistenza tal-Klijenti tal-Bank fuq in-numru tat-telefon 2122 6644 jew jikteb lill-maniġer fuq [csc@apsbank.com.mt](mailto:csc@apsbank.com.mt). Barra minn dan, il-Bank jista' jitolb lill-Klijent biex jikkollabora miegħu u mal-pulizija fuq din il-materja. F'każi bħal dawn, il-Bank ikollu d-diskrezzjoni unika u assoluta jekk jippermittix lill-Klijent li jerġa' jkollu aċċess għas-Servizz.

3.11 Il-Klijent hawn qiegħed jaġhti l-kunsens tiegħu lill-Bank biex jiddebita wiehed mill-Kontijiet tiegħu kurrenti jew ta' tiftidil fost dawk magħżulin waqt l-abbonament għas-Servizz tal-APS 365 ONLINE biex jithallsu d-drittijiet u t-tariffi mgarrba. Fl-eventwalità li l-Kont magħżul ma jkunx fih biżżejjed fondi biex jithallsu d-drittijiet dovuti, il-Bank iżomm id-dritt li jiddebita kwalunkwe kont ieħor kurrenti jew ta' tiftidil miżmum fisem il-Klijent waħdu biex jissalda l-ħlasijiet pendenti. Jekk ma jkun hemm ebda kont li minnu jkunu jistgħu jithallsu d-drittijiet dovuti, is-Servizz jiġi sospiż sakemm jerġa' jkun hemm biżżejjed fondi fil-kont tal-Klijent.

#### 4. L-OBBLIGI TAL-BANK:

4.1 Minħabba n-natura tas-Servizz, il-Bank ma jiggarantix li l-aċċess għas-Servizz ikun mingħajr interruzzjoni, bla dewmien jew bla żbalji.

4.2 Il-Bank ifittex li javża bil-quddiem lill-Klijenti permezz tal-Kaxxa tal-Posta Elettronika tal-APS 365 ONLINE u permezz tas-Sit Elettroniku uffiċjali tiegħu b'xi interruzzjonijiet li jkunu mistennija li jkun hemm fis-Servizz, kollu jew parti minnu.

4.3 Minkejja dan, il-Bank jista' jissospendi s-Servizz, kollu jew parti minnu, mingħajr avviż bil-quddiem, fejn jidhirlu li dan hu meħtieġ, inkluż għal raġunijiet ta' manutenzjoni jew biex iħares lill-Klijent fejn ikun hemm xi każ suspettat ta' ksur ta' sigurtà. F'dan l-aħħar każ, il-Bank jista' jinforma lill-Klijent qabel ma jissospendi s-Servizz jew immedjatament wara.

4.4 Id-drittijiet u t-tariffi kollha miġbura mill-Bank, bl-eċċezzjoni ta' dawk id-drittijiet li jkunu applikabbli per jodikament, għar-rigward ta' tranzazzjonijiet li ma jkunux mitmuma b'suċċess minħabba li jkunu ġraw xi każi li jaqgħu taħt il-Klawsoli 4.2 u 4.3 hawn fuq, jithallsu lura mill-Bank lill-Klijent. Il-Bank m'għandu ebda obbligazzjoni oħra lejn il-Klijent ħlief dan l-imsemmi ħlas lura.

4.5 Il-Bank ma huwiex responsabbli għal ebda telf, dirett jew indirett, ta' profitti, avvjament, negożju, jew tiftidil jew qligħ antiċ ipat u lanqas għal xi telf jew dannu indirett jew konsegwenzjali li jirriżulta mis-Servizz jew li għandu xi konnessjoni miegħu.

4.6 Il-Bank jieħu l-passi raġonevoli biex jassigura li s-Servizz ikollu sistemi adegwati ta' sigurtà b'mod li jtaffi, kemm jista' jkun, ir-riskji li jista' jkun hemm.

4.7 Fl-eventwalità li jiġi stabiliti li tranzazzjoni tkun għet mgħoddija ħażin mill-Bank, il-Bank jikkredita l-Kont bl-ammont u bid-drittijiet, tariffi, kummissjonijiet u mghaxxijiet relattivi li setgħu jkunu ġew iddebitati fih. Dan isir mingħajr preġudizzju għal kull rimedju ieħor li jista' jkun ipprovdut taħt it-termini u kundizzjonijiet li jirregolaw il-Kont.

#### 5. IT-TELEFON ĊELLULARI:

5.1 Il-Klijent għandu jara li t-telefon ċellulari li fuqu jkun se jirċievi l-Kodiċi tas-Sigurtà jkun issettjat sew u jkun jista' jirċievi l-messaġġi bl-SMS.

5.2 Il-Klijent għandu wkoll jara li jkun hemm biżżejjed spazju liberu ta' memorja fuq it-telefon ċellulari biex ikun jista' jirċievi l-SMS bil-Kodiċi tas-Sigurtà.

5.3 Il-messaġġi bl-SMS jintbagħtu b'xejn.

#### 6. IL-KAXXA TAL-POSTA ELETTRONIKA TAL-APS 365 ONLINE:

6.1 Il-Bank għandu d-dritt li jibgħat istruzzjonijiet, komunikazzjonijiet u avviżi, inklużi aħbarijiet ta' natura ġenerali u ta' marketing, lill-Klijent fil-Kaxxa tal-Posta Elettronika li teżisti fis-Servizz tal-APS 365 ONLINE.

6.2 Il-Klijent jitqies li jkun irċieva u li ġie debitament notifikat b'kull istruzzjoni, komunikazzjoni jew notifika mibgħuta permezz tas-Servizz tal-APS 365 ONLINE malli din tkun tqiegħdet għad-dispożizzjoni tiegħu.

6.3 Il-Klijent jista' wkoll juża l-Kaxxa tal-Posta Elettronika tal-APS 365 ONLINE sabiex jikkomunika maċ-Centru għall-Assistenza tal-Klijenti tal-Bank.

#### 7. ĦLAS TA' DRITTIJET BANKARJI:

7.1 Il-Bank għandu d-dritt li jzomm ħlas ta' ammont stipulat għal kull perijodu mingħand il-Klijent għall-użu tas-Servizz tal-APS 365 ONLINE, u li jintroduċi jew jirrevedi tariffi u drittijiet skont it-Tariffa tad-Drittijiet tal-Bank ippubblikata fuq is-sit elettroniku [www.apsbank.com.mt](http://www.apsbank.com.mt).

Il-Klijent jiġi notifikat bit-tariffi u d-drittijiet godda jew riveduti fil-Kaxxa tal-Posta Elettronika tal-APS 365 ONLINE mhux aktar tard minn xahrejn (2) qabel id-data li fiha t-tariffi u d-drittijiet godda jew riveduti jidhlu fis-sefħ.

#### 8. INDENNIZZ:

8.1 Sakemm ma jkunux dovuti għal ħtija gravi jew nuqqas intenzjonat mill-Bank jew mill-impjegati tiegħu, u biss sal-limitu tat-telf jew dannu dirett u raġonevolment prevedibbli (jekk ikun hemm) li jirriżulta direttament u unikament minnhom jew tal-ammont tat-tranzazzjoni rilevanti (skont liema jkun l-anqas), il-Bank ma jassumi ebda obbligazzjoni jew responsabbiltà lejn il-Klijent jew lejn kwalunkwe persuna oħra għall-konsegwenzi li jirriżultaw minn dan li ġej jew in konnessjoni ma' dan li ġej:

A. In-nuqqas, dewmien, interruzzjoni, interċezzjoni, sospensjoni, telf, mutilazzjoni jew falliment ieħor fil-provvista tas-Servizz tal-APS 365 ONLINE (inklużi mingħajr ebda limitazzjoni l-interruzzjoni, interċezzjoni, sospensjoni, dewmien jew falliment fil-ġenerazzjoni tal-Kodiċi tas-Sigurtà), għat-trasmissjoni ta' talbiet, istruzzjonijiet, komunikazzjonijiet, notifikazzjonijiet, jew informazzjoni marbuta mas-Servizz jew in konnessjoni mas-Sit Elettroniku tas-Servizz, ikkawżati minn xi atti, omissjonijiet jew ċirkustanzi li l-Bank ma jkollu raġonevolment ebda kontroll fuqhom.

- B. Nuqqas jew dewmien fl-ipproċessar ta' tranżazzjoni magħmula mill-Klijent fuq is-Servizz tal-APS 365 ONLINE.
- C. Informazzjoni u / jew komputazzjoni li ma tkunx aġġornata, preċiża, korretta jew kompleta.
- D. Kull dewmien jew inezattezza fil-hruġ ta' xi avviż, konferma u / jew Rendikont.
- E. Kull difett jew nuqqas ta' funzjonament tat-telefon ċellulari użat biex jirċievi l-Kodiċi tas-Sigurtà, jew tal-apparat u / jew tas-software li jintużaw mill-Klijent jew mill-Bank.
- F. Użu mhux awtorizzat tal-Login ID, il-Password u / jew il-Kodiċi tas-Sigurtà.
- G. Kull att jew ommissjoni min-naħa tal-Klijent bi ksar tad-dispożizzjonijiet ta' dan il-Ftehim, tal-Mistoqsijiet Komuni (FAQs) dwar l-APS 365 ONLINE Internet Banking jew tal-Linji Gwida dwar is-Sigurtà tal-APS 365 ONLINE.
- H. In-nuqqas min-naħa tal-Klijent milli jikkonforma mal-liġijiet u r-regolamenti rilevanti, jew mal-politika, istruzzjonijiet, komunikazzjonijiet jew notifikazzjonijiet tal-Bank.
- I. Kull kawża ta' force majeure.

8.2 Il-Klijent hawn qiegħed jikkommetti ruħu li jzomm lill-Bank indennizzat għal kollox u f'kull hin, u liberu minn kull azzjoni, proċediment, talba, dannu, telf, dritt, spiża (inklużi mingħajr limitazzjoni drittijiet u spejjeż legali) li l-Bank jista' jgarrab, direttament jew indirettament u tkun xi tkun ir-raġuni, minħabba li jkun wettaq l-istruzzjoni tiegħu. Inolte, il-Klijent jaċċetta li jirratifika kull azzjoni meħuda mill-Bank in segwitu għal tali istruzzjonijiet, komunikazzjonijiet u avviżi mogħtija permezz tas-Servizz tal-APS 365 ONLINE.

8.3 Malli jkun hemm avviż jew suspett illi l-Login ID, il-Password u / jew il-Kodiċi tas-Sigurtà setgħu ġew żvelati lil xi persuna mhux awtorizzata, u / jew li t-telefon ċellulari seta' ntlef jew b'xi mod ieħor ġie f'idejn jew fil-kontroll ta' xi persuna mhux awtorizzata, jew li seta' sar użu mhux awtorizzat tas-Servizz, il-Klijent jibqa' responsabbli sa massimu ta' €150 għall-użu tas-Servizz minn persuni mhux awtorizzati jew għal għanijiet mhux awtorizzati sakemm il-Klijent ma javżax lill-Bank b'dak li jkun ġara, skont it-termini tal-Klawsola 3.10.

8.4 Minkejja dak li hemm fil-Klawsola 8.3 hawn fuq, il-Klijent jinżamm responsabbli għal kull telf, inkluż l-ammont ta' kull tranżazzjoni mgħoddija mingħajr l-awtorità tiegħu, fejn ikun jista' jiġi pprovat mill-Bank li l-Klijent ikun aġixxa bi frodi jew bi htija gravi, u b'hekk ikun għamilha faċli li tgħaddi tranżazzjoni mhux awtorizzata. Għall-finijiet ta' din il-Klawsola, "htija gravi" tinkludi wkoll in-nuqqas min-naħa tal-Klijent li josserva d-dmirijiet imsemmija fil-Klawsoli 3.4 sa 3.8 hawn fuq, kif ukoll li jsegwi l-Pariri ta' Sigurtà li jinstabu fil-Mistoqsijiet Komuni (FAQs) dwar l-APS 365 ONLINE Internet Banking u fil-Linji Gwida dwar is-Sigurtà tal-APS 365 ONLINE.

8.5 Il-Bank huwa obligat li jaġixxi b'konformità mal-liġijiet u mar-regolamenti u t-talbiet tal-awtoritajiet pubbliċi u regolatorji f'diversi ġurisdizzjonijiet għal dak li jirrigwarda l-prevenzjoni tal-ħasil tal-flus, tal-finanzjament tat-terroriżmu u tal-provvista ta' servizzi finanzjarji u oħrajn lil persuni jew entitajiet li fuqhom ikun hemm s-anzjonijiet. Fit-twettiq ta' dawn l-obbligi, il-Bank jista' jieħu kull azzjoni li jidherli xierqa, bħal m'huma l-interċezzjoni u l-investigazzjoni ta' xi rikjesta, istruzzjoni jew tranżazzjoni, u l-Bank ma jkun responsabbli għal ebda telf jew dannu li jista' jirriżulta, ikun ta' liema natura jkun u tkun xi tkun ir-raġuni, li l-Klijent jew terzi persuni jistgħu jgarrbu bħala riżultat ta' xi dewmien jew nuqqas ta' eżekuzzjoni. Għaldaqstant, il-Bank ma jistax jiggarantixxi l-veraċità jew il-korrettezza ta' kwalunkwe messaġġ ta' konferma għar-rigward ta' xi rikjesta, istruzzjoni jew tranżazzjoni li tkun soġġetta għal xi azzjoni meħuda in segwitu ta' din il-Klawsola.

## 9. TERMINAZZJONI TAL-FTEHIM:

9.1 Minkejja d-dispożizzjonijiet li hemm fil-Klawsoli 3.3, 3.10 u 4.3, il-Bank u / jew il-Klijent huma intitolati li jirrestringu, jissospendu jew jiterminaw il-Ftehim għal kwakunkwe raġuni, bil-kundizzjoni li jingħata avviż bil-miktub minn ġimagħtejn (2) qabel.

9.2 Ir-restrizzjoni, sospensjoni jew terminazzjoni tal-Ftehim tisser ir-restrizzjoni, sospensjoni jew terminazzjoni, skont il-każ, sew tas-Servizz tal-APS 365 ONLINE kemm tal-użu tal-Login ID, tal-Password u tal-Kodiċi tas-Sigurtà, jew ta' wieħed jew uħud minnhom.

9.3 Minkejja dak li hemm fil-Klawsola 9.1 hawn fuq, il-Bank huwa intitolat li jirrestringi, jissospendi jew jitermina l-Ftehim, minnufih u mingħajr avviż minn qabel, fil-każi li ġejjin:

- A. Il-Klijent ikun ġie dikjarat fallut.
- B. Il-Klijent ikun negliġenti jew ma jkunx konformi ma' dan il-Ftehim, mal-Mistoqsijiet Komuni (FAQs) dwar l-APS 365 ONLINE Internet Banking jew mal-Linji Gwida dwar is-Sigurtà tal-APS 365 ONLINE.
- C. Ir-relazzjoni bankarja bejn il-Klijent u l-Bank tkun intemmet, hi x'inhi-raġuni.
- D. Tibdil fil-kundizzjonijiet tas-suq jew fil-prattika ġeneralital-Bank.
- E. Tibdil fil-liġi jew deċiżjoni meħuda minn xi qorti, tribunal, regolatur jew korp simili.
- F. Kull kawża ta' force majeure.

9.4 Minkejja dak li hemm fil-Klawsola 9.3 hawn fuq, u sakemm ma jkunx dikjarat speċifikament mod ieħor mill-Bank, ir-restrizzjoni, sospensjoni jew terminazzjoni tal-Ftehim normalment ma toqotx u / jew ma tippregudikax il-kontinwazzjoni tar-relazzjoni bankarja bejn il-Bank u l-Klijent.

9.5 Ladarba s-Servizz ikun ġie terminat, il-Klijent jintalab iħallas immedjatament id-drittijiet, kummissjonijiet, tariffi u mgħaxxijiet kollha pendenti, waqt li l-Klijent ikun intitolat għal rifużjoni pro rata tad-dritt tal-abbonament u / jew ta' xi dritt ieħor applikabbli.

9.6 Wara li l-Ftehim ikun sospiż jew terminat, id-dispożizzjonijiet kollha ta' dan il-Ftehim illi l-portata tagħhom jista' jkollha effett biss jekk jibqgħu jgħoddu wara s-sospensjoni jew it-terminazzjoni tas-Servizz u / jew tal-użu tas-Servizz mill-Klijent, jibqgħu għal kollox in vigore.

## 10. FORZA MAĠĠURI:

10.1 Il-Bank ma jkun responsabbli għal ebda dewmien li jista' jkun hemm fit-twettiq ta' kwalunkwe wieħed mill-obbligi tiegħu taħt dan il-Ftehim minħabba kawżi li hu ma jkollux raġonevolment kontroll fuqhom, inklużi (imma mhux biss) nar, gwerra, irvell, taqlib civili, azzjoni tal-gvern, strajk, lock-out jew azzjoni industrijali jew tilwim ieħor mal-haddiema (sew jekk dawk imdahħla jkunu l-impjegati tal-Bank kemm dawk ta' terzi), difett jew nuqqas mhux mistenni fil-funzjonament ta' sistemi tal-kompjuter, tat-telefonija, jew tal-komunikazzjoni tad-data, atti ta' xi awtorità civili jew militari, azzjonijiet ġudizzjarji, diżastri naturali, jew xi disgrazzja jew xi traġedja naturali oħra, sa kemm u sa fejn l-effetti ta' tali ċirkustanzi jibqgħu jseħħu.

## 11. KUNFIDENZJALITÀ:

11.1 Il-Klijent jifhem li waqt li jkun qed jingħata s-Servizz jista' jkun meħtieġ li l-Bank u l-Klijent jgħaddu bejniethom ċerta informazzjoni kunfidenzjali. Il-Klijent jifhem illi, fl-għoti tas-Servizz, il-Bank ikollu bżonn jipproċessa, jaqsam jew jibgħat informazzjoni, dwar il-Klijent jew dwar il-Kont(jiet) tiegħu, fl-ambitu tal-Bank stess jew għand terzi persuni, u għalhekk qiegħed hawn jawtorizza lill-Bank biex jagħmel dan.

11.2 B'danakollu, il-Bank jieħu l-passi kollha biex jassigura illi, sa fejn ikun possibbli, l-informazzjoni kollha li jkollu li tkun tirreferi għall-Klijent ma tiġix żvelata lil terzi persuni, hliet:

- A. Fejn meħtieġ minn xi liġi jew regolament, jew mitlub minn xi awtorità pubblika jew regolatorja.
- B. Għall-fini tal-prevenzjoni ta' frodi.
- C. Sabiex il-Bank ikun jista' jagħti s-Servizz.

Il-Klijent jirrikonoxxi li d-data entrati fis-Servizz u l-informazzjoni li tgħaddi minnu jinġarru fuq l-Internet.

11.3 Biex jagħtu s-Servizz, il-Bank u l-Amministratur Awtorizzat tat-Telefonija Ċellulari jipproċessaw id-data kollha b'konformità mal-leġislazzjoni dwar il-Protezzjoni tad-Data attwalment in vigore. Il-Bank jipproċessa kull data wkoll b'konformità mal-imsemmija leġislazzjoni għal diversi raġunijiet oħra, inkluż biex jiżviluppa u jtejjeb il-prodotti u s-servizzi tal-Bank.

11.4 Il-Klijent hawn qiegħed jagħti l-kunsens tiegħu biex in-numru tat-telefon ċellulari li jkun ta lill-Bank jintbagħat mill-Bank lill-Amministratur Awtorizzat tat-Telefonija Ċellulari sabiex il-Klijent ikun jista' jirċievi l-messaġġi bl-SMS li jkun fihom il-Kodiċi tas-Sigurtà meħtieġ biex jaċċessa s-Servizz tal-APS 365 ONLINE. Għaldaqstant il-Klijent huwa konxju li l-Amministratur tat-Telefonija Ċellulari jista' possibbilment jaasal għall-konklużjoni li teżisti relazzjoni bankarja bejn il-Klijent u l-Bank.

11.5 Għalkemm, fl-ghoti tas-Servizz, il-pakketti tad-data personali jiġu trasmessi f'forma krittografata, l-identità ta' min ikun qed jibgħat u ta' min ikun qed jirċievi ma tkunx krittografata, u għalhekk tista' potenzjalment tinqara minn terzi persuni. Hekk jista' jkun possibbli li terza persuna tasal għall-konklużjoni li teżisti relazzjoni bankarja bejn il-Klijent u l-Bank.

11.6 Jekk il-Klijent jikseb aċċess mhux awtorizzat għal xi data, inkluża data li tappartjeni lill-Bank, għandu jittratta dik id-data bħala kunfidenzjali u minnufih jinforma lill-Bank.

## 12. DRITTIJET TAL-AWTUR U MARKI REĠISTRATI:

12.1 Il-kontenut kollu tas-Servizz tal-APS 365 ONLINE huwa soġġett għal-liġijiet dwar id-drittijiet tal-awtur.

12.2 APS 365 ONLINE hija marka reġistrata tal-APS Bank plc.

12.3 Il-Klijent hawn qiegħed jagħti l-kunsens tiegħu li ma жузax is-Servizz u / jew is-Sit Elettroniku tas-Servizz għal xi għan li jmur kontra l-liġi jew li jkun abbużiv, libelluż, oxxen jew ta' theddid.

## 13. ASSISTENZA LILL-KLIJENTI:

13.1 Jekk il-Bank ma jilfaqx l-istandard ta' servizz mistenni mill-Klijent, jew jekk il-Klijent jahseb li l-Bank ikun għamel xi żball, il-Klijent 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 jergax jiġri l-istess.

13.2 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.

## 14. ĠENERALI:

14.1 Il-Bank jista' jirrifjuta li jeżegwixxi xi talba, istruzzjoni jew tranżazzjoni permezz tas-Servizz tal-APS 365 ONLINE f'każi fejn it-talba, istruzzjoni jew tranżazzjoni tkun taqbeż xi limitu partikolari jew fejn ikun hemm suspett li jkun se jsir xi ksur ta' dan il-Ftehim, jew tal-Mistoqsijiet Komuni (FAQs) dwar l-APS 365 ONLINE Internet Banking jew tal-Linji Gwida dwar is-Sigurtà tal-APS 365 ONLINE, jew li jkun se jsir xi ksur ta' sigurtà.

14.2 Fl-eventwalità li jsir żball marbut mas-Servizz tal-APS 365 ONLINE illi ma jkunx attribwibbli lill-Klijent, il-Bank jagħmel dak kollu li jkun raġonevolment meħtieġ biex jirrettifika l-iżball u jerga' jibgħat jew jipproċessa t-talba, istruzzjoni jew tranżazzjoni tal-Klijent mingħajr ebda spiża addizzjonali għall-Klijent.

14.3 Is-Servizz tal-APS 365 ONLINE, il-Metodi ta' Awtentikazzjoni li jipprovdu l-aċċess għalih, u d-dokumentazzjoni kollha rilevanti, inkluż il-Ftehim, jistgħu minn żmien għal żmien jiġu emendati, estiżi jew sostitwiti mill-Bank fid-diskrezzjoni tiegħu. Il-Bank jinforma lill-Klijent mhux aktar tard minn xahrejn (2) qabel id-data li fiha l-emenda, estensjoni jew sostituzzjoni tidhol fis-seħh. B'danakollu, il-fatt illi l-Klijent jibqa' jaċċessa u жузax s-Servizz għal perijodu ta' xahar (1) mid-data tal-avviż ta' tali emenda, estensjoni jew sostituzzjoni jkun jikkostitwixxi l-aċċettazzjoni tal-Klijent ta' dawk it-tibdiliet.

14.4 Il-Bank jista' jaħtar lil terzi persuni biex jipprovdu s-Servizz tal-APS 365 ONLINE, kollu jew parti minnu, inkluż l-aċċess għalih billi jinnomina Amministratur Awtorizzat tat-Telefonija Ċellulari, u dawk it-terzi persuni għandhom josservaw ir-regoli tal-kunfidenzjalità.

14.5 Fl-eventwalità ta' amalgamazzjoni, akkwizzizzjoni jew trasferiment tal-attivitatijiet tal-Bank, kollha jew uħud minnhom, il-Bank ikun intitolat li jittrasferixxi u jassenja s-Servizz u l-Ftehim tal-APS 365 ONLINE lill-entità li tassumi l-attivitatijiet tal-Bank.

14.6 Il-Bank ma jiggarantix li s-Servizz ikun ħieles minn kull virus jew minn fatturi distruttivi li jistgħu jolqtu hażin l-apparat elettroniku, is-software jew il-makkinarju tal-Klijent.

14.7 Is-Servizz huwa mfassal biex jintuża f'Malta u mhuwiex indirizzat jew intenzjonat li jitqassam jew jintuża minn xi persuna jew entità f'xi guriisdizzjoni jew pajjiż fejn il-pubblikazzjoni jew id-disponibilità tas-Servizz jew tali tqassim jew użu jmorru kontra l-liġi jew ir-regolamenti tal-post. Jekk il-Klijent jagħżel li жузax s-Servizz, ir-responsabbiltà li jikkonforma mal-liġijiet applikabbli lokali, nazzjonali jew internazzjonali tkun tiegħu, u kull użu tas-Servizz li jsir barra minn Malta jkun totalment għar-riskju tal-Klijent. Huwa rakkomandat li l-Klijent ifittex il-parir ta' konsulent legali biex jiggrawidha dwar din is-sitwazzjoni partikolari.

14.8 Il-Klijent jista' jikkomunika mal-Bank bl-Ingliż jew bil-Malti, għalkemm il-Bank jippreferi jikkomunika bl-Ingliż.

## 15. SEPARABILITÀ:

15.1 Kull waħda mid-dispożizzjonijiet ta' dan il-Ftehim hija separabbli u distinta mill-oħrajn, u jekk xi darba waħda jew aktar minn dawn id-dispożizzjonijiet, li mhijex ta' natura fundamentali, tkun jew issir illegali, invalida jew ma tkunx tista' tiġi inforzata, id-dispożizzjonijiet l-oħrajn ma jitilfu xejn mil-legalità u l-validità tagħhom u mill-kapaċità tagħhom li jiġu inforzati.

## 16. DIKJARAZZJONI TA' ĊAĦDA:

16.1 Ebda att, dewmien jew nuqqas min-naħa tal-Bank ma jkollu xi effett fuq id-drittijiet, poteri u rimedji li għandu l-Bank taħt dan il-Ftehim jew fuq xi eżerċizzju ieħor jew ulterjuri ta' dawk id-drittijiet, poteri jew rimedji. Id-drittijiet u r-rimedji taħt dan il-Ftehim huma kumulattivi u ma jeskludux id-drittijiet u r-rimedji li tagħti l-liġi.

## 17. KONT(IJET) KONGUNT(I):

17.1 Fejn il-Kont ikun Kont Kongunt, kull referenza għall-"Klijent" f'dan il-Ftehim għandha titqies li tfisser id-Detenturi kollha flimkien tal-Kont Kongunt u kull wieħed minnhom. Il-Klijenti kongunti kollha jkunu flimkien u separatament responsabbli għat-talbiet, istruzzjonijiet u tranżazzjonijiet kollha magħmula bl-użu tas-Servizz tal-APS 365 ONLINE.

17.2 Fejn il-Kont li jkun se jiġi debitat ikun Kont Kongunt b'mandat li l-istruzzjonijiet jeħtieġu l-firma ta' iżjed minn detentur wieħed, il-firma elettronika (jiġifieri l-awtorizzazzjoni) tad-detentur l-ieħor jew tad-detenturi l-oħrajn tkun meħtieġa qabel ma t-talbiet, istruzzjonijiet jew tranżazzjonijiet ikunu jistgħu jiġu aċċettati u pproċessati mill-Bank.

17.3 Id-Detenturi ta' Kont Kongunt jirrikonoxxu illi persuna (sew jekk tkun utent ieħor appuntat minnhom fuq l-istruzzjonijiet tagħhom jew xi terza persuna awtorizzata jew mhux awtorizzata) illi tentra l-Login ID, il-Password u / jew il-Kodiċi tas-Sigurtà, skont kif applikabbli, ta' Detentur ta' Kont Kongunt meta jintuża s-Servizz se tkun dejjem intitolata li tuża s-Servizz (bħallikieku hi kienet il-Klijent li għandu l-użu tas-Servizz), anke jekk il-Bank ma jkunx gie notifikat separatament dwar dan.

## 18. LIĠI U PROĊEDURI:

18.1 Is-Servizz u dan il-Ftehim humaregolati u jiġu interpretati skont il-Liġijiet ta' Malta.

18.2 Il-Qrati ta' Malta jkollhom il-guriisdizzjoni esklussiva fuq kull talba u / jew tilwima li jkun hemm għar-rigward tas-Servizz u ta' dan il-Ftehim.

Jien / Aħna, hawn taħt iffirmit(i), niddikjara(w) illi ġejt / ġejna pprovdut(i) kopja tat-Termini u Kundizzjonijiet għas-Servizz tal-APS 365 ONLINE - Ftehim għall-Klijenti Personali, maħruġa mill-APS Bank plc, u li jien / aħna qrajthom / qrajniehom, fhimthom / fhimniehom, u naċċetta(w)hom.

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Firma / Firem

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Data

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Isem u Kunjom / Ismijiet u Kunjomijiet

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*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 tipprovi servizzi ta' pagament. Kopji tat-termini u kundizzjonijiet kollha jistgħu jinkisbu mill-fergħat u l-agenziji tal-APS Bank plc jew jistgħu jitniżzlu mis-sit elettroniku [www.apsbank.com.mt](http://www.apsbank.com.mt).*

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**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.**

**ANNEX NR. 1**  
**LISTA TAL-KONTIJET U TAL-PRODOTTI**

- ❖ Aral-bilanċ(i) tal-kont(ijiet);
- ❖ Iċċekkja l-entrati fil-kont(ijiet);
- ❖ Iftaħ kontijiet fl-ewro jew f' munita oħra barranija;
- ❖ Ibdel l-istatus tal-kont, il-metodu għall-ħlas tal-imgħax jew l-istruzzjonijiet tal-maturità ta' kontijiet ta' depożitu fiss;
- ❖ Agħti l-ism Familjari lil kont(ijiet) tiegħek;
- ❖ Avża lill-Bank li trid tiġbed flus minn Kont Bonanza;
- ❖ Ittrasferixxi flus bejn kontijiet li għandek mal-Bank fl-ewro jew f' munita oħra barranija;
- ❖ Ittrasferixxi flus fl-ewro jew f' munita oħra barranija minn kont tiegħek għal kwalunkwe kont ieħor madwar id-dinja;
- ❖ Ordna flus kontanti fl-ewro jew f' munita oħra barranija;
- ❖ Ordna ċekkijiet bankarji fl-ewro jew f' munita oħra barranija;
- ❖ Ħallas kontijiet għas-servizzi utilitarji jew kontijiet oħra;
- ❖ Oħloq, emenda jew ħassar ordnijiet fissi;
- ❖ Ordna jew ħassar twaqqif ta' pagament b'ċekk;
- ❖ Ordna kotba taċ-ċekkijiet jew tad-depożitu;
- ❖ Ara u ordna ritratt(i) taċ-ċekk(ijiet);
- ❖ Ara u stampa rendikont(i) u agħmel ordni biex rendikont uffiċjali tal-Bank jintbagħatlek bil-posta fl-indirizz magħżul minnek;
- ❖ Ara r-rati tal-kambju;
- ❖ Ara t-Tariffa tad-Drittijiet u t-Tabella tal-Ħinijiet tal-Qtugħtal-Bank;
- ❖ Applika għal-kard ġdida;
- ❖ Orbot il-kont(ijiet) mal-PREMIER jew VISA Debit Card (hemm xi kundizzjonijiet);
- ❖ Ibdel il-limitu ta' kuljum fuq il-VISA Debit Card;
- ❖ Avża lill-Bank bit-telf jew serq tal-Kard(s);
- ❖ Itlob Numru ta' Identifikazzjoni Personali (PIN) ġdid fuq il-Kard;
- ❖ Ibdel id-dettalji ta' fejn nikkuntattjawk;
- ❖ Aħdem l-ammont prospettiv ta' ħlasijiet lura fuq self fiss;
- ❖ Iffissa r-regoli dwar firmatarji\*;
- ❖ Ibdel il-Password jew in-numru taċ-cellulari\*\*.

\* tapplika għal Detenturi ta' Kont Kongunt u għal Klijenti Inkorporati

\*\* tapplika għal min juża l-Metodu ta' Awtentikazzjoni biċ-Cellulari

**ANNEX NR. 2**  
**IL-LIMITI TAT-TRANŻAZZJONIET U TA' KULJUM**

<i>Awtorità</i>	<i>Tip ta' Limitu</i>	<i>Valur tal-Limitu</i>
Trasferiment ta' flus bejn kontijiet tiegħek	Għal kull tranżazzjoni	€50,000
Trasferiment ta' flus bejn kontijiet tiegħek	Kuljum	€120,000
Trasferiment ta' flus lil terza persuna	Għal kull tranżazzjoni	€15,000
Trasferiment ta' flus lil terza persuna	Kuljum	€25,000
Ftuħ ta' kont ġdid ta' depożitu fiss	Għal kull tranżazzjoni	€50,000
Ftuħ ta' kont ġdid ta' depożitu fiss	Kuljum	€120,000
Ftuħ ta' Kont	Għal kull tranżazzjoni	€50,000
Ftuħ ta' Kont	Kuljum	€120,000
Hoġqien ta' ordni fissa	Għal kull tranżazzjoni	€15,000
Hoġqien ta' ordni fissa	Kuljum	€25,000
Ordni għal flus kontanti jew ċekk bankarju	Għal kull tranżazzjoni	€250,000
Ordni għal flus kontanti jew ċekk bankarju	Kuljum	€500,000
Avviż dwar Bonanza	Għal kull tranżazzjoni	€50,000
Avviż dwar Bonanza	Kuljum	€120,000
Flas ta' kont	Għal kull tranżazzjoni	€15,000
Flas ta' kont	Kuljum	€25,000