

TELEGRAPHIC TRANSFERS – TERMS AND CONDITIONS

These Terms and Conditions govern credit transfers executed by APS Bank plc denominated in any one of the currencies indicated in its Exchange Rates Table between accounts held by it in the name of different customers or between an account held by it and one held with any other bank. The Exchange Rates Table may be requested at any branch of the said bank or may be viewed at www.apsbank.com.mt.

It is important that the Customer reads carefully and understands these Terms and Conditions.

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

- **“Acceptance Date”** means the date on which the Customer meets all the requirements set by the Bank for the acceptance and subsequent processing of Credit Transfers;
- **“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 (C2192) having its registered address at APS Centre, Tower Street, Birkirkara BKR 4012, Malta and all its assignees and successors in title;
- **“Bank Working Day”** means such day on which banks in their respective jurisdiction are open for business;
- **“Beneficiary”** means the end recipient of the funds being transferred in terms of the Credit Transfer;
- **“Beneficiary Bank”** means such bank with which the Beneficiary holds the account to be credited in terms of the Credit Transfer instructions given by the Originator;
- **“Credit Transfer”** means a set of instructions given by the Originator to debit an account with a determinate amount and have the said funds transferred to an account held by the Beneficiary;
- **“Customer”** means the account holder in whose name the Bank maintains the account and who is the Originator or Beneficiary of the Credit Transfer;
- **“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 Credit Transfer to be deemed to have been accepted by the Bank on a given date as advised by the Bank from time to time;
- **“Exchange Rates Table”** means the table of equivalent value of various currencies compared to the local currency, issued by the Bank;
- **“Execution Date”** means the date on which the Originator requests that his account be debited with the amount to be transferred or the value date requested by the remitting bank;
- **“IBAN”** means the International Bank Account Number used as a unique identifier of a determinate account held with a bank;
- **“Originator”** means the initiator of a Credit Transfer;
- **“Originator Bank”** means the bank which proceeds to execute the Credit Transfer instructions received from the Originator.

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. OUTWARD CREDIT TRANSFERS:

1.1 Subject to clause 3.1 hereunder, the Bank shall accept instructions to execute an outward Credit Transfer only when the Customer provides the Bank with all the information and details the Bank may request from the Customer. The information and details include, but are not limited to, any of the following:

- A. The IBAN of the account the Customer wishes to debit with the amount to be transferred;
- B. The necessary details and/or codes to identify the Beneficiary Bank and the Beneficiary's account to be credited with the funds to be transferred;
- C. The name, surname, address and country of residence of the Beneficiary;
- D. Any reference or details of the reason why the funds have been transferred to the Beneficiary.

1.2 Instructions to execute a Credit Transfer may be communicated to the Bank:

- A. At any branch or agency of the Bank;
- B. Through the APS 365 Online;
- C. Through fax or e-mail subject to the Bank having been provided with the requisite fax or e-mail indemnity agreements.

1.3 Following the Acceptance Date, the execution of the Credit Transfer and crediting of the Beneficiary's account may take from two (2) to three (3) Bank Working Days. Following the Execution Date the Customer may request the revocation of an outward Credit Transfer and the Bank shall endeavour to recover any funds so transferred if possible. Where the funds so transferred have been received by the Beneficiary Bank and/or credited to the Beneficiary's account, recovery of any such funds shall be subject to obtaining the consent of the Beneficiary Bank and/or the Beneficiary to return such funds. The Customer shall be debited with any charges, fees or commissions incurred by the Bank to do so.

1.4 Where the instructions to execute an outward Credit Transfer are received following the Cut-Off Time as per timetable published on www.apsbank.com.mt or where the Acceptance Date falls on a day which is not a Bank Working Day for the provision of Credit Transfer services by the Bank, the instructions shall be deemed to have been received on the next Bank Working Day.

1.5 Where the funds to be transferred are denominated in a currency other than that in which the account the Customer to debit is denominated, the Bank shall proceed to effect a currency conversion at the rates applicable on the Date of Execution as per Exchange Rates Table published on www.apsbank.com.mt. Any charge, fee or commission which becomes payable by the Customer in connection with the currency conversion shall be debited to the account indicated by the Customer in the outward Credit Transfer. Unless otherwise indicated by the Customer, the Bank shall not deduct any charge, fee or commission which may become due by the Beneficiary.

1.6 Where the Customer wishes the Execution Date to coincide with the Acceptance Date, the Customer should ensure that all the information and details the Bank may request to execute the Credit Transfer is received by the Bank on an Acceptance Date that is a Bank Working Day for the provision of Credit Transfer services and that any such information is received prior to the Cut-Off Time.

1.7 Where the Customer wishes an outward Credit Transfer to take place on a same day value, the Customer should contact the Bank to establish the applicable Cut-Off Time for the given geographical location and whether such a Credit Transfer is possible. The Bank retains the right to decline any such request.

1.8 Depending on how the instructions were communicated to the Bank, the Customer shall be provided with the relevant details of the outward Credit Transfer. The Customer may request proof of correct execution but where the Customer wishes to ascertain whether the funds were received by the Beneficiary as indicated in the outward Credit Transfer instructions, the Customer shall be debited with any charge, fee or commission incurred to do so.

1.9 An outward Credit Transfer may be rejected by the Bank or any correspondent bank or international clearing mechanism where the necessary details and information to execute the outward Credit Transfer are erroneous. The Beneficiary Bank may return an outward Credit Transfer for any of the reasons stated in clause 2.4 hereunder. In any such event, the Bank shall proceed to inform the client of such a return or reject and credit the Customer with the amount received by the Bank within such reasonable time as the Bank deems fit. Any charges, fees or commissions which the Bank incurs in the course of such a return or reject shall be deducted from the amount due to the Customer.

1.10 Any penalty which the Bank may incur in the course of executing the outward Credit Transfer shall be debited by the Bank to the Customer.

2. INWARD CREDIT TRANSFERS:

2.1 Funds shall be deemed to have been received by the Bank on the date on which its account is credited with the said funds. If the funds are received on a day which is not a Bank Working Day, the funds shall be deemed to have been received on the next Banking Business Date.

2.2 Without prejudice to clause 3.1, the funds so received shall be credited to the Customer's account as indicated in the incoming Credit Transfer instructions as long as the date so indicated is a Bank Working Day for the provision of Credit Transfer services and the funds are received within the applicable Cut-Off Time. Where this is not the case, the crediting shall take place on the next Bank Working Day when the Bank offers such services.

2.3 The amount indicated in the incoming Credit Transfer Instructions shall be credited with the entire amount received less any charges, fees or commissions which may be due to the Bank as *per* Bank's Tariff of Charges published on www.apsbank.com.mt. In the event that the amount received is denominated in a currency which is other than that in which the Customer's account is denominated, the Bank shall proceed to effect a currency conversion at the applicable exchange rate. Any charge, fee or commission payable in connection with the currency conversion shall be deducted separately from the amount received.

2.4 Where the Bank deems that it has not received the necessary information and details to proceed with the crediting of the Customer's account, the Bank may return the inward Credit Transfer to the Originator Bank. The same shall apply where the Bank deems there to be any regulatory or legal reason which impedes the crediting of the Customer's account as *per* inward Credit Transfer instructions received.

2.5 Where the Bank deems that it has not received the necessary information and details to proceed with the crediting of the Customer's account, the Bank may, at its sole discretion, contact the Originator Bank requesting any missing or erroneous information and details to be re-transmitted. If the Originator Bank complies with such a request, the Bank shall proceed to credit the Customer's account without any further undue delay. Any such re-transmitted inward Credit Transfer instructions shall be deemed to be a new inward Credit Transfer instructions and the Customer shall bear any charges, fees or commissions that may be incurred by the Bank to re-transmit and process anew any such inward Credit Transfer.

2.6 Where there exists any impediment to the crediting of the Customer's account as *per* inward Credit Transfer instructions or where the Originator Bank does not reply to any request to re-transmit the inward Credit Transfer instructions as per clause 2.5 here above, the Bank shall, in the absence of any legal impediment to do otherwise, transfer the funds back to the Originator Bank and consider the said inward Credit Transfer instructions as null and void.

2.7 Once the Customer's account has been credited, the Bank shall provide the Customer with the relative details of the inward Credit Transfer.

3. CONDITIONS FOR THE TRANSFER OF FUNDS:

3.1 Any movement of funds for Credit Transfers shall be subject to the applicable legal and regulatory requirements of a given jurisdiction being met. The Bank may delay the execution of any Credit Transfer instructions so as to abide by the said requirements and may decline to process the same if the said requirements are not met. The Customer should be aware that funds being transferred to or through a given jurisdiction may be subject to attachment. The Bank shall not be held liable for the said decline or delay or for any losses or damages the Customer may suffer.

3.2 The transfer of funds in the execution of a Credit Transfer shall be at the sole risk of the Customer and the Bank shall not be held liable for any loss or damages suffered by the Customer save where such loss or damages are occasioned by the Bank's gross negligence or wilful misconduct.

3.3 The Bank shall retain the right to transfer the funds subject to a Credit Transfer to any of its correspondent banks and not directly to the Beneficiary Bank or in the event of clause 2.6 to the Originator Bank, subject to the correspondent bank chosen by the Bank then transferring the said funds to the Beneficiary or Originator Bank as may be applicable. The Bank may also make use of any international clearing mechanism of which it is a member to proceed with the transfer of funds.

3.4 Where the Bank is unable to provide a firm exchange rate quotation the Bank shall effect the currency conversion on the basis of a provisional exchange rate, which shall be subject to adjustment when the actual exchange rate is ascertained. Any difference between the provisional rate and the actual rate shall be debited / credited (as the case may be) to the Customer's account.

3.5 The Bank retains the right to transmit the Credit Transfer, including any return thereof, either literally or in cipher and the Bank accepts no responsibility for any loss, delay, error, omission or mutilation which may occur in the transmission of any message or for its misinterpretation when received unless such error is due to its wilful negligence or gross misconduct.

4. DATA PROTECTION:

4.1 The Bank will treat all Customer's personal information that is necessary for the execution of Credit Transfers as private and confidential, even when he is no longer a customer and nothing about the Customer's relationship with the Bank or his name and address will be disclosed to anyone, except with the Customer's consent or if required by law. The Customer hereby agrees that instructions to execute a Credit Transfer shall include his consent to the disclosure of personal information to any competent authority in any given jurisdiction where this is necessary and required for the execution of the Credit Transfer in question.

4.2 Information about the Customer may be put onto the Bank's database and used, analysed and assessed by the Bank to provide the Customer with a better service. Apart from the Bank, this information, including the nature of the Customer's transactions, will be disclosed to third parties in order to provide him 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. The Bank aims to keep the Customer's information up to date.

4.3 The Bank may use third parties to process information on its behalf and in all processing of information, the Customer'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.

4.4 The Bank may also disclose information about the Customer to any person to whom the Bank transfers its rights and obligations under these General Terms and Conditions.

4.5 If the Customer 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.

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

4.7 The Bank may monitor or record the Customer'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. GENERAL:

5.1 The Customer is to pay all charges, fees, commissions and interests chargeable in connection with the Credit Transfer together with any costs that the Bank may incur and/or impose whenever Customer breaches any of these Terms and Conditions.

5.2 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 Customer may not assign or transfer any of his rights and / or obligations under these Terms and Conditions.

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

- A. Allow the Customer 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.

5.4 The Bank shall not be liable for any loss occasioned to the Customer 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.

5.5 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 Arbitrator 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.

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

- A. Applying in person at one of the Bank's branches. 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.

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

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

6. ADDITIONAL TERMS AND CONDITIONS:

6.1 When requesting the execution of a Credit Transfer, the Customer should also read the terms and conditions applicable in relation to Single Euro Payments Area (SEPA) Credit Transfers and Payment Services Directive. Where any such terms and conditions find application, the provisions thereof shall supersede any of the above as may be applicable.

6.2 Where clause 6.1 finds application, it will be enough for the purposes of clause 5.6 above for the Customer to sign, read, understand and accept the Single Euro Payments Area (SEPA) Credit Transfers Terms and Conditions or the Payment Services Directive General Terms and Conditions. These Terms and Conditions shall be deemed to be part of any such other terms and conditions.

I / We, the undersigned, do hereby declare that I / We have been provided with a copy of the Telegraphic Transfers – 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- TRASFERIMENTI TELEGRAFICI (TELEGRAPHIC TRANSFERS)

Dawn it-Termini u Kundizzjonijiet jirregolaw it-trasferimenti ta' kreditu mgħoddijin mill-APS Bank plc u denominati f'waħda mill-muniti indikati fit-Tabella tar-Rati tal-Kambju, bejn kontijiet miżmuma fil-Bank f'isem klijenti differenti jew bejn kont miżmum fil-Bank u kont miżmum f'bank ieħor. It-Tabella tar-Rati tal-Kambju tista' tinkiseb minn kwalunkwe fergħa tal-Bank u tinstab ukoll fuq is-sit elettroniku www.apsbank.com.mt.

Huwa importanti li l-Klijent 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 l-kundizzjonijiet kollha li jkunu in forza u applikabbli għalih dakinhar li jintuża;
- **“Bank”** tfisser l-APS Bank plc, (C 2192) li għandu l-uffiċċju registat f'APS Centre, Triq it-Torri, Birkirkara BKR 4012, Malta u ċ-ċessjonarji u s-suċċessuri kollha tiegħu b'titlu;
- **“Bank Benefiċjarju”** tfisser dak il-bank fejn il-Benefiċjarju jkollu l-kont li jkun se jiġi kkreditat skont it-termini tal-istruzzjonijiet ta' Trasferiment ta' Kreditu mogħtija mill-Originatur;
- **“Bank Originatur”** tfisser il-bank li jipproċedi biex jeżegwixxi l-istruzzjonijiet ta' Trasferiment ta' Kreditu li jkun ircieva minn għand l-Originatur;
- **“Benefiċjarju”** tfisser id-destinatari finali tal-fondi li jkunu qed jiġu trasferiti skont it-termini tat-Trasferiment ta' Kreditu;
- **“Data tal-Aċċettazzjoni”** tfisser id-data li fiha l-Klijent jissodisfa r-rekwiżiti kollha mitluba mill-Bank biex Trasferimenti ta' Kreditu jiġu aċċettati u mbaġħad ipproċessati;
- **“Data tal-Eżekuzzjoni”** tfisser id-data li l-Originatur ikun jittlob li fiha l-kont tiegħu jiġi debitat bl-ammont li jkun se jiġi trasferit, jew id-data tal-valur mitluba mill-bank li jkun qed jibgħat il-fondi;
- **“Hin tal-Qtugh”** tfisser il-hin sa meta r-rekwiżiti neċessarji stabilti mil-liġi u / jew mill-Bank iridu jkunu twettqu sabiex Trasferiment ta' Kreditu jkun meġjus bħala li gie aċċettat mill-Bank f'data partikolari, kif innotifikat mill-Bank minn żmien għal żmien;
- **“Numru Internazzjonali tal-Kont tal-Bank (IBAN)”** tfisser numru uniku li jidentifika kont bankarju internazzjonalment. Dan in-numru huwa magħmul minn massimu ta' wieħed u tletin ċifra numerika u alfabetika;
- **“Jum ta' Xogħol tal-Bank”** tfisser jum li fih il-bank fil-ġurisdizzjoni rispettiva tagħhom ikun miftuħin għax-xogħol;
- **“Klijent”** tfisser id-detentur tal-kont li f'ismu huwa miżmum il-Kont mill-Bank u li hu l-Originatur u / jew il-Benefiċjarju ta' Trasferiment ta' Kreditu;
- **“Originatur”** tfisser dak li jibda Trasferiment ta' Kreditu;
- **“Tabella tar-Rati tal-Kambju”** tfisser it-tabella tal-valur ekwivalenti ta' diversi muniti mqabbla mal-munita lokali, skont kif maħruġa mill-Bank;
- **“Trasferiment ta' Kreditu”** tfisser sett ta' istruzzjonijiet mogħtija mill-Originatur biex kont jiġi debitat b'ammont determinat u biex dawk il-fondi jiġu trasferiti f'kont miżmum mill-Benefiċjarju.

F'dawn it-Termini u Kundizzjonijiet kliem 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. TRASFERIMENTI TA' KREDITU 'L BARRA:

1.1 Bir-riżerva tad-dispożizzjoni tal-Klawsola 3.1 hawn taħt, il-Bank jaċċetta istruzzjonijiet biex jeżegwixxi Trasferiment ta' Kreditu 'l Barra biss meta l-Klijent jipprovdi lill-Bank bl-informazzjoni u d-dettalji kollha li l-Bank jista' jittlob minn għand il-Klijent. L-informazzjoni u d-dettalji jinkludu, imma mhumiex limitati, għal dan li ġejj:

- A. L-IBAN tal-kont li l-Klijent jixtieq li jiġi debitat bl-ammont li jkun se jiġi trasferit;
 - B. Id-dettalji u / jew il-kodiċi meħtieġa biex jiġu identifikati l-Bank Benefiċjarju u l-kont tal-Benefiċjarju li fih iridu jiġu kkreditati l-fondi li jkunu se jiġu trasferiti;
 - C. L-isem, l-indirizz u l-pajjiż tar-residenza tal-Benefiċjarju;
 - D. Xi referenza jew dettalji tar-raġuni l-għala l-fondi jkunu qed jiġu trasferiti lill-Benefiċjarju.
- 1.2 L-istruzzjonijiet biex isir Trasferiment ta' Kreditu jistgħu jiġu kkomunikati lill-Bank:
- A. F'kull fergħa jew aġenzija tal-Bank;
 - B. Permezz tal-APS 365 Online;
 - C. Bil-fax jew bl-email ladarba l-Bank ikun ingħata d-dokumenti rekwiżiti ta' indennizz għar-rigward tal-komunikazzjoni bil-fax jew bl-email.
- 1.3 L-eżekuzzjoni tat-Trasferiment ta' Kreditu u l-kreditu fil-kont tal-Benefiċjarju jistgħu jiehdu minn Jumejn (2) sa tlett (3) ijiem ta' Xogħol tal-Bank wara d-Data tal-Aċċettazzjoni. Wara d-Data tal-Eżekuzzjoni il-Klijent jista' jittlob ir-revoka tat-Trasferiment ta' Kreditu 'l Barra u l-Bank jagħmel mill-aħjar biex, jekk ikun possibbli, jirkupra l-fondi li jkunu ġew trasferiti. Fejn il-fondi trasferiti jkunu waslu għand il-Bank Benefiċjarju u / jew ġew ikkreditati fil-kont tal-Benefiċjarju, l-irkupru ta' dawk il-fondi jkun jista' jsir biss jekk tinkiseb il-kunsens tal-Bank Benefiċjarju u / jew tal-Benefiċjarju biex dawk il-fond jintraddu lura. Il-Klijent jiġi debitat bid-drittijiet, tariffi u kummissjonijiet kollha li l-Bank ikun garrab biex jagħmel dan.
- 1.4 Fejn l-istruzzjonijiet biex isir Trasferiment ta' Kreditu 'l Barra jaslu wara l-Hin tal-Qtugh skont it-Tabella tal-Hinijiet tal-Qtugh ippublikata fuq is-sit elettroniku www.apsbank.com.mt jew fejn id-Data tal-Aċċettazzjoni taqa' f'jum li ma jkunx Jum ta' Xogħol tal-Bank għall-provvista mill-Bank ta' servizzi ta' Trasferiment ta' Kreditu, l-istruzzjonijiet jitqiesu li jkunu waslu fil-Jum ta' Xogħol tal-Bank li jkun imiss.
- 1.5 Fejn il-fondi li jkunu se jiġu trasferiti jkunu denominati f'munita li ma tkunx l-istess waħda li fiha jkun denominat il-kont minn fejn ikunu ser jittieħdu l-fondi, il-Bank jipproċedi biex jaqleb il-munita bir-rati li jkunu japplikaw fid-Data tal-Eżekuzzjoni, skont it-Tabella tar-Rati tal-Kambju ippublikata fuq is-sit elettroniku www.apsbank.com.mt. Kull dritt, tariffa jew kummissjoni pagabbli mill-Klijent b'rabta mal-qlib

tal-munita tiġi debitata fil-kont indikat mill-Klijent fit-Trasferiment ta' Kreditu 'l Barra. Hlief fejn il-Klijent jindika mod ieħor, il-Bank ma jnaqqas ebda dritt, tariffa jew kummissjoni li tista' tkun dovuta mill-Benefiċjarju.

1.6 Fejn il-Klijent jixtieq li d-Data tal-Eżekuzzjoni tkun l-istess bħad-Data tal-Aċċettazzjoni, il-Klijent għandu jara li d-Data tal-Aċċettazzjoni li fiha jaslu għand il-Bank l-informazzjoni u d-dettalji li l-Bank jista' jtllob biex jeżegwixxi t-Trasferiment ta' Kreditu tkun Jum ta' Xogħol tal-Bank għall-fini tal-provvista ta' servizzi ta' Trasferiment ta' Kreditu, u li tali informazzjoni tasal qabel il-Fin tal-Qtugh.

1.7 Fejn il-Klijent jixtieq li Trasferiment ta' Kreditu 'l Barra jgħaddi bil-valur tal-istess jum, il-Klijent għandu jikkuntattja lill-Bank biex isir jaf liema Fin ta' Qtugh ikun japplika għal-lokalità geografika rilevanti u jekk dak it-Trasferiment ta' Kreditu jkun jista' jsir. Il-Bank jirriżerva d-dritt li jirrifjuta kull talba ta' din ix-xorta.

1.8 Il-Klijent jingħata d-dettalji rilevanti dwar it-Trasferiment ta' Kreditu 'l Barra: l-ghoti ta' dan it-tagħrif ikun jiddependi fuq il-mod kif il-Klijent ikun ikkomunika l-istruzzjonijiet tiegħu lill-Bank. Il-Klijent jista' jtllob prova tal-eżekuzzjoni korretta, imma fejn il-Klijent ikun jixtieq jingħata assigurazzjoni jekk il-fondi jkunux waslu għand il-Benefiċjarju kif indikat fl-istruzzjonijiet tat-Trasferiment ta' Kreditu 'l Barra, il-Klijent jiġi debitat bid-drittijiet, tariffi u kummissjonijiet kollha li jithallsu biex isir dan.

1.9 Trasferiment ta' Kreditu 'l Barra jista' jiġi rifjutat mill-Bank jew minn xi bank korrispondenti jew mekkaniżmu internazzjonali tal-ikklerjar f'każ fejn id-dettalji jew l-informazzjoni neċessarja biex ikun eżegwit it-Trasferiment ta' Kreditu 'l Barra jkun zbaljati. Il-Bank Benefiċjarju jista' jibgħat lura Trasferiment ta' Kreditu 'l Barra għal kwalunkwe waħda mir-raġunijiet imnizzla fil-klawsola 2.4 hawn taft. Jekk jiġri hekk, il-Bank jipproċedi biex jinforma lill-Klijent b'tali ritorn jew rifjut, u fi żmien raġonevoli skont ma l-Bank jidhirlu xieraq jikkredita lill-Klijent bl-ammont li l-Bank ikun irċieva. Id-drittijiet, tariffi u kummissjonijiet kollha li l-Bank iġarrab fil-kors ta' tali ritorn jew rifjut jiġu mnaqqsa mill-ammont dovut lill-Klijent.

1.10 Kull penali li l-Bank jista' jehel fil-kors tal-eżekuzzjoni tat-Trasferiment ta' Kreditu 'l Barra tiġi debitata mill-Bank lill-Klijent.

2. TRASFERIMENTI TA' KREDITU 'L ĠEWWA:

2.1 Fondi jitqiesu li jkun waslu għand il-Bank fid-data li l-kont tiegħu jiġi kkreditat bl-imsemmija fondi. Jekk il-fondi jaslu f'jum li mhuwiex Jum ta' Xogħol tal-Bank, il-fondi jitqiesu li jkun waslu fid-Data ta' Negozju tal-Bank li jkun imiss.

2.2 Mingħajr preġudizzju għall-klawsola 3.1 il-fondi li jkun waslu jiġu kkreditati fil-kont tal-Klijent bil-mod kif indikat fl-istruzzjonijiet tat-Trasferiment ta' Kreditu 'l Ġewwa, sakemm id-data indikata fihom tkun Jum ta' Xogħol tal-Bank għall-fini tal-provvista ta' servizzi ta' Trasferiment ta' Kreditu u l-fondi jkun waslu qabel il-Fin tal-Qtugh applikabbli. Fejn dan ma jkunx il-każ, il-kreditu jsir fil-Jum ta' Xogħol tal-Bank li jkun imiss li fih il-Bank ikun joffri dawk is-servizzi.

2.3 Il-kont indikat fl-istruzzjonijiet tat-Trasferiment ta' Kreditu 'l Ġewwa jiġi kkreditat bl-ammont sħiħ riċevut nieqes id-drittijiet, tariffi u kummissjonijiet kollha li jistgħu jkun dovuti lill-Bank skont it-Tariffa tad-Drittijiet tal-Bank ipubblikata fuq is-sit elettroniku www.apsbank.com.mt. Fl-eventwalità li l-ammont riċevut ikun denominat f'munita li ma tkunx l-istess waħda li fiha jkun denominat il-kont tal-Klijent, il-Bank jipproċedi biex jaqleb il-munita skont ir-rata tal-kambju li tkun tapplika. Id-drittijiet, tariffi u kummissjonijiet kollha li jkun pagabbli in konnessjoni mal-qlib tal-munita jtnaqqsu separatament mill-ammont riċevut.

2.4 Fejn il-Bank ikun jidhirlu li ma jkunx irċieva l-informazzjoni u d-dettalji neċessarji biex jipproċedi bil-kreditu tal-kont tal-Klijent, il-Bank jista' jibgħat it-Trasferiment ta' Kreditu 'l Ġewwa lura lill-Bank Originatur. L-istess jgħodd fejn il-Bank jidhirlu li hemm xi raġuni legali jew regolatorja li żzommu milli jikkredita l-kont tal-Klijent skont l-istruzzjonijiet mogħtija għat-Trasferiment ta' Kreditu 'l Ġewwa.

2.5 Fejn il-Bank ikun jidhirlu li ma jkunx irċieva l-informazzjoni u d-dettalji neċessarji biex jipproċedi bil-kreditu tal-kont tal-Klijent, il-Bank jista', unikament fid-diskrezzjoni tiegħu, jikkuntattja lill-Bank Originatur u jitolbu li jerga' jibgħat l-informazzjoni u d-dettalji li jkun nieqsa jew zbaljati. Jekk il-Bank Originatur jikkonforma ma' dik it-talba, il-Bank jipproċedi biex jikkredita l-kont tal-Klijent mingħajr aktar dewmien. Kull darba li l-istruzzjonijiet ta' Trasferiment ta' Kreditu 'l Ġewwa jergħu jintbagħtu mill-ġdid, dawn jitqiesu bħala istruzzjonijiet godda ta' Trasferiment ta' Kreditu 'l Ġewwa, u l-Klijent iġorr l-ispejjeż tad-drittijiet, tariffi u kummissjonijiet li l-Bank jista' jgħarrab biex jibgħat lura u jipproċessa mill-ġdid it-Trasferiment ta' Kreditu 'l Ġewwa.

2.6 Fejn jeżisti xi impediment li ma jippermittix li l-kont tal-Klijent jiġi kkreditat skont l-istruzzjonijiet tat-Trasferiment ta' Kreditu 'l Ġewwa, jew fejn il-Bank Originatur ma jwiegħbix għat-talba biex l-istruzzjonijiet tat-Trasferiment ta' Kreditu 'l Ġewwa jintbagħtu mill-ġdid, kif imfisser fil-klawsola 2.5 hawn fuq, il-Bank, sakemm ma jkunx hemm raġuni legali li żzommu milli jagħmel dan, jitransferixxi l-flus lura lill-Bank Originatur u jqis l-istruzzjonijiet imsemmija ta' Trasferiment ta' Kreditu 'l Ġewwa bħala nulli u bla effett.

2.7 Ladarba l-kont tal-Klijent ikun ġie kkreditat, il-Bank jagħti lill-Klijent id-dettalji li jirreferu għat-Trasferiment ta' Kreditu 'l Ġewwa.

3. KUNDIZZJONIJIET GĤAT-TRASFERIMENT TA' FONDI:

3.1 Kull ċaqliq ta' fondi għal Trasferiment ta' Kreditu jrid jissodisfa r-rekwiżiti legali u regolatorji li jkun japplikaw fil-ġurisdizzjoni partikolari. Il-Bank jista' jieħu ż-żmien biex jeżegwixxi xi istruzzjonijiet ta' Trasferiment ta' Kreditu sabiex ikun jista' jikkonforma ruħu mal-imsemmija rekwiżiti u jista' jirrifjuta li jipproċessahom jekk l-imsemmija rekwiżiti ma jiġux sodisfatti. Il-Klijent għandu jkun jaf li l-fondi li jiġu trasferiti lejn xi ġurisdizzjoni partikolari, jew jgħaddu minnha, jistgħu jkun soġġetti għal sekwestru. Il-Bank ma huwiex responsabbli għall-imsemmi rifjut jew dewmien, jew għal xi telf jew dannu li l-Klijent jista' jsufri.

3.2 It-trasferiment ta' fondi fl-eżekuzzjoni ta' Trasferiment ta' Kreditu jkun unikament għar-riskju tal-Klijent, u l-Bank ma huwiex responsabbli għal ebda telf jew dannu li jsufri l-Klijent hlief fejn tali telf jew dannu jkun ikkawżat volontarjament mill-Bank jew minħabba htija gravi tal-istess.

3.3 Il-Bank iżomm id-dritt li jitransferixxi l-fondi permezz ta' Trasferiment ta' Kreditu lil xi wieħed mill-banek korrispondenti tiegħu minflok direttament lill-Bank Benefiċjarju, jew fl-eventwalità msemmija fil-klawsola 2.6 lill-Bank Originatur, dan izda soġġett għat- trasferiment sussegwenti tal-imsemmija fondi mill-bank korrispondenti magħżul mill-Bank lill-Bank Benefiċjarju jew lill-Bank Originatur, skont il-każ. Il-Bank jista' wkoll jagħmel użu minn kwalunkwe mekkaniżmu internazzjonali tal-ikklerjar li tiegħu jkun membru biex jipproċedi bit-trasferiment tal-fondi.

3.4 Fejn il-Bank ma jkunx jista' jikkwota rata tal-kambju definita, il-Bank jaqleb il-munita abbażi ta' rata tal-kambju provvizorja, li tkun soġġetta għall-aġġustament meta r-rata tal-kambju attwali tkun magħrufa. Kull differenza bejn ir-rata provvizorja u dik attwali tiġi debitata jew kreditata (skont il-każ) fil-kont tal-Klijent.

3.5 Il-Bank jirriżerva d-dritt li jittrasmetti t-Trasferiment ta' Kreditu, inkluż ir-ritorn tiegħu jekk ikun hemm, jew b'mod litterali jew b'mod kodifikat, u l-Bank ma huwiex responsabbli għal xi telf, dewmien, żball, ommissjoni jew mutilazzjoni li jista' jkun hemm fit-trasmissjoni tal-messaġġ jew għal xi interpretazzjoni żbaljata tiegħu meta jkun riċevut, sakemm tali żball ma jkunx ġie kkawżat volontarjament mill-Bank jew minħabba htija gravi tal-istess.

4. IL-PROTEZZJONI TAD-DATA:

4.1 Il-Bank jitratta l-informazzjoni personali kollha dwar il-Klijent li tkun meħtieġa għall-eżekuzzjoni tat-Trasferimenti ta' Kreditu bħala privata u kunfidenzjali, anke meta ma jibqax aktar klijent, u ma jizvela lill-ħadd ebda informazzjoni dwar ir-relazzjoni tal-Klijent mal-Bank, jew ismu jew l-indirizz tiegħu, jekk mhux bil-kunsens tal-Klijent jew għax meħtieġ mil-ligi. Il-Klijent b'dan qiegħed jaċċetta li l-istruzzjonijiet biex jiġi eżegwit Trasferiment ta' Kreditu jkun jinkludu l-kunsens tiegħu biex l-informazzjoni personali tiġi żvelata lill kull awtorità kompetenti f'kull ġurisdizzjoni rilevanti fejn dan ikun neċessarju u meħtieġ biex jiġi eżegwit it-Trasferiment ta' Kreditu in kwestjoni.

4.2 L-informazzjoni dwar il-Klijent tista' titqiegħed fuq id-database tal-Bank u tkun użata, analizzata u evalwata mill-Bank biex ikun jista' jagħti servizz aħjar lill-Klijent. Barra l-Bank, din l-informazzjoni, inkluża n-natura tat-tranzazzjonijiet tal-Klijent, tkun żvelata lill terzi persuni sabiex il-Klijent ikun jista' jingħata s-servizz mitlub, u għal għanijiet ta' marketing, ta' prevenzjoni ta' frodi, ta' verifika u ta' għbir ta' djun, u biex ikun possibbli li jkun proċessati servizzi għall-Bank f'Malta u barra. Il-Bank ifttx li jzomm l-informazzjoni dwar il-Klijent aġġornata.

- 4.3 Il-Bank jista' juża lil terzi persuni biex jipproċessaw informazzjoni f'ismu, u fl-ipproċessar kollu tagħha l-informazzjoni dwar il-Klijent tkun protetta skont kodiċi stretti ta' segretezza u sigurtà li għalihom il-Bank, l-imjegati kollha tiegħu u t-terzi persuni jkunu soġġetti, u tkun użata biss skont l-istruzzjonijiet mogħtija mill-Bank.
- 4.4 Il-Bank jista' wkoll jiżvela informazzjoni dwar il-Klijent lil kull persuna li lilha l-Bank jittrasferixxi d-drittijiet u l-obbligi tiegħu taht dawn it-Termini u Kundizzjonijiet Ġenerali.
- 4.5 Jekk il-Klijent ma jkunx jixtieq li jiġi kkuntattjat għall-finijiet ta' marketing hu għandu javża lill-Bank b'dan bil-miktub, u sakemm il-Bank ma jirrevidi tali ogġezzjoni bil-miktub il-Klijent jidher li jkun awtorizza lill-Bank biex jinformat, bit-telefon, bil-posta jew b'mezzi oħra, dwar servizzi u prodotti li jistgħu jinteressawh.
- 4.6 Skont il-leġislazzjoni dwar il-Protezzjoni tad-Data, il-Klijent jista' jitlob bil-miktub għal kopja ta' ċerta informazzjoni personali li l-Bank ikun qed iżomm dwaru. Il-Klijent għandu wkoll id-dritt li jitlob rettifika, blokkar jew tħassir ta' tali informazzjoni personali li ma tkunx għet ipproċessata b'konformità ma' dik il-leġislazzjoni.
- 4.7 Il-Bank jista' jimmonitorja jew jirreġistra t-telefonati bejn il-Klijent u l-Bank sabiex jassigura li l-istruzzjonijiet tal-Klijent ikunu eżegwiti bil-preċiż, ikun jista' aħjar jitejeb 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. ĠENERALI:

- 5.1 Il-Klijent għandu jhallas id-drittijiet, tariffi, kummissjonijiet u mgħaxxijiet kollha dovuti in konnessjoni mat-Trasferiment ta' Kreditu flimkien mal-ispejjeż kollha li l-Bank jista' jgarrab u / jew jimponi kull meta l-Klijent jikser xi wieħed minn dawn it-Termini u Kundizzjonijiet.
- 5.2 Il-Bank jista' jittrasferixxi d-drittijiet u / jew l-obbligi tiegħu kollha, jew waħda jew uħud minnhom, lil persuna li jidherli b'mod raġonevoli li tkun kapaci twettaqhom. F'dak il-każ kull fejn dawn it-Termini u Kundizzjonijiet jirreferu għall-"Bank" għandu jidher li jirreferu għal dik il-persuna li lilha jkunu ġew ittrasferiti dawk id-drittijiet u / jew obbligi. Il-Klijent ma jista' jċedi jew jittrasferixxi ebda wieħed mid-drittijiet u / jew obbligi li hu għandu taht dawn it-Termini u Kundizzjonijiet.
- 5.3 Il-Bank jista' xi drabi, unikament fid-diskrezzjoni tiegħu u bla preġudizzju għal ebda wieħed mid-drittijiet tiegħu, akkwistat jew le:
- A. Jikkonċedi lill-Klijent aktar żmien biex jikkonforma mal-obbligi tiegħu. Jew
 - B. Jiddeċiedi li ma jeżiġix id-drittijiet kollha tiegħu, jew wieħed jew uħud minnhom. Jew
 - C. Jestendi l-perjodu 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' jibqa' jeżerċitah fi kwalunkwe ħin kif permess mil-liġi.
- 5.4 Il-Bank ma jkunx responsabbli għal xi telf li jinqala' lill-Klijent minħabba xi nuqqas jew dewmien ikkawżat minn strajkijiet, azzjoni industrijali, qtugħ tal-provvista tal-elettriku jew waqfien ta' xi makkinarju, jew kawżi oħra li l-Bank raġonevolment ma jkollux kontroll fuqhom, u każi ta' force majeure.
- 5.5 Ilmenti għandhom isiru bil-fomm jew bil-miktub lill-manijer tal-fergħa rispettiva jew b'telefonata liċ-Ċentru 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.
- 5.6 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. Minkejja dan, huwa rakkomandat li dawn it-Termini u Kundizzjonijiet jiġu stampati u merfugħa bħala riferenza għall-quddiem.
- 5.7 Dawn it-Termini u Kundizzjonijiet jaqgħu taht il-Liġi Maltija u l-Partijiet jissottomettu għall-ġurisdizzjoni esklussiva tal-Qrati tal-Gżejjer Maltin.
- 5.8 Il-Bank jirriżerva d-dritt li jistipula kundizzjonijiet addizzjonali u / jew jemenda dawn it-Termini u Kundizzjonijiet (inklużi t-Tariffa tad-Drittijiet u t-Tabella tal-Finijiet tal-Qtugħ), tkun xi tkun ir-raġuni. Jingħata żmien ta' avviz raġonevoli għal dan it-tibdil.

6. TERMINI U KUNDIZZJONIJET ADDIZZJONALI:

- 6.1 Meta jagħmel talba għall-eżekuzzjoni ta' Trasferiment ta' Kreditu l-Klijent għandu jaqra wkoll it-termini u kundizzjonijiet li japplikaw għar-rigward tat-Trasferimenti ta' Kreditu fiż-Żona Unika għall-Pagamenti bl-Ewro (SEPA) u dawk marbutin mad-Direttiva dwar is-Servizzi ta' Pagament (PSD). Fejn l-imsemmija termini u kundizzjonijiet ikunu japplikaw, id-dispożizzjonijiet tagħhom ikunu jipprevalu fuq dawk li jidheru hawn fuq, skont kif japplikaw.
- 6.2 Fejn tapplika l-klawsola 6.1, ikun biżżejjed għall-finijiet tal-klawsola 5.6 hawn fuq li l-Klijent jiffirma, jaqra, jifhem u jaċċetta t-Termini u Kundizzjonijiet għal Trasferimenti ta' Kreditu fiż-Żona Unika għall-Pagamenti bl-Ewro (SEPA) jew it-Termini u Kundizzjonijiet marbutin mad-Direttiva dwar is-Servizzi ta' Pagament. Dawn it-Termini u Kundizzjonijiet jitqiesu li jiffurmaw parti minn dawk it-termini u kundizzjonijiet l-oħra.

Jien / Aħna, hawn taht iffirmat(i), niddikjara(w) illi ġejt / ġejna pprovdut(i) kopja tat-Termini u Kundizzjonijiet għal Trasferimenti Telegrafici, maħruġa mill-APS Bank plc, u li jien / aħna qrajthom / qrajniehom, fhimthom / fhimniehom, u naċċetta(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 tipprovi servizzi ta' pagament. Kopji tat-termini u kundizzjonijiet kollha jistgħu jinkisbu mill-fergħat u l-aġenziji tal-APS Bank plc jew jistgħu jtnizzlu 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.