# MAPS bank myAPS BUSINESS APPLICATION FORM

#### **DEFINITIONS:**

The terms listed hereunder shall be construed in accordance with the definitions provided herein, throughout the Application Form:

Account/s means the Entity's existing accounts at the time of submitting this application and any other accounts which may be opened thereafter for and on behalf of the Entity and which may be viewed and administered through the Service.

Bank means APS Bank plc (hereinafter referred to as "we", "us", "our").

**Entity** means the company, partnership, association, trust/trustee, organisation, foundation or any other type of legal person duly constituted, on behalf of which the legal representatives thereof have submitted this Application Form.

myAPS Business Application Form or the Application Form means this application for the Entity, which includes within it the Resolution on page 5.

myAPS Service or the Service means the internet banking and, or mobile banking service that we offer and for which the Entity is submitting its request by means of this Application Form, which will facilitate the management, viewing and carrying out of instructions/transactions in relation to the Entity's Account/s.

**Signing rights** means the specific User/s who are appointed to execute and authorise transactions on behalf of the Entity through the Service in accordance with the Resolution within this Application Form and as indicated in the User Access Rights section of this Application Form.

**System Administrator/s** means the individual/s appointed as System Administrators, in accordance with the Resolution within this Application Form and as indicated in the User Access Rights section of this Application Form.

**User/s** means an individual that is appointed in accordance with the Resolution within this Application Form, who will be making use of the myAPS Service. User/s will be able to create transactions in accordance with the selected bundle options, pending the authorisation of User/s with Signing Rights.

Viewing Rights means access granted to every User to view the Entity's Account/s through the Bank's myAPS Service.

Any other term not specifically defined in this section shall take the meaning assigned to it in the applicable Terms and Conditions.

#### APPLICATION

Application (New Registration) Applicable when this Application Form is being submitted on behalf of the Entity to register for the myAPS Service. Replacement of previous myAPS Business Application Form/s

Applicable when this Application Form is being submitted on behalf of the Entity to replace all previous myAPS Business Application Forms. Amendment to previous myAPS Business Application Form

Applicable when this Application Form is being submitted to change, add or delete any part of the User Access Rights section.

#### ENTITY DETAILS

Entity Name:

**Official Registration No.:** 

#### ENTITY REPRESENTATIVE DETAILS

First Name:	Surname:
Email Address:	ID No./Passport No.:
Office Telephone No.:	Mobile No.:
ENTITY REPRESENTATIVE DETAILS	

First Name:	Surname:
Email Address:	ID No./Passport No.:
Office Telephone No.:	Mobile No.:

EOR OFFICE USE ONLY

## ACCESS RIGHTS SUPPORTED BY MYAPS

The myAPS Service provides bundles of system access and functionalities, which can be made available to Users in the combinations listed herein. This section lists the bundles (including their respective system access and functionalities) and the combinations in which these can be made available to Users (Options 1 to 5, below). Each User appointed by means of the Resolution, will be provided with access to the myAPS Service as as indicated within this myAPS Business Application Form in line with the Resolution.

-Option 1 - Full Access - A,B,C,D

-Option 2 - Standard Account Management - A

-Option 3 - Standard Account Management and Internal Transfers - A,B

-Option 4 - Standard Account Management and All Type of Transfers - A,B,C

-Option 5 -Standard Account Management and SEPA Transfers - A,D

Bundle	Access Rights and Functionalitiess:
Bundle A (mandatory	All Account/s overview
for all Users)	Account/s details
	Payment history
	Account/s history, including Account/s and investment statements
	Cheque-related functions
	View of loan Account/s
	Account/s management
	Overview and creation of sweeping agreement/s
	Reading and sending myAPS Secure Messages
Bundle B	Template management
	Transfer between own Account/s
	Overview of standing orders between own Account/s
	Future Dated Payments
	Pending authorisation list
Bundle C	Transfer to APS Account/s and third-party Account/s
	Overview of standing orders to APS Account/s and third-party Account/s
	Bill payments and donations
	Future Dated Payments
	Pending authorisation list
Bundle D (Applicable if	SEPA credit transfer
Entity has an effective SEPA	SEPA direct debit
Credit Transfer Agreement or SEPA Debit	Pending File upload
transfer agreement with the Bank)	

### **USER ACCESS RIGHTS**

To be granted access to myAPS Service, User/s need to have an active profile with the Bank.

	User/s	d access to myAPS Ser	Instructions (***)	Bundle Options	Signing Rights	Authentication Method (**)	System Administrator (To appoint at least one system administrator)	Signature
1	Full Name ID No. Preferred Username (*)		New Application Add User Delete User	1 2 3	Yes No	myAPS Mobile App Physical Token Serial No: (To be inputted	Yes No	
2	User Profile No. Full Name	( to be inputted by Bank official)	Amend User New Application	4 5 1	Yes	myAPS Mobile App	Yes	
	ID No. Preferred Username (*) User Profile		Add User Delete User Amend	2 3 4	No	Physical Token Serial No: (To be inputted by Bank official)	No	
3	No. Full Name ID No. Preferred	( to be inputted by Bank official)	User New Application Add User Delete	5 1 2 3	Yes No	myAPS Mobile App Physical Token Serial No:	Yes No	
4	Username (*) User Profile No. Full Name	( to be inputted by Bank official)	Amend User New Application	4 5 1	Yes	( <i>To be inputted</i> <i>by Bank official</i> ) myAPS Mobile App	Yes	
	ID No. Preferred Username (*) User Profile		Add User Delete User Amend	2 3 4	No	Physical Token Serial No: (To be inputted by Bank official)	No	
5	No. Full Name ID No.	( to be inputted by Bank official)	New Application Add User	5 1 2 3	Yes No	myAPS Mobile App Physical Token	Yes No	
6	Preferred Username (*) User Profile No. Full Name	( to be inputted by Bank official)	Delete User Amend User New	4 5	Yes	Serial No: (To be inputted by Bank official) myAPS	Yes	
0	ID No. Preferred Username (*) User Profile		Application Add User Delete User Amend	2 3 4 5	No	Mobile App Physical Token Serial No: (To be inputted by Bank official)	No	
7	No. Full Name ID No.	( to be inputted by Bank official)	User New Application Add User	1 2 3	Yes No	myAPS Mobile App Physical Token	Yes No	
	Preferred Username(*) User Profile No.	( to be inputted by Bank official)	Delete User Amend User	4 5		Serial No: (To be inputted by Bank official)		
8	Full Name ID No. Preferred		New Application Add User Delete	1 2 3	Yes No	myAPS Mobile App Physical Token Serial No:	Yes No	
	Username (*) User Profile No.	( to be inputted by Bank official)	User Amend User	4 5		( <i>To be inputted</i> <i>by Bank official</i> )		

(\*) Username should be: a minimum of 8 alphanumeric characters, not more than 20 characters, should not contain any personal details and any special characters. The same username needs to be used for all myAPS Services. (\*\*) Authentication Method: myAPS Physical Token will carry an annual fee as per Bank's Tariff www.apsbank.com.mt/tariff-ofcharges. Unless otherwise instructed, using a myAPS Physical Token will disable access to myAPS mobile app.

The Preferred Charging Account is:

## TRANSACTION LIMITS

Default Limits							
Transfer between	own Account/s	Transfer to other	APS Account/s	SEPA & non-SEPA	transfers	Bill payments and	donations
Transaction Limit:	€ 50,000	Transaction Limit	: € 15,000	Transaction Limit	: € 15,000	Transaction Limit	: € 15,000
Daily Limit:	€ 120,000	Daily Limit:	€ 25,000	Daily Limit:	€ 25,000	Daily Limit:	€ 25,000

Username:							
Default		Default		Default		Default	
Transaction	€	Transaction	€	Transaction	€	Transaction	€
Daily	€	Daily	€	Daily	€	Daily	€
Username:			<b>!</b>		<b>I</b>		
Default		Default		Default		Default	
Transaction	€	Transaction	€	Transaction	€	Transaction	€
Daily	€	Daily	€	Daily	€	Daily	€
Username:					L. L		
Default		Default		Default		Default	
Transaction	€	Transaction	€	Transaction	€	Transaction	€
Daily	€		€	Daily	€		€
Username:			<u>.</u>				
Default		Default		Default		Default	
Transaction	€	Transaction	€	Transaction	€	Transaction	€
Daily	€	Daily	€	Daily	€	Daily	€
Username:							
Default		Default		Default		Default	
Transaction	€	Transaction	€	Transaction	€	Transaction	€
Daily	€	Daily	€	Daily	€	Daily	€
Username:							
Default		Default		Default		Default	
Transaction	€	Transaction	€	Transaction	€	Transaction	€
	€		€	Daily	€	Daily	€
Username:			<b>I</b>		<b>I</b>		
Default		Default		Default		Default	
Transaction	€	Transaction	€	Transaction	€	Transaction	€
	€		€		€	Daily	€
Username:							
Default		Default		Default		Default	
Transaction	€	Transaction	€	Transaction	€	Transaction	€
Daily	€	Daily	€	Daily	€	Daily	€

At the meeting of the

of

hereinafter referred

to as the 'Entity' held at

on the

it was resolved that:

• The Entity for the myAPS internet banking and mobile banking services (collectively referred to as

the "myAPS Service" or the "Service") which are offered by APS Bank plc (hereinafter the "Bank"), in relation to the Entity's account(s) (existing and future accounts, hereinafter referred to as the "Account(s)"), in accordance with the authorisations granted as per this Resolution.

• The Entity hereby authorises the Bank to provide the User(s) (appointed herein) with access to the myAPS Service and the Account(s) as per this Resolution.

• The persons whose names and signatures have been listed in the "User Access Rights" Section of the myAPS Business Application Form (to which this Resolution is attached), have been appointed and authorised to view the Account(s) of the Entity and, or create transactions in accordance with the Bundle Options selected in the "User Access Rights" Section of the myAPS Business Application Form, on behalf of the Entity.

• The persons whose names and signatures have been listed in the "User Access Rights" Section of the myAPS Business Application Form (to which this Resolution is attached) and identified as having "Signing Rights", have been appointed and authorised **to approve and execute transactions** in accordance with the Bundle Options selected in the "User Access Rights" Section and, within the transaction limits indicated in the "Transaction Limits" Section of the myAPS Business Application Form, on behalf of the Entity.

• The Bank is hereby authorised **to execute transactions approved by User(s) with Signing Rights**(only), in accordance with the Bundle Options selected in the "User Access Rights" Section and, within the transaction limits indicated in the "Transaction Limits" Section of the myAPS Business Application Form, provided that the request to approve and, execute any and all transactions is received from of the User(s) with "Signing Rights".

• The persons whose names and signatures have been listed in the "User Access Rights" Section of the myAPS Business Application Form (to which this Resolution is attached) and granted access rights to "Bundle D", are hereby appointed and authorised, to: (i) **upload files to the myAPS Service to create instructions for SEPA transactions; and , or (ii) approve and execute such SEPA transactions if they are User(s) with Signing Rights**. The Bank shall be authorised to execute SEPA transactions uploaded to the myAPS Service and which were approved by the User(s) with Signing Rights as indicated in the previous clause, <u>regardless of the transaction limits assigned to such User(s) (solely in relation to SEPA transactions)</u>.

• The Entity shall, through the persons whose names and signatures have been listed in the "User Access Rights" Section of the myAPS Business Application Form (to which this Resolution is attached), immediately inform the Bank: (i) in the event that a myAPS Physical Token is lost, misused, stolen, damaged or destroyed; (ii) in the event of loss, misuse, theft, or destruction of a Username or Security Code; (iii) in the event of or the suspicion of or the actual unauthorised access of, use of, provision of an instruction through, or execution of a transaction through, of the myAPS Service. The Bank is instructed to act and comply with such requests, as it deems appropriate and the Entity undertakes to hold harmless and indemnify the Bank for any damage or loss which may be caused by means of negligence or misuse of the myAPS Service, the myAPS Physical Token and/ or the Security Code.

• The persons whose names and signatures have been listed in the "User Access Rights" Section of the myAPS Business Application Form (to which this Resolution is attached) and identified as "System Administrators" are hereby appointed and authorised to: increase or decrease the daily and/or transaction limits (temporarily or permanently) for each of the User's transaction limits listed in the Transaction Limits Section of the myAPS Business Application Form or which have been previously adjusted on behalf of the Entity. The Entity agrees that unless the Bank is informed otherwise by the System Administrator, any increase or decrease of the daily and/or transaction limits (temporary or permanent), will be affected for each and every one of the User's by the Bank.

• All User(s) shall be authorised to communicate with the Bank by means of myAPS Secure Messages. All User(s) shall be authorised to forward to the Bank signed copies of forms which have been signed by the Authorised Signatories appointed on behalf of the Entity, in accordance with the applicable Appointment of Bankers Form received by the Bank. The Bank is hereby authorised to: act in accordance with the instructions within the forms which are forwarded by Users and the Entity hereby undertakes to hold harmless and binds itself to indemnify the Bank for acting in accordance with the instructions within the forms forwarded by Users.

• The Entity shall immediately inform the Bank in the event that any information in the myAPS Business Application Form becomes outdated or is no longer accurate. The Entity shall also inform the Bank in the event that any one of the Users is no longer authorised by the Entity to access the myAPS Service or, is no longer employed or affiliated with the Entity.

• In the event that a User informs the Bank that he/she is no longer authorised by the Entity to access or use the myAPS Service or that he/she is no longer employed or affiliated with the Entity or that he/she no longer wants to have access to the myAPS Service, the Bank shall hereby be authorised to discontinue the User's access to the myAPS Service, without providing any notice to the Entity.

• The Entity shall further hold harmless and indemnify the Bank for any damage or loss resulting from access or use of the myAPS Service by a User, who is no longer authorised to access or use the myAPS Service or who is no longer employed or affiliated with the Entity, except when the Entity would have informed the Bank in writing of this change.

• The completed myAPS Business Application Form shall be used to apply for the myAPS Service, amend a previous (submitted) myAPS Business Application Form or replace a previous (submitted) myAPS Business Application Form, as indicated in the Application Section of this myAPS Business Application Form.

• The completed myAPS Business Application Form has been tabled at the meeting above-captioned and has been approved, accepted and adopted by the Entity in its entirety. It was further resolved that the completed myAPS Business Application Form to which this Resolution is attached, be submitted to the Bank on behalf of the Entity.

• The myAPS Service Terms and Conditions and the Bank's Tarrif of Charges governing the provision of the Service, have been tabled at the meeting above-captioned and have been approved, accepted and adopted by the Entity in their entirety.

• With the exception of this Resolution or any other Resolution given subsequently insofar as such relate to the myAPS Service, all other mandates given or to be given in relation to other services, on behalf of the Entity, shall continue to remain effective or shall become effective, as applicable.

• This Resolution was issued, and its content is, in accordance with the constitutional documents of the Entity.

• This Resolution shall be communicated to the Bank. It shall remain effective until a new Resolution is presented on behalf of the Entity to amend or replace this Resolution

Ι.

hereby certify that the above is a true and complete extract of the minutes of the meeting held on:

Date:	Signature of Chairman:
Name & Surname:	
ID/Passport No.:	
Date:	Signature of Secretary:
Name & Surname:	
ID/Passport No.:	

Signature	01	Secretary.	

#### **AUTHORISATION**

By signing this Application Form, each of the undersigned certifies that:

- The Entity
  - agrees to all of the terms contained within myAPS Service Terms and Conditions www.apsbank.com.mt/termsand-conditions; and
  - has taken all necessary action to authorise these changes.
- User(s) (including those also appointed as System Administrators and, or as having Signing Rights
  - are duly authorised User/s on behalf of the Entity;
  - confirm that all necessary and proper actions have been taken to authorise the appointment of the User/s;
  - have read, understood and agreed to be bound by myAPS Terms and Conditions as amended from time to time by the Bank; and
  - have an active profile with the Bank.

## DECLARATION FOR THE USE OF THE PHYSICAL TOKEN

I/We,

, the undersigned, in legal representation of

(name of corporate Entity), hereby declare that in case a myAPS Physical Token is selected as an Authentication Method, I/We acting in the above mentioned capacity:

- Acknowledge access to myAPS Service through a Physical Token, and this as a result, will not enable access to myAPS Service through the myAPS mobile app;
- Confirm that the information provided to the Bank this Application Form is true, complete and up to date. We jointly and severally undertake to indemnify you for any damage or loss which may be caused to you by any incorrect, incomplete and, or out-dated information.
- Authorise the Bank to debit the Preferred Charging Account specified above, with any charges that may be incurred to retain the banking relationship and that are incurred while using the Account/s and services applied for, in line with the Bank's Tariff of Charges;
- It has been resolved that

(name and surname), holder of ID Card No.

shall call at

Branch to collect the myAPS Physical Token/s.

#### **TERMS AND CONDITIONS**

I/We hereby confirm that I/we have read, understood and accept the entire **Terms & Conditions, Depositor Information Sheet, Fee Information Document** and **Tariff of Charges** governing the requested products and services. I/We also acknowledge that when needed, I/we can collect a copy of the relevant **Terms & Conditions, Data Privacy Policy, Depositor Information Sheet, Fee Information Document** and **Tariff of Charges** from any APS Branch, which are also available from the Bank's website www.apsbank.com.mt/tariff-of-charges

Date:	Date:
Signature:	Signature:
Name & Surname: 	Name & Surname: ID/Passport No.
Role:	Role:

FFICE	Name and Surname of Bank Officer:	Branch:	Company Signature(s) verified (Yes/No):
FOR OI USE C	Signature of Bank Officer:	Date: DD/MM/YYYY	