

Digital Wallet Terms & Conditions

These Terms and Conditions
herein are applicable to all APS Cards

Contents

Governing Terms and Documents	3
1. Introduction	3
2. Definitions	3
3. Terms and Conditions	4
4. Third Party Agreements and Support	4
5. Use of Digital Cards	4
6. Your Risks and Responsibilities	5
7. Termination	5
8. General	6

Governing Terms and Documents

1. Introduction

- 1.1. These Terms and Conditions will become applicable when you link your APS Card to a Digital Wallet to generate a Digital Card.
- 1.2. Prior to adding your physical APS Card on a Digital Wallet, it is important that you carefully read and understand these Terms and Conditions. These Terms and Conditions will be deemed to have been read and accepted once you accept and acknowledge the Issuer Terms within the Digital Wallet application. If you encounter any query in relation to the applicability of the entire Terms and Conditions to your APS Card(s), you may reach out to us, and we will assist you.

2. Definitions

- 2.1. Certain words have a particular meaning throughout these Digital Wallet Terms and Conditions. We have listed some of these words and their meanings in the General Terms and Conditions below.

APS Card	means any debit and/or credit card issued by the Bank.
Bank, we, us, our	means APS Bank plc (C2192) with registered at address APS Centre, Tower Street, Birkirkara, BKR 4012 and all its assignees and successors in title.
Cardholder, you, your, yours, yourself	means the customer with whom we have a banking relationship or a Credit Agreement, and, in whose name, we maintain an APS Card.
Digital Card	refers to a digitalised version of the physical APS Card that has been added to a Digital Wallet.
Digital Wallet	refers to an electronic payment service offered by a Digital Wallet Provider, that allows you to store and manage a digital version of your APS Card and enables Digital Card payments without the need for physical payment cards. Digital Wallet applications (such as Apple Pay or Google Pay) are offered by Digital Wallet Providers and are accessible on Supported Devices.
Digital Wallet Provider	refers to providers (such as Apple and Google) who offer electronic or digital platforms that allow users to store and manage various forms of payment information, including digitalised credit cards, debit cards, and other financial instruments, in a secure and convenient manner. Digital Wallets enable users to make online and in-store transactions without the need for physical cash or traditional payment cards.
Issuer Terms	refers to the legally binding terms that must be unequivocally read, understood, and accepted by yourself prior to adding your physical APS Card on a Digital Wallet. These terms are digitally displayed on the Digital Wallet application throughout the provisioning process prior to generating a Digital Card. Acceptance of these terms is a mandatory pre-requisite before you successfully generate a Digital Card on the Digital Wallet application.
Merchant	means a retailer or a service provider who operates an EPOS or accepts online payments.
myAPS Service	our internet and mobile banking service, available twenty-four (24) hours a day seven (7) days a week.
Party/Parties	means the Bank or the Cardholder whether singularly or collectively, as the case may be.
Payment Instrument	any personalised device (including any card, token, and mobile phone, used separately or together) which you use to make a payment.

Security Details	ways of checking your identity, such as username, passwords, PINs, and biometric authentication (for example, fingertip or face recognition).
Strong Customer Authentication, SCA	a European regulatory requirement part of the revised Payment Services Directive (PSD2) with the aim to reduce fraud and make online payments more secure through multi-factor authentication.
Supported Device	refers to a phone or a compatible device that can handle a Digital Wallet to digitally store your APS Cards.
Tariff of Charges	a document that sets out important information on our rates, fees, and charges. www.apsbank.com.mt/tariff-of-charges

3. Terms and Conditions

- 3.1 These Terms and Conditions govern your access to and use of your Digital Card on the Digital Wallet application.
- 3.2 These Terms and Conditions have been formulated in conjunction with the existing APS Credit Cards Terms and Conditions, the VISA Debit Card Terms and Conditions, and the General Terms and Conditions, which you have previously agreed to.
- 3.3 Any personal data processed to the Bank shall be in accordance with applicable data protection laws, including but not limited to the General Data Protection Regulation (EU)(2016/679).
- 3.4 For more information on how your data is processed and your data protection rights, you may refer to the APS Bank - Data Privacy Policy (you may locate a copy of this policy at the following link: www.apsbank.com.mt/gdpr).

4. Third Party Agreements and Support

- 4.1 To be able to make card payments from your Supported Device by using the Digital Card, first you must install a third-party Digital Wallet application, unless already pre-installed. For iPhone users, the third-party Digital Wallet application would be the 'Apple Wallet,' and for Android users, it would be the 'Google Wallet.' Once the Digital Wallet application is downloaded on a Supported Device, you should read through and accept the Issuer Terms as displayed on the relative Digital Wallet application.
- 4.2 The Bank does not assume any responsibility for the security, accuracy, legality, appropriateness, and/or any other aspects related to the content and/or the functionality of the Digital Wallet application. It is your responsibility to read and understand the terms and conditions associated with these third-party Digital Wallet applications before downloading such applications, and/or creating, activating, or utilizing the Digital Card in same.
- 4.3 Additionally, the Bank does not assume any responsibility for and does not offer any support in relation to any third-party products, hardware, software, or Digital Wallet applications and/or services linked to your device. No claim made by you against a third party may be the subject of a defence or counterclaim against us.

5. Use of Digital Cards

- 5.1 A Digital Wallet lets you create digitalised versions of your physical APS Card on your Supported Device. This allows you to use your Digital Card to make contactless payments at stores, and to make digital payments at online stores that accept Digital Wallet payments.
- 5.2 By selecting your Digital Card and by tapping your Supported Device at a Merchant's contactless terminal, or by using the Digital Card for online purchases, you are automatically authorising the payment with that Digital Card. The Bank may not be in a position to reverse payments made using

the Digital Card, especially when you have confirmed such payment by inputting security details to enable the processing of such payment.

- 5.3 For any issues with a payment made through the Digital Card, you will have to contact the Bank immediately and you might even have to contact the Merchant or supplier directly. The Digital Wallet Providers run the Digital Wallet, and the Bank is not responsible for updates, availability, performance of the Digital Wallet, or if a store refuses to accept your Digital Card. For any questions about the Digital Wallet application, you shall reach out to the Digital Wallet Provider.
- 5.4 The Digital Card and the physical version of your APS Card are related to the same account and share the same account details and credit limits (where applicable). Transactions performed with either your physical APS Card or you Digital Card will be reflected on the same Statement of account.
- 5.5 The transaction history of all transactions carried out with you Digital Card will be accessible within the Digital Wallet. All transactions made with your Digital Card are even governed by the respective terms and conditions applicable to your physical APS Card, including the account terms and conditions that govern the physical card used to generate the Digital Card.

6. Your Risks and Responsibilities

- 6.1 It is important that you take all reasonable precautions to protect your security details and to prevent unauthorized use or disclosure of them. It is your responsibility not to share your security details with others and/or not to record them where others might find them.
- 6.2 If you suspect that your Supported Device or security details have been lost, misused, or compromised by others without your permission, you must contact the Bank immediately at (+356) 2122 6644. Failure to do so makes you responsible for any unauthorized transactions that arise on your account.
- 6.3 You have an obligation to cooperate with the Bank's investigations and use any fraud prevention measures we recommend. You should also use the security features on the Digital Wallet application and on your Supported Device to protect your Digital Cards. If you suspect of any compromise, you must change your credentials immediately to circumvent any unauthorised use of your Digital Card(s) and/or of any of your personal information.
- 6.4 Upon transitioning to a new device, ensure you remove all Digital Cards and personal information from the previous device if you no longer intend to use the old device.
- 6.5 The Bank will never ask for your security details in full. If someone asks for your security details, even if they seem genuine or claim to represent the Bank, do not provide such details since such requests are likely to be fraudulent. Make sure you do not share your security details with anyone and report any such requests to the Bank immediately.
- 6.6 You will be held accountable for any actions carried out under your authority, including for errors or instructions issued by another person while you are logged into the Digital Wallet. Therefore, you must refrain from leaving your device unattended while using the Digital Wallet and ensure that the information displayed or stored on your device is secure. You must inform the Bank immediately of any changes to your phone number or email address.

7. Termination

- 7.1 To remove your Digital Card from a Digital Wallet, you must follow the instructions provided by the Digital Wallet Provider. Any payments approved before removing your Digital Card from the Digital Wallet will still be processed by the Bank.

- 7.2. The Bank reserves the right to block, restrict, suspend, or terminate your use of a Digital Card and/or Digital Wallet application at any time and without prior notice or reason restrict. This measure may be implemented if you breach these Terms and Conditions or the terms associated with any of your APS Cards or accounts, in the event of suspected fraudulent activity, or following the cancellation or suspension of your APS Card account, among other valid reasons.

8. General

- 8.1. You should check the transaction history of your Digital Wallet from the Digital Wallet application downloaded on your Supported Device for possible processing errors that may have unintentionally occurred at the time of the transaction.
- 8.2. You may not assign or transfer any of the right(s) and/or obligation(s) under these Terms and Conditions.
- 8.3. We may exercise the right to use any credit balance on any other account that you hold with us to reduce or repay any sums you fail to pay and this in line with the provisions outlined in the General Terms and Conditions, Section 16 - Managing your account, debit interest and the right of set-off.
- 8.4. We may from time to time make additional services or benefits available to you.
- 8.5. The Bank may revise and amend these Terms and Conditions at any time (including the Tariff of Charges and Interest Rate Table) for any reason whatsoever, and you will be deemed to be aware of, and bound by, any changes to these terms by your continued access to, or use of, your Digital Card. Where applicable, reasonable notice thereof shall be given in line with the provisions of the General Terms and Conditions.
- 8.6. The Bank will notify you in advance in case of any changes to these Terms and Conditions that may have an adverse impact on the Digital Wallet application's usability. Notification may be, amongst others, in the form of an SMS or a message appearing on the screen of your Supported Device, during the subsequent usage of the Digital Wallet application.
- 8.7. These Terms and Conditions are governed by Maltese Law and the Parties submit to the exclusive jurisdiction of the Courts of the Maltese Islands.

Contact us

Call (+356) 2122 6644

Visit your nearest APS branch

Message on **myAPS** message hub

Approved and issued by APS Bank plc (C2192), APS Centre, Tower Street, B'Kara BKR 4012, Malta. APS Bank plc is regulated by the Malta Financial Services Authority as a Credit Institution under the Banking Act 1994 and is authorised to carry out Investment Services activities under the Investment Services Act 1994. The Bank is a participant in the Depositor Compensation Scheme established under the laws of Malta. You can get a copy of these terms and conditions from any of our branches or download a copy from apsbank.com.mt/terms-and-conditions.