General terms and conditions

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APS bank

values you can bank on

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Understanding the general terms and conditions

1. About us

We place our customers at the heart of everything we do. Founded to serve the community, we are committed to offering banking services that are efficient, reliable and competitive. We have written this document in a way that is consistent, clear and easy for you to read so you can better understand the general terms and conditions that apply to our accounts, products and services.

2. Our agreement

These general terms and conditions apply between:

- you; and
- us (APS Bank plc (C2192), whose registered office is at APS Centre, Tower Road, Birkirkara BKR4012, and anyone we transfer any of our rights and obligations to or who takes over our company;

for your account with us, the product or the service you are using.

We will also give you extra terms and conditions (referred to as specific terms and conditions) that apply to the account, product or service.

You are bound by these general terms and conditions and any specific terms and conditions that apply from the time we accept your application for the account, product or service. It is important that you read and understand these general terms and conditions and the specific terms and conditions. If you have any questions about how any of our terms and conditions apply to your account, product or service, please get in touch and we will help you.

There might be instances where these general terms and conditions do not apply to your account, product or the service you are using. If any of these general terms and conditions differ from the specific terms and conditions, the specific terms and conditions will apply.

You should keep a copy of these general terms and conditions in case you need to check them in the future. You can get extra copies from any of our branches or download a copy from www.apsbank.com.mt/terms-and-conditions

These general terms and conditions will apply until all of your accounts with us are closed and you have repaid, in full, any loans, overdrafts or other credit services you have with us. Some conditions will continue to apply even after your account has been closed.

All of our terms and conditions are governed by Maltese law. Any claims relating to our terms and conditions will be dealt with by the Maltese courts only.

3. Important documents

When applying for an account, product or service, it is important that you have read whichever of the following documents apply.

Document name	Content
General terms and conditions	The present agreement between you and us. Go to www.apsbank.com.mt/terms-and-conditions for the most up-to-date version of this document.
Specific terms and conditions	Terms and conditions that apply together with the general terms and conditions for the account and product that you have with us or the service you are using. For example, our current account, payment services and myAPS Service have specific terms and conditions. Go to www.apsbank.com.mt/terms-and-conditions for an up-to-date list of the specific terms and conditions.
Interest rate factsheet	A factsheet that lists the credit and debit interest rates payable and how often. The factsheet is available from our branches and on our website at www.apsbank.com.mt/interest-rates
Tariff of charges	A document that sets out important information on our rates, fees and charges. www.apsbank.com.mt/tariff-of-charges
Fee information document	A document that sets out the fees for using the main services linked to payment accounts. www.apsbank.com.mt/deposit-accounts
Data privacy policy	A legal document that sets out how we process and protect your personal information. www.apsbank.com.mt/gdpr
Depositor information sheet	The depositor information sheet sets out important information about the Depositor Compensation Scheme in Malta, which is a rescue fund for customers of failed banks which are licensed by the Malta Financial Services Authority (MFSA). www.apsbank.com.mt/DCS
Cut-off timetable	A guide to certain cut-off times for some of our accounts and services. For more details, go to www.apsbank.com.mt/cut-off-time-table
You can ask us for copies of these documents, and the most up-to-date versions are on our website. www.apsbank.com.mt	

From time to time, you will also receive the following important documents.

Statement of account	A summary of all financial transactions on your account.
Statement of fees	A summary of all fees charged on your payment account throughout the year.

We will give you the following important document if you apply for a credit service or loan.

Sanction letter or credit agreement	A credit agreement which sets out specific terms and conditions between you and us for any loans or credit services we provide to you.

4. Making it simple to understand

Certain words have a particular meaning throughout these general terms and conditions and in the specific terms and conditions, if this applies. We have listed some of these words and their meanings below.

365-day year convention	This means that, when working out interest, we count a year as having 365 days.
Account	The account that is in your name and maintained by us.
Account holder, you, your	The customer whose name the account is in.
ATM	Automated teller machine - a machine you can withdraw funds from and use other services at, 24 hours a day seven days a week.
Bank, we, us, our	APS Bank plc (C2192), whose registered address is APS Centre, Tower Street, Birkirkara, BKR 4012, and anyone we transfer any of our rights and obligations to or who takes over our company.
Branch	Go to www.apsbank.com.mt/branches-and-atms for the list of our branches in Malta and Gozo.
Card	The card which we give you to use which is linked to your account. Cards are one of the most popular forms of payment. They allow you to pay for goods and use services easily and conveniently (for example, use ATMs, shop online, and make purchases using EPOS machines) and are an alternative to cash and cheques.
Cleared funds	Funds that are immediately available for you to use.
Cooling-off period	The period of 14 calendar days during which you can withdraw from a distance-selling contract without having to pay a penalty. Distance-selling contracts are those you make using no face-to-face contact (such as over the internet).
Credit agreement	An agreement which sets out specific terms and conditions between you and us for any loans or credit services we provide to you.
Credit balance	The amount of money you have in your account.
Credit interest	The amount of interest we pay on money you have in certain accounts. Go to www.apsbank.com.mt/interest-rates for an up-to-date list of accounts which pay interest.
Credit limit	The overdrawn balance (balance that goes below zero) which you and we have agreed. This is the maximum amount you are allowed to borrow on your account.
Debit balance	Funds you owe us when your account is overdrawn.
Debit interest	The amount of interest you owe on money you have borrowed from us as stated in your credit agreement or sanction letter. If you do not have a credit agreement or sanction letter, we charge debit interest on an account that is overdrawn (when the balance goes below zero). Go to www.apsbank.com.mt/interest-rates for an up-to-date list of interest rates.
Direct credit	An incoming payment into a bank account, arranged by you or a third party which sends you the money. Direct credits are most commonly used by businesses when paying salaries. Direct credit can also be used for paying bills, taxes and so on.
Direct debit	A payment out of a bank account, arranged by you or a third party which receives the money. Direct debits are usually used for regular payments, such as loan repayments and utility bills.
EPOS machine	Electronic point of sale machine - computerised equipment which allows and confirms payment transactions by cards.
Important documents	Any one of the documents listed in 'Important documents' on page 4.

Joint account	An account held in the name of two or more account holders.
myAPS Service	Our internet and mobile banking service, available 24 hours a day seven days a week.
Non-personal account holders	Organisations who hold an account with us, for example corporate companies or non-governmental organisations (NGOs).
Payment account	An account held in the name of one or more account holders and which you use to make payments.
Payment instrument	Any personal device (including any card, token and mobile phone, used separately or together) which you use to make payments.
Security details	Ways of checking your identity, such as username, passwords, PINs and biometric authentication (for example, fingertip or face recognition).
Standing Order	An instruction you give us to make regular payments from your account to another account, either with us or with another bank. The payments would be for a fixed amount and would be made on the dates you choose. They would continue until you change or cancel the instruction.
Statement	The statement of account and the statement of fees, as described in 'Important documents' on page 4.
Sole trader	A person who owns and runs a business in his or her own name, who is entitled to its net profits but also responsible for its losses.

Any words in the singular will include the plural and any words in the plural will include the singular.

Your accounts and information with us

5. Opening an account with us

Anyone who is legally living in Malta or in any other EU member state can open an account with us.

You can open your account in euro or in any other currency we accept (this depends on the type of account you would like to open).

You need to make a minimum initial deposit to open certain accounts.

For more information about the documents you need to open an account, go to:

www.apsbank.com.mt/personal
or
www.apsbank.com.mt/business

Or, you can call at any of our branches or phone our contact centre on (+356) 21226644.

For us to consider your application to open an account, you must provide certain information that we think is necessary. We have the right to refuse any application.

6. Your information with us

Your privacy is important to us. We will process your personal information in line with the relevant data-protection laws, including the General Data Protection Regulation (EU)(2016/679).

Our data privacy policy explains how we collect, use, share, transfer and store your information and sets out your rights to your information.

The data privacy policy covers any personal or commercial products or services you have with us, such as savings, current, term deposit and other bank accounts, loans and overdrafts, investments and debit cards, mortgages, insurance services and pensions, as well as any future updates to products and services we offer, including any new product or service.

For more information on how we process your information and your data-protection rights, please read our data privacy policy. You can access it online at www.apsbank.com.mt/gdpr or ask any of our branches for a copy.

We may update our data privacy policy from time to time. Please see our website to stay updated on any changes.

7. Keeping your details up to date

You should always make sure that the contact details you give us are accurate and up to date and that you tell us as soon as possible if they change.

When we send you information, we will use the most recent contact details that you have given us. If these details change and you do not tell us immediately, you might not receive important information or it could even fall into the wrong hands.

You can tell us about any changes by:

- visiting any of our branches;
- logging in and sending us a secure message through myAPS Service; or
- writing to us.

Please tell us about changes to your:

- residential address and any separate mailing address;
- email address;
- landline phone number; and
- mobile phone number.

It is also very important that you tell us about any other changes to your personal details and circumstances or any other important changes that are relevant to us, for example:

- your name;
- your marital status;
- your nationality or citizenship;
- your occupation or income;
- your signature; and
- if you move to another country.

If you are a non-personal account holder, you should tell us about relevant changes, including changes to:

- your name;
- your registered address;
- your memorandum and articles of association, partnership agreement and so on;
- your representatives;
- your authorised signatories (the people authorised to manage the account); and
- your corporate structure.

We may need supporting documents from you in order to update certain details. If we ask for these documents, you might need to take them to one of our branches to be checked.

You must tell us immediately, in writing, if anyone linked to your personal or non-personal account (including an attorney, additional cardholder, myAPS user, or signatory) is no longer authorised to act on your behalf or if you want us to withdraw their access to your account. Until we receive and confirm this information, together with all necessary documents, we may continue allowing access. We will not be liable for any transactions carried out by that person.

If you do not keep all of your details up to date, this might affect the accounts, products and services we can offer you or how they work.

If you give us any information about another person connected to your account, you confirm that you have their permission to do so in line with any laws that apply. You agree to tell that person what information you have given to us, and make sure you tell them about how we process it, as set out in our data privacy policy. You agree to keep to all relevant data-protection laws. You agree to cover us against all costs, penalties, damages and other losses we may have if you break this condition in any way.

8. How we contact you

You should always make sure that the contact details you give us are accurate and up to date and that you tell us as soon as possible if they change. Remember that certain communications may contain private and confidential information. If anyone else has access to, for example, your mail, emails or phone messages, they may be able to read these communications. If you would prefer us not to communicate with you in certain ways, such as email, please let us know. We will try to use your preferred method of communication as much as possible, but you may still receive some communications by other methods.

We will contact you through any of the following methods, using the most up-to-date details you have given us.

- Landline phone number
- Mobile number (call or text message)
- Email address
- Post
- myAPS Service secure messaging

If we do not manage to contact you from the details we have in our records, we may contact you using information from public sources, for example, the electoral register.

We are not responsible for communications which fail to reach you, and we will consider you to have received communications if they are sent to the address you have given us.

In the future we may use new ways of communicating with you, as we are always aiming to make banking more flexible and efficient, in line with today's financial technology.

You can communicate with us in English or Maltese (though we prefer to communicate in English).

9. Keeping you informed about your account

When you open an account with us, we will ask you how you want to receive your statement of account and how often. We are committed to protecting the environment and so would encourage you to have your statement of account sent electronically through our myAPS Service instead of by post.

If you subscribe to myAPS Service, we will send your electronic statements of account, free of charge, every month or once a year if you prefer. We will also tell you whenever your electronic statement of account is available.

If you would also like to receive your statements of account by post, please tell us. If you subscribe to myAPS Service, we will charge you for sending statements of account by post, as set out in our tariff of charges.

If you have not subscribed to myAPS Service, we will post paper statements of account to you once a month or at least once a year, free of charge. You can ask us for extra hard copies of past statements of account. However, we will charge for this (see our tariff of charges).

If, in the period since the last statement of account we issued, no transactions took place on your account, we have the right not to send any statement of account.

If you have subscribed to myAPS Service, you can view your account transactions online.

For joint accounts, if you and the other account holder both subscribe to myAPS Service, we will send your joint statement of account through our myAPS Service instead of post. However, if only one of you subscribes to myAPS Service, we will post your joint statement of account to one address which you (as joint account holders) have agreed to give us.

If you or we close a payment account, we will provide you with a statement of account covering the financial transactions from at least 13 months before the account was closed. This statement will be free of charge.

If you subscribe to myAPS Service, we will send you an electronic statement of fees once a year. We will also tell you whenever your electronic statement of fees is available.

If you have not subscribed to myAPS Service, we will post your statement of fees to you once a year, free of charge.

For joint accounts, if you and the other account holder both subscribe to myAPS Service, we will send your joint statement of fees through our myAPS Service instead of by post. However, if only one of you subscribes to myAPS Service, we will post your joint statement of fees to one address which you (as joint account holders) have agreed to give us.

Unless these terms and conditions say otherwise, we will send all communications, including chequebooks, to the postal address you have given us. You must tell us immediately, in writing, about any change of address. We are not responsible for post which fails to reach you, and we will consider you to have received any post if it is sent to the address, you have given us.

If you ask us to send a statement, chequebook, card, or any other document to a separate mailing address or a ‘care of’ address, you are fully responsible if you do not receive the item or if any other person has access to it, or for any other break in security.

You should also give us your main permanent residential address or a registered address, along with any separate mailing address or ‘care of’ address.

10. Incorrect or unauthorised transactions

You must let us know as soon as possible if you consider that there are any unusual or incorrect transactions on your accounts.

If there is a transaction on your account that you believe was not authorised by you, you must tell us as soon as possible and not later than 13 months from the date that the funds left your account. If you don't do this, we may not be able to investigate and correct any unauthorised transactions. We will investigate the matter and may require you to provide evidence or any other information we may need to prove that the payment was unauthorised. Following our investigation, we may either refund you the full amount of the payment or reject your claim for a refund. If we reject your claim, you may have to pay a charge in line with our tariff of charges. Any other rights you have under other terms and conditions or agreements with us will continue to apply.

11. Refusing to carry out a transaction

We can refuse to carry out a transaction, or cancel a payment instruction, if:

- we reasonably suspect that the transaction or instruction is fraudulent or illegal;
- we believe that any of your accounts or cards, or myAPS, have been misused or are likely to be misused;
- the transaction appears unusual compared to your typical account activity; or
- you have not acted in line with these general terms and conditions, the specific terms and conditions or the terms of our documents.

If we refuse to carry out a transaction for any of these reasons, we will not be liable for any resulting loss.

We can also refuse to carry out a transaction if this is necessary:

- to prevent fraud; or
- for any other justifiable reason.

If allowed by law, we will:

- let you know that we have refused to carry out a transaction or have cancelled a payment instruction; and
- explain the reason for this.

We will do this as soon as reasonably possible.

12. If you stop using your accounts

If you do not use an account for a continuous period of 24 months, we will charge you an administration fee, in line with our tariff of charges. If the balance on the account is less than the amount of the fee, we will close the account immediately after taking the administration fee. If the balance on the account is more than the amount of the administration fee, the account will stay open and we will continue to charge the fee each year if you continue not to use the account.

13. Information about joint accounts

The paragraphs marked with an asterisk (*) also apply to non-personal accounts (see section 14).

When you open a joint account, it is very important that you and the other account holders fully understand the obligations relating to that account. *

If an account is in joint names, until you tell us otherwise we will issue a chequebook or a card (or both) to one or more of the joint account holders, as long as they are authorised to manage the account (for example, manage payment instructions such as direct debits). All the general terms and conditions, together with the specific terms and conditions, will apply. *

We can pay from the account any amount which a joint account holder authorises us to pay in line with the payment instructions. This applies whether the account is in credit or overdrawn or becomes overdrawn as a result of this instruction. If we later receive notice that you want a payment stopped and we cannot stop it, it cannot be reversed.*

Each joint account holder is responsible, both together and separately, for any transaction made on the account and for keeping to all of the terms and conditions, policies and tariff of charges that apply to that account and related services.

If an account holder dies, the relevant inheritance laws apply to the account and, once all the formalities are finalised, we will act in line with the requirements of the will or in line with Maltese law.

We will not interfere in disputes over who owns the funds in the joint account, unless we have to do so by law.

If we receive notice from one joint account holder to close the account, we may contact all joint account holders to confirm this before closing the account.*

Certain accounts, products and services might be limited and restricted for joint account holders. If you have any question about this, please contact us and we will help you.

14. Non-personal accounts

If the account holder is not an individual but is a body such as a corporate company or a non-governmental organisation (NGO), certain terms and conditions in 'Information about joint accounts' above will apply. Where we refer to joint account holders, we also mean their authorised signatories.

The signing rights to the non-personal account holder's accounts, products or services are as set out in the relevant application forms and may not necessarily be the same as other instructions you have given us. You must tell us about any changes to signing rights immediately, by filling in an application form. We will not be responsible if anyone misuses these rights or if you do not tell us about any changes to authorised signatories. We will consider every request, instruction or transaction received by the authorised signatories as authorised by the non-personal account holder. All of these general terms and conditions and the specific terms and conditions, policies and tariff of charges will also apply.

15. Tax

If your account earns interest, we will charge withholding tax, at a rate fixed by the authorities unless we are told otherwise. You and your attorney (someone who has power of attorney to act for you in legal or financial matters) or other representative (for example, a director or authorised signatory) are responsible for understanding and keeping to your tax obligations, including filing tax returns, paying tax, and filling in any other necessary forms or documents, in all countries where you can open and use our accounts, products or services.

Certain countries may have tax laws that apply regardless of your and your attorney's or representative's permanent home, tax residency (the permanent address in the country you claim to be a resident of for tax purposes), citizenship or incorporation. We do not provide tax or legal advice, so if you think having an account, product or service with us might affect your tax position, you should speak to an independent legal or tax advisor.

We are not responsible for your tax obligations in any country, including any obligations that may relate specifically to opening and using any of our accounts and services.

In line with local and foreign laws and regulations, at any time we can ask you for filled-in and signed self-certification forms to confirm your tax residency. By law, we may have to pass this information and other financial information relating to your account and other services to the relevant tax authorities.

We can close your account and withdraw all of our products and services if you and your attorney or representative refuse to provide tax details we ask for.

Using and protecting your account

16. Giving us instructions

You can give instructions and carry out transactions on your account in the following ways:

- At any of our branches
- By card or chequebook
- By standing order, direct debit, direct credit and other automatic transfers
- Through our ATM network and deposit machines (see our cut-off timetable)
- Through myAPS Service

To deposit cash into your account at one of our deposit machines, you must use one of our preprinted deposit envelopes. You must fill in the details on the envelope. If you do not use our deposit envelopes or do not include the details on the envelope, we may decide not to deposit the cash into your account.

If there is any difference between the contents and the amount written on the deposit envelope or entered on the deposit machine, our count will be taken as the correct amount of the deposit. We will tell you about any differences.

We will keep any banknotes which we think are counterfeit. We will send these banknotes to the Central Bank of Malta for further checks. If they confirm the notes are counterfeit, we will not credit the amount to your account. We have the right to take an amount equivalent to the value of the counterfeit banknotes we had already credited to your account before the notes were confirmed as counterfeit.

Local cheques of other banks (not including Central Bank cheques) will need to clear before they are included in your account balance for the purposes of calculating interest. Local bank cheques will clear within three bank working days (or as otherwise set by the Malta Clearing House) after they are paid into the account. If you pay one of our cheques into an account at a branch other than the one the cheque comes from, we will consider it cleared one bank working day after you pay it in. You cannot withdraw funds before a cheque has cleared. If you withdraw funds which have not been cleared, we may charge you interest, even though your account shows a credit balance.

Local cheques cannot be transferred and can only be paid to you if they have been issued in your name (full name and surname).

Only local APS and Central Bank cheques up to €5,000 in value can be cashed in at one of our branches by personal customers. We will check your identity and ask you for a valid identification document, to make sure your name on that document matches the full name written on the cheque. We will ask you to sign the back of the cheque and write your identification details and any other information we may need.

You cannot cash in local cheques (both APS and of other banks) over the value of €5,000 or of any amount made out to non-personal customers. You would first need to pay these into your account and wait for them to clear (as under the guidelines above). You can also pay a local cheque into a joint account as long it is also issued in your name.

We have the right to refuse to cash in cheques and to not allow you to pay in local cheques for any valid reason.

Local cheques include local bank drafts.

17. Managing your account, debit interest, and the right of set-off

If there is no credit limit agreed for your account, you must not go overdrawn (unless we have agreed that you can) and must keep the account in credit. If the balance of your account goes below zero, we are entitled to take from your account the amounts of all transactions, including any fees, commissions and charges set out in our tariff of charges, and debit interest, as set out in our interest rate factsheet, whether or not your account is overdrawn or becomes overdrawn as a result.

We have the right, at any time and without giving you notice, to set off any debit balance on your account against any credit balance you have in another account with us (this means we will use money you have in one account to pay off the debt you owe us on another account). If you do not have a credit limit, we may decide that your account is overdrawn. We will charge you debit interest, as set out in our interest rate factsheet, and a fee for going overdrawn, in line with our tariff of charges.

Interest charged on debit balances is calculated as set out in the interest rate factsheet. We may charge a fee on unauthorised overdrawn accounts, including withdrawals made against uncleared funds. The fee is listed in our tariff of charges. You must immediately repay any overdrawn amounts, together with fees, commissions, charges and any debit interest.

18. Checking your identity

Every time you need to access your account, for your safety and security we need to check it is you that we are dealing with.

Besides the traditional approach of identifying you from a photograph, we can also identify you through your security details and payment instruments, which allow you to access and carry out instructions through your account.

Security details include:

- passwords, PINs and usernames; and
- biometric data, such as fingerprint and face ID.

Payment instruments include:

- cards;
- code-generating devices and apps (such as myAPS token and myAPS app); and
- online banking interfaces, such as myAPS Service.

In the future we may add other forms and methods of security details and payment instruments, in line with changes in financial technology.

19. Protecting your security details and payment instruments

You must take all reasonable precautions to protect your security details and payment instruments in order to prevent or keep to a minimum fraudulent and unauthorised use.

Necessary precautions include the following.

- Do not use security details (for example, passwords and PIN numbers) that may be easy to guess, such as dates of birth, pet names and so on.
- Do not write down your passwords and security details.
- Make sure that no one hears or sees your security details when you use them.
- Keep information about your account that contains personal details (such as statements, cards, receipts and PIN numbers) safe and dispose of it safely.
- Always be cautious with the apps and programs you run and install.
- Keep your software and other programs updated at all times.
- Carry out security and virus checks on your electronic devices by using effective antivirus software and keeping it updated at all times.
- Tell us immediately if you notice something wrong with myAPS Service that is stopping you from using it properly, or if anything looks different.

If you give someone your security details or access to your payment instruments and they use them to make a transaction (such as a withdrawal, transfer or payment), we will treat the transaction as if it was authorised by you.

This is why you should not share your security details with anyone or give anyone access to your payment instruments.

We will never ask you (including over the phone) for security details, such as card details, card PIN numbers, username, passwords or a PIN entry-generated code (a unique code created when you enter your PIN) or any information that could be misused.

If your security details or payment instruments are lost, misused, stolen, damaged or destroyed, or you suspect anyone has had unauthorised access to them or has made an instruction on your account, you should tell us immediately.

20. Third-party providers

Open banking has been introduced across the European Union countries as part of the Payment Services Directive 2 (PSD2). It is designed to give you more control over your money. You can choose to authorise your bank to share information about your account or make payments direct from your bank account by registered and authorised companies (known as third-party providers, or TPPs).

Third-party providers (TPPs) are authorised by the Malta Financial Services Authority or registered with an EEA regulator or authorised by law to access information, with your permission, in order to see your account information and make online payments carried out by other service providers (such as other banks, financial institutions and card issuers).

An EEA regulator is a regulator in a member state of the European Union, plus Iceland, Norway and Liechtenstein.

So how does it work?

Open banking allows you to give TPPs permission to securely access your financial information.

There are three types of TPPs.

AISP – account information service provider. By sharing your account information (such as your balance or recent transactions) with an AISP, you will be able to see all your accounts with different banks in one place. This will make it easier for you to view, plan and manage your money.
PISP – payment initiation service provider. Through a PISP you will be allowed to pay people and companies direct from your bank account, without needing your bank card.
CISP – card issuing service provider. A CISP provides payment cards that allow you to confirm you have the funds to make a payment by card, without them having any rights over your account.

What does this mean for me?

This means that by giving your permission to share specific information with a TPP, you will be able to:

- view different bank accounts with different banks in one place;
- manage your money easily and compare accounts; and
- pay direct from your bank account without needing to use your bank card.

You can ask a third-party provider (TPP) to access information on your account, or ask us to send money from your accounts with us, as long as we recognise the TPP and they follow the relevant regulations. By law, we must accept requests from TPPs that you have given your permission to.

Through TPPs you can see account information from your other banks all in one place and make payments in new ways, such as through other apps and websites. We will recognise any instruction from a TPP as if it was from you.

If you provide your security details to a TPP, you will be responsible for any access for information request or payment instructions they carry out. We will consider that it was you who gave the instruction, and that you gave your permission to share your information about your accounts and to process payments.

If we become aware that a TPP is using your security details without your permission, we will block access to your accounts.

If you do decide to use a TPP, it is very important that you read the terms and conditions of their service so that you know exactly what information they will be accessing and how they will use that information.

If you use a TPP you must monitor your account and tell us immediately about any payments on your account that you think may be incorrect or unauthorised.

If you ask a TPP to instruct us to send money and they do not, we will not be responsible for your payment not being made.

We may not give a TPP access to an account if we know about any unlawful or dishonest activities carried out by the TPP.

21. Withdrawing permission you have given a TPP

At any time, you may withdraw permission that you have previously given a TPP. You can also withdraw your permission to carry out a series of payment transactions through myAPS Service, in which case we will consider any future payment transaction to be unauthorised.

For more information and guidance about TPPs, please visit www.apsbank.com.mt/openbanking.

Our relationship with you

22. Changes we may make

In order to keep our documents, including the general terms and conditions, specific terms and conditions, interest rate factsheet, tariff of charges, fee information document, data privacy policy and cut-off timetable up to date, we may need to make some changes from time to time (some examples are included below).

Changes we cannot control
• Changes in market conditions or banking practice. • Changes in the law or a decision or recommendation of a court, regulator or similar body. • Changes set by or requested by a payment system
Changes to our business
• Changes in our costs • The introduction of new or improved products, systems, business methods, methods of work, technology, delivery methods, services or facilities. • Merging with or taking over the business of another bank or organisation offering similar services.
Changes for other reasons
• Any event or circumstances that may reasonably affect how you meet any of your obligations under all of the terms and conditions. • If you break any obligations set out in any of the terms and conditions.

If it applies, we will tell you about these changes before we make them. However, as we cannot say precisely when we might introduce certain changes, we may also make other changes, for reasons that aren't covered above.

(A) If it applies, we will tell you about any changes at least two months before the change comes into force. We may contact you by post, email, myAPS Service, text message or a message on your statement, or in any other way.

You can ask us to close the account if you do not like any change we put in place.
If we do not receive an objection from you about a change, or a written request from you to close the account within the two-month notice period, we will assume that you have accepted the proposed changes and they will then become part of the relevant document.

(B) We have the right to make some changes without giving you notice. We can do this if, for example:

you have broken, or are likely to break any of the terms and conditions;
there is a change in the law or a decision (for example, a decision made by a court or a regulator);
a court, regulator or similar body issues recommendations; or
the changes we make are favourable (such as an increase in credit interest rates, a reduction in fees and commissions, or a change to a document's wording or layout).

If it applies, we will publish changes as soon as reasonably possible in the local press, or by putting a notice in our branches or on our website, social media or the myAPS Service.

23. Interest, fees and tariffs

From 1 January 2026, interest on all deposit accounts, as well as payment accounts (including those with a credit limit) and term deposit accounts (newly opened or renewed on or after 1 January 2026), will be calculated on the cleared funds in the account, using a 365-day year convention.

You can find information about fees, commissions, charges and interest rates in our tariff of charges and interest rate fact sheet, available at all our branches and on our website. Any changes to interest rates and charges will take effect on the date they are published.

24. Unavoidable circumstances

We will not be liable for any loss (whether direct, indirect, substantial or otherwise) or damage you may suffer if we or any of our representatives, third-party suppliers and service providers cannot provide, or delay in providing, any banking or other services as a result of circumstances beyond our reasonable control. This includes:

- telecommunications, data communications and computer systems and services failing or being unavailable;
- war, civil disturbance, government action, strikes, lockouts or other industrial action or trade disputes (whether involving your or our employees or those of a third party); and
- any other causes beyond our reasonable control, including unavoidable accidents).

25. Information to protect your account

Your safety and banking needs are extremely important to us. We may sometimes ask you to provide information or documents as soon as possible. By doing so, you can help us to protect your account against fraud and meet our obligations relating to preventing, investigating and detecting financial crime.

If we cannot get the information we need from you, we may:

- try to get it from another source;
- restrict access to some banking services and facilities;
- close your account; or
- withdraw our services.

It is very important that the information and documents you give us are accurate and up to date.

Closing an account or ending a service

26. When you can close an account or stop a service

If you want to close an account, you must tell us by writing to us. It is very important that we confirm your identity and matters related to an account or service.

When closing an account or stopping a service, the following apply.

- We might ask you to immediately return to us any cards linked to the account.
- You must leave enough funds in the account to cover any cheques you have written that have not yet been paid out of your account.
- We can only close the account once all the cheques you have written have been paid and you have returned any unused cheques.

- If you have a credit agreement with us, we will not close your account. The terms of your credit agreement with us will continue to apply until you have paid all amounts you owe us under the sanction letter for that facility in full.
- When closing a term deposit or investment account you must read the relevant terms and conditions.
- You must pay any fees, commissions, charges and interests which are due to us.

Distance Selling Regulations

In every distance-selling contract (such as those made over the internet or through myAPS Service, where there is no face-to-face contact), you have 14 calendar days (the 'cooling-off period') to withdraw from the contract without having to pay a penalty.

A cooling-off period does not apply to all accounts and services.

The above section 'When you can close an account or stop a service' will also apply when you withdraw from a contract within the cooling-off period.

The Distance Selling Regulations only apply to personal account holders (that is, customers whose account is for personal use, not business purposes).

27. When we can close an account or stop a service

We can close an account or stop a service at any time, immediately and without notice, if:

- you have seriously or persistently broken any of the general and specific terms and conditions and any relevant important document;
- you have committed fraud or may be acting fraudulently;
- you are using, or allowing someone else to use, an account, product, service or money illegally or fraudulently;
- you are involved in criminal activity;
- you have not met the anti-money-laundering and sanctions requirements;
- you have given us false information;
- you have acted abusively, threateningly or violently towards a member of our staff;
- we reasonably consider that, by allowing you to keep the account or keep using a service, we may be at risk of breaking a law, regulation, code, court order or other duty, or a government, regulator or law enforcement agency may criticise us or take action against us; or
- we reasonably believe that you are misusing your account, a service, your security details or payment instruments, payment methods or authorisations; or
- we have any other valid reason.

We can decide to withdraw any account, product or service or your use of chequebooks, cards and myAPS Service, for example, especially if you misuse the account, product or service.

If possible, we will tell you about, or give you reasonable notice of, us refusing, reversing or stopping an account, product or service.

28. Switching bank accounts

Switching your account or some banking services from one bank to another is simple.

Switching in

- To move a payment account to us from another bank or other financial institution, **please contact us.**
- Any credit balance from your old payment account will be transferred to your new payment account with us.

- We will confirm with you that any information about recurring payments (such as direct debits and standing orders) and which is linked to your old payment account is correct before we complete the switch.
- We or you can give your new account details to any third party who gives instructions to your account (such as an income or salary from your employer). For more details see 'Your guide to switching banking services'.

Switching out

- We will help you to transfer any money held in your payment account with us (less any money you owe us) to your new account with another bank locally or within the European Union.
- Once we have received a request from your new bank, with your permission we will give them any information we have about any recurring payments (such as direct debits and standing orders) on the payment account you have with us.

If there are any complications related to switching your bank account, we will contact you.

The switching service is free.

For more information about switching your bank account, please read **Your guide to switching banking services**, which you can get from any of our branches or at www.apsbank.com.mt/document-downloads.

General

29. Listening to our customers

We put you, our customers and the wider community at the heart of everything we do, and this is why we care about your opinion. If a member of our staff has gone the extra mile and you would like to tell us about it, if you were satisfied with a particular product or service, or if you have not received the service you expected from us and have a complaint, please get in touch. We would like to hear from you. This gives us the opportunity to put things right and improve our service to all our customers.

Our feedback and complaint handling policy tells you how to give us your feedback and the timescales in which we will deal with it. You can find the policy on our website and send us your feedback in any of the following ways.

- **Fill in our Feedback Form** at www.apsbank.com.mt/feedback.

If there are any supporting documents you would like to add, the Feedback Form also allows you to add attachments.

- **Call our Customer Support Centre on (+356) 21226644** Monday to Saturday (not including public holidays) between 8am and 8pm.
- **Speak to a representative** in person at any of our branches.
- **Write to:** Voice of the Customer
  APS Bank plc
  APS Centre
  Tower Street
  Swatar, BKR 4012
  Malta
- **Email us at:** voc@apsbank.com.mt

If you are still not satisfied with how we deal with your complaint or feedback, you can refer your complaint to the Arbiter for Financial Services.

- **Write to:** The Office of the Arbiter for Financial Services
  N/S in Regional Road
  Msida MSD 1920
  Malta
- **Call (Freephone):** 80072366 or +356 21249245
- **Email:** complaint.info@financialarbiter.org.mt
- **Website:** www.financialarbiter.org.mt

30. Other important facts

1. You have to pay all fees, commissions, charges and interest relating to your account, together with any costs that arise as a result of you breaking any of these general terms and conditions or the specific terms and conditions.

2. We may, in certain circumstances:

- give you extra time to meet your obligations under any of our terms and conditions;
- decide not to exercise our rights under any of our terms and conditions; or
- extend the period that any special terms and conditions we agree with you will apply.

If we do not exercise our rights, this does not mean that they no longer apply, and we can still exercise them in line with relevant law.

3. If you have an account which we use to provide further services (such as payment services and myAPS Service), you should read these terms and conditions with any agreement or terms and conditions that apply to those further services.

4. If you have an account which is a payment account such as a savings or a current account, our payment services terms and conditions will also apply. If the payment services terms and conditions differ from the general terms and conditions and specific terms and conditions, the payment services terms and conditions will apply.

5. We may, at any time, refuse to carry out any request or instruction given by phone, email or documents (such as written instructions). We can ask for confirmation of requests and instructions we receive by these methods. If we refuse to carry out a request or instruction, we will tell you as soon as possible.

You will cover us against all losses, claims, damages, costs or any other liability we might have in relation to carrying out any such instruction.

6. You cannot transfer your account to another person.

7. You cannot switch the account unless you do so in line with our **Your guide to switching banking services** document.

8. We can transfer any of our rights and obligations to a person we reasonably consider capable of carrying them out. References to 'we', 'us' and 'our' in all terms and conditions should then be read as references to that person. You cannot assign or transfer any of your rights and obligations arising under the terms and conditions.

9. You cannot mix your funds between accounts used for personal purposes and accounts used for business and trading purposes.

- You can only use your personal accounts for personal purposes.
- You can only use non-personal accounts for business purposes.
- Sole traders and self-employed customers must keep any money relating to their business in a separate, designated account.
- You must manage all accounts in line with the purpose you opened the account for.

We may contact you and ask for more information and documents in relation to the above.

31. Deposit protection

We take part in the Depositor Compensation Scheme in Malta, which was established under Legal Notice 383 of 2015. Under the scheme, all deposit accounts held with us are guaranteed up to a maximum of €100,000. There is more information on this scheme on the depositor information sheet, which you can get from www.apsbank.com.mt/DCS and from any of our branches.

Contact us

If you need advice or information on our services or products, you can contact us as follows:

Ask your nearest APS branch
Call **(+356) 2122 6644**
Visit **apsbank.com.mt**
Message us through **myAPS** message hub



These general terms and conditions have been approved and issued by APS Bank plc, APS Centre, Tower Street, B'Kara BKR 4012. APS Bank plc is regulated by the Malta Financial Services Authority as a credit institution under the Banking Act 1994. 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.

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