BOV Cashlink Visa

Product Information Guide

your guide to:

General Product Information

The Benefits

Terms and Conditions of Use

BOV
Bank of Valletta

General Product Information

You can make all the purchases you want, whenever you want, with the BOV Cashlink Visa card. The BOV Cashlink Visa card gives easy access to your account. The amount of any transaction done by this card is directly debited to your account.

The Benefits

You can…

- Use your BOV Cashlink Visa world-wide at any ATM and Point of Sale terminal displaying the VISA sign*
- Use the BOV Cashlink Visa card for any purchases made on the Internet.

**Cash withdrawals effected overseas or through other bank ATMs are subject to a charge that will be deducted directly from your account and can be effected subject to having sufficient funds in your account or an agreed overdraft.*

You get*:*

- Easy access to your account;
- Withdrawals of up to € 1,000 via ATM;
- Spend up to €3,000 daily through any EPOS (Electronic Point of Sale Terminal) bearing the Visa logo (subject to having sufficient funds in your account or an agreed overdraft)
- Details of your transactions in account statements;

Your Checklist

BOV Cashlink Visa is offered to Customers over 18 years of age, who are in full time employment or on a pension, having a current or savings account. If you do not already hold either of these accounts, you will be asked to open a new account and provide the relative documentation depending on your Residency Status and Country of Residence, as per Bank requirements at time of application.

Your next step…

Visit any BOV branch and apply for a BOV Cashlink Visa card now!

Important Information

Bank of Valletta p.l.c., (Bank or BOV) is committed to providing you with sufficient information that helps you to make informed decisions in relation to the acquisition of BOV products and services. We strongly recommend that you read this Product Information Guide carefully, and that you keep a copy of it for your reference.

If you would like to have anything in this Guide clarified, please feel free to contact us by e-mail to *customercare@bov.com*, or by calling our BOV Customer Service Centre on 2131 2020.

Throughout this Guide: the terms '**we**', '**us**' or '**our**' refers to BOV and each of our subsidiaries and associated companies, the issuer of the product or service; when we use the term '**you**' we mean you as the user of BOV products or services; when we refer to '**customer(s)**' we mean you or other user(s) of BOV products or services as applicable.

The Bank's base rate means the basis, established by the Bank from time to time, on which the rate of interest payable generally on all Bank lending is determined. The current Bank Base Rate can be obtained either by visiting any BOV branch, or by calling our Customer Service Centre on 2131 2020 or through our website – www.bov.com.

Information contained in this Guide is subject to change from time to time and is up to date as at the stated Issue Date. BOV has no obligation to update, modify or amend this Guide or otherwise notify you of any change or revision.

The information provided in this Guide is general in nature and does not take into account your financial situation or investment requirements. Nothing in this Guide should be construed as a solicitation or offer, or recommendation, to acquire or dispose of any investment, product or service or to engage in any other transaction, or to provide any investment advice or service. Nothing contained in this Guide constitutes investment, legal, tax or other advice and is not to be relied on in making an investment or other decision. You should obtain relevant and specific professional advice before making any investment decision.

This Guide is designed for use in Malta and is not directed to, nor intended for distribution or use by, any person or entity in any jurisdiction or country where the publication or availability of this Guide or such distribution or use would be contrary to local law or regulation. If you choose to use this Guide, it is your responsibility to comply with the applicable local, national or international laws and any use of this Guide outside Malta is entirely at your own risk. For guidance relating to your specific situation, please contact your legal adviser.

Use of BOV Products and Services is governed by the Terms and Conditions applicable once you sign the relevant application form and conditions.

Queries or complaints regarding any transaction carried out with the Card should be discussed with the Bank's Customer Services representative at the branch where the card account is domiciled. You may lodge a complaint either by:

i. Completing our digital Complaint Form available through: https://www.bov.com/complaint-form; or;

ii. If you do not have access to our digital complaint form, you may write to us at the following address: Customer Resolutions Unit, Bank of Valletta p.l.c. BOV Centre, Triq il-Kanun, Zone 4 Central Business District Santa Venera. CBD4060

In the event that you are still not satisfied with the Bank's reply or no agreement was reached with the Bank, you may refer the matter in writing to: 'The Office of the Arbiter for Financial Services, N/S in Regional Road, Msida, MSD1920, Malta'. Further information may be obtained through the official website: www.financialarbiter.org.mt; Freephone (local calls): 8007 2366 and Telephone: +356 2124 9245.

Eligible clients may direct their complaints directly to the Office of the Arbiter for Financial Services after dealing with the Bank, whereas non-eligible clients may direct their complaints directly to the Central Bank after dealing with the Bank before the Office of the Arbiter for Financial Services.

Our Interest Rates

Interest Rates may change after this product has been acquired and peripheral products may incur their own rates. Please refer to our BOV website for updated information,or contact any BOV Branch or our BOV Customer Service Centre on 2131 2020 for additional information.
BOV CashlinkMalta is interest-free; however, any accounts to which it is linked can incur their own interest rates and/or charges if overdrawn.

Our Fees and Charges

Fees and charges may change after this product has been acquired and peripheral products may incur their own cost Please contact any BOV Branch or our BOV Customer Service Centre on +356 2131 2020 for additional information.

Debit cards and associated services are subject to fees / charges as per the Bank's Tariff of Charges, which can be viewed here: *www.bov.com/api/v1/download/bov-cards-tariffs*

Terms and Conditions of Use

SCOPE

These Terms and Conditions govern the use of the debit cards referred to below (the **"Cards"**) issued by Bank of Valletta p.l.c. (the "**Bank**").

ABOUT THE BANK

Bank of Valletta p.l.c. of 58, Triq San Żakkarija, Il-Belt Valletta VLT 1130 is regulated by the Malta Financial Services Authority and licensed to carry out the business of banking in terms of the Banking Act (Cap. 371 of the Laws of Malta).

The Bank's principal place of business is BOV Centre, Triq il-Kanun, Zone 4, Central Business District, Santa Venera, CBD 4060 - Malta. . Website: www.bov.com. Contact Details: +356 2131 2020 and this is also the contact address for the purpose of your Account agreement with the Bank. Alternatively, you can contact the branch where your Account is domiciled or you may e-mail the Bank's Customer Service Centre on customercare@bov.com.

DEFINITIONS

a. **"Account**" means any account or accounts held by the Bank in the name of the Cardholder, including the Primary Account.

b. "**Account Holder**" means a Cardholder in whose name the Bank maintains a Primary Account.

c. "**Card**" or "**Cards**" means the BOV CashlinkMalta, BOV CashlinkMalta Club, BOV Cashlink Club Start, BOV Cashlink Visa, BOV Cashlink Visa Club, BOV Cashlink Visa Gold, BOV Cashlink Visa Black, BOV CashlinkPay, BOV CashlinkPay Club, BOV Visa Business and any other debit cards which may be issued by the Bank from time to time. "Card" also means any debit card or debit card number issued under this agreement, including renewal, replacement or additional cards, and card details, stored on an electronic wallet, smart phone or any other device.

d. "**Cardholder**" or "**you**" means a person who has been issued with a Card by the Bank.

e. **"Click To Pay"** This is a unified online payment solution that was introduced by major card networks (e.g. Visa) to allow consumers to make purchases online with a single click, without the need to enter card details for every transaction.

f. "**Corporate Card**" means a Card issued in the name of the corporate body and will include the name of the duly authorised representative. Any and all transactions carried out by the said representative shall be considered as having been carried out by the corporate body. For the purposes of Corporate Cards, the terms "**Account Holder**" and "**Cardholder**" shall refer to the corporate body in whose name the Primary Account is held, and also to its duly authorised representative, as applicable

g. "**Currency**" means the currency of the Primary Account in which the transactions are billed.

h. "**International Payment Company**" shall mean Visa International and/or any other card scheme applicable to the Card.

i. **"PIN"** and/or **"Card/Security Details"** means any personal identification number (PIN), or security codes, verification codes or other security details that may be communicated to you, to be used in conjunction with your card, or with any device, to authorise a transaction, confirm your identity, store your card on a wallet or access a device – for example a password, security code, PIN or biometric data such as a fingerprint.

j. "**Primary Account**" means the Account associated to the Card as may be indicated by the Cardholder from time to time and to which all transactions effected by the Card are debited. Any other Account which is associated to the Card which is not the Primary Account can only be used as a source to transfer funds to the Primary Account or selected from a Bank Automated Teller Machine (ATM) for cash withdrawals.

k. "**Supplementary Cardholder**" means a person who has been authorised by the Cardholder to operate the Primary Account, who is issued with a Supplementary Card and whose transactions are charged to the Primary Account of the Account Holder.

l. "**Tariff of Charges**" shall mean the tariff of charges issued by the Bank from time to time in relation to the Cards and other Bank products and services and which is available at the branches of the Bank, on the website *www. bov.com* or by calling the Bank's Customer Service Centre on +356 2131 2020.

m. **"Third Party Credits"** – credit of funds to the card account effected by entities other than the cardholder or the Bank

n. "**We**", "**our**" and "**us**" means the Bank, its assignees and successors.

THE CARD

a. Upon receipt of your Card and PIN you must immediately sign the Card and there are instances where you will be required to activate your card, in such instances the relevant instructions will be attached to the card.

The Card may only be used by you, and you must take great care of it. You must not interfere with any magnetic stripe or integrated circuit (chip) in the Card. Furthermore you are not to disclose the Card number except when properly using the Card and you are to comply with any other instructions which we may issue regarding the safekeeping of the Card, its number, and any other PIN, code or Card/Security details that are communicated to you in connection with the use of the card through any channel as described in clause 'f' below.

b. The Card remains the property of the Bank and must be returned on request.

c. You may only use the Card during the validity period shown and for amounts, which will not cause the available balance on the account to be exceeded. The Card must not be used if cancelled or suspended by us.

d. You may only use the Card to pay for goods or services, or to obtain cash advances, or for any other purpose that we allow from time to time. The Card must not be used for any illegal purposes.

e. Use of the Card may be:
   i. accompanied by the Cardholder signing a sales voucher or order form showing the Card number (amongst other things); or
   ii. accompanied by the Cardholder entering the PIN (Personal Identification Number) on the EPOS (Electronic Point of Sale) terminal or PIN Pad to confirm and authorise a transaction; or
   iii. by 'tapping' the card at the point of sale, or card reader, to effect contactless payments using near field communication technology;
   iv. accompanied by the Cardholder, loading the card to a device and/or eWallet, and subsequently using that device/eWallet to complete a transaction either at the Point of Sale Terminal, or online;
   v. through a cash machine, or other machine, sometimes using a PIN; or
   vi. sometimes carried out over the telephone quoting the card number and other details; or
   vii. through the internet or other electronic media (including interactive television) quoting the card number and other Card/Security Details. We strongly recommend the use of 'secure payment' sites and software when using your Card details over the Internet.

f. Your signature on the sales voucher or other order or authorisation form (such as Direct Debit Mandate or subscription) showing your Card number, the quoting of your Card number and/or other details over the telephone or internet or the inputting of your PIN, or the transmission of your Card/Security Details e.g. by tapping your card at a point of sale, signifies your consent to execute a transaction.

g. A transaction cannot be revoked by yourself once you have given your consent as mentioned above. In the case of Card recurring transactions or Card transactions which are initiated by, or through the person for whom payment is intended (the payee), you may not revoke the transaction after transmitting the payment order or giving the payee your consent to execute the transaction.

h. It will remain your sole responsibility to ensure that your renewed Card is in your possession prior to the expiry date of your Card.

i. You must give the Bank at least 30 days notice prior to expiry date of the Card if you do not wish to renew your Card.

YOUR PIN / 3D SECURE PASSCODE / VERIFICATION CODES / OTHER SECURITY DETAILS

You may use your Card to effect transactions through various channels. For this reason you will be issued with any one, or all, of the below:

   i. A PIN – personal identification number to be used for example at the ATM or at the Point of Sale;
   ii. A 3D Secure passcode – to be used for example when effecting online purchase;
   iii. A verification code – to be used to verify your cards when registering to an eWallet, or an app, such as the Bank's BOV ebanking app.

In all the above instances, any PIN and/or Card/Security Details communicated to you to be used in conjunction with your Card must be kept secret. This means that you must not disclose such Card/Security Details to anyone else, including Bank personnel, or record them in any way which allows another person to discover them.

If the PIN, or any other Card/Security Details, are communicated to you on paper, upon receipt you must destroy the PIN notification. If the Card/Security Details are communicated to you in electronic format for use in conjunction with a specific app/wallet or device, you must not insert the code or any Card/Security Details in any other app, website, or device, except the one for which it was intended. In addition, you are to comply with any other instructions, which we may issue regarding the safekeeping of the PIN and/or Card/Security Details.

UNAUTHORISED USE OR LOSS OF CARD

a. The Cardholder must take all the reasonable precautions to prevent the loss, theft or fraudulent use of the Card and the PIN being disclosed to any person. The Cardholder must read statements carefully upon receipt or when they become available online. The Cardholder must notify the Bank without undue delay (and in any event, no later than 13 months after the debit date of any unauthorised transaction) upon discovery, or even a suspicion of the unauthorised use of the Card or that the Card has been lost, stolen, misappropriated or that it may be misused or the Cardholder suspects or there is any reason for the Cardholder to suspect that the PIN, or Card/Security Details have become known to another person.

b. Subject to clause (a) above and the provisions of this clause, the Bank will generally investigate the unauthorised transactions and, if the Bank is reasonably satisfied that the transaction was not authorised by you or by the Supplementary Cardholder and that you are not liable, the Bank will pay back to the Primary Account the amounts of the unauthorised transactions (including any interest or charges you paid as a result of the transaction, as well as any interest which we would have paid you on that amount) over the amount of €50. Thereafter, we will not have any further liability to you. You will however be unlimitedly responsible for any, and all, transactions carried out with your Card or your PIN, or Card/Security Details prior to notification in terms of this clause, if you or the Supplementary Cardholder have:

   i. not used your Card in accordance with these Terms and Conditions, in particular, if you do not take all reasonable steps to keep safe your Card and the PIN, and/or the Card/Security Details;
   ii. not notified us immediately on becoming aware of:
      - the loss, theft, misappropriation or unauthorised use of the Card,
      - the recording on your Account/s of any unauthorised transactions,
      - any error or other irregularity in the maintaining of your Account/s by us; or
      - having any suspicions that the PIN and/ or Card/Security Details are known by any unauthorised third party;
   iii. recorded the PIN or the Card/Security Details in any recognisable form, in particular on the Card or on any item which you keep or carry with the Card;
   iv. acted in any other way with gross negligence or fraudulently.

   After notification to us, you will not be liable for any further transactions carried out with your lost, stolen or misappropriated Card. This does not however apply where you have acted fraudulently.

c. Notification under the Agreement should be made to Bank of Valletta p.l.c., Card Business, BOV Centre, Triq il-Kanun, Zone 4, Central Business District, Santa Venera CBD 4060 - Malta, Telephone: +356 2144 0823, which number is available on a 24 hour basis. If the card is a Visa card, and is lost or stolen abroad, you may contact the "Visa Global Card Assistance Service", who are equipped to respond to emergency requests. If you require the use of this service, you are to contact the Bank on +356 2144 0823.

d. We require information and your assistance to help us to recover the Card. You are therefore to co-operate with us and with the police in our efforts to recover the Card and to investigate any unauthorised transactions you report on your Account. If you are asked to report such transactions to the police, in the country where the loss or theft occurred, as well as locally upon your return, this must be done as soon as possible.

e. Should you retrieve the Card after you have reported it lost or stolen, you must not use it but forward it to us cut in half.

f. If either you and/or the Supplementary Cardholder need a replacement Card or PIN, the Account holder or the Supplementary Cardholder should request us to issue the replacement of the Card and/or its PIN and/or the Supplementary Card and/or its PIN respectively. A fee may apply for the replacement of a Card and/or PIN and for the collection of a replacement Card and/or PIN from Card Services or any branch of the Bank as per Tariff of Charges. A different fee as per Tariff of Charges applies if you require the replacement Card and PIN to be made available by the Bank for collection by yourself within 24 hours.

g. If the card is a Visa card the Bank provides an Emergency Card Replacement service as well as an Emergency Cash Disbursement service when you are abroad, at a cost as per Tariff of Charges. If you require the use of this service, you are to contact the Bank on +356 2144 0823.

FINANCIAL AND RELATED PARTICULARS

a. We will charge to the Primary Account (or the Account in case of cash withdrawals, as applicable) the amounts of all transactions made with the Card issued to the Account Holder and, if appropriate, to the Supplementary Cardholder, (including any amount charged by another bank for the use of their machine and all other amounts you owe us from time to time under these Terms and Conditions or any other terms in relation to the use of the Card or the Account), and, subject to clause 4 above, even if you or any Supplementary Cardholder have not authorised that transaction.

b. The Cardholder is to ensure that enough funds are available in the Primary Account and/or any other associated account to meet all transactions made with the Card. However, the Bank shall have the right to charge to the Primary Account or to the Account/s the amounts of all transactions whether or not the Primary Account or the Account/s are overdrawn or becomes overdrawn as a result.

c. Notwithstanding clause 5(b), under no circumstances is the Cardholder authorised to overdraw the Account/s unless previously authorised by the Bank. Overdrawn accounts will be subject to a fee as per Bank's Tariff of Charges and the Cardholder will pay immediately any such overdrawn amounts.

d. In addition, notwithstanding the above, the Bank shall have the right to refuse authorisation for any Card transaction for any valid reason, including if there are not enough funds in the Primary or any other associated Account to meet such transaction (and the Bank is not obliged to consider whether any funds are available in any other Account/s held by the Cardholder), if the transaction is in breach of any of these Terms and Conditions, or if the Card or the Account has been or is likely to be abused or if there is any other valid reason for doing so.

e. Where a merchant has sought authorisation from the Bank, the amount authorised will reduce the balance available on the Primary Account.

f. When any transaction, (i.e. a card payment or an ATM withdrawal) is made in a currency which is different from the Currency, the amounts will be converted into the Currency at the rates of exchange applicable at the time the transactions are cleared by the International Payment Company and all charges are for the Account Holder. Our exchange rates (shown against each transaction) are the wholesale rates applied by the International Payment Company (as applicable) on the date the transaction amounts are processed by the International Payment Company adjusted by a premium of 1.25%.

   You can find out the applicable exchange rate by accessing the Visa Foreign Exchange Calculator found on www.visaeurope.com. For transactions carried out within those countries regulated by the Payment Services Directive II, cardholders opting to carry out the transaction in a non-Euro currency will be advised of the conversion rate by SMS notification once the transaction is completed.

g. There will be no charge for cash withdrawals effected by means of the Card at any Branch or ATM of the Bank.

h. Cash withdrawals effected by means of the Visa debit Cards at any other bank or any other ATM network may be subject to a fee, as per Bank's Tariff of Charges prevailing at the time of the withdrawal.

i. If the Cardholder or the Supplementary Cardholder would like to be able to give the Bank instructions regarding the Account over the telephone the Bank will ask the Cardholder a number of questions based on information known to the Bank about the Cardholder and the transactions on the Account before the Bank accepts the Cardholder's instructions. The Bank may ask other questions to enable it to identify the Cardholder.

j. In the event that the Cardholder does not effect payment as agreed, or if the Cardholder is in default, or in the event of any transaction being in breach of these Terms and Conditions, the Bank may, debit any account held by the Cardholder with the Bank, with all or part of any amount due, interest and charges. This shall be without prejudice to the Bank's right to terminate the Agreement as referred to below.

k. As a fraud prevention measure and/or if your Account has been opened recently or in the event that circumstances arise which in the Bank's opinion cause or may cause a breach by you of the Terms and Conditions of the Card, the daily transaction and/or cash withdrawal limits may be changed by the Bank as it is deemed appropriate in the circumstances. Information about these limits may be obtained from any of the Bank's branches or by calling the Bank's Customer Service Centre on +356 2131 2020. If you want to modify the prevailing limits we may do so at our discretion but upon your own responsibility.

RETAILERS

a. We will have no liability for the refusal of a retailer or bank to accept the Card.

b. We cannot cancel a payment made using your Card once you have given consent to make the payment to a retailer or supplier or provided your PIN and/or Card/Security Details and enabled the processing of the payment. You will need to contact the retailer or supplier separately. This includes payments made on a regular basis (recurring transactions) from your Account, such as television or magazine subscriptions.

   i Visa Account Updater Service.

   - Your BOV Visa cards are automatically enrolled to the Visa Account Updater Service (VAU). This service is provided by Visa to facilitate uninterrupted processing of recurring charges you have authorised. Under the VAU service, we provide notice to Visa when your card number or expiration date change. If you have authorised a participating merchant to bill your Card for recurring payments, Visa notifies the merchant of your new Card number and expiration date. Card numbers are only supplied to merchants who participate in the VAU service. Since not all merchants participate in the VAU service, you should still notify each merchant when your Card number changes in order to permit recurring payments to continue to be charged to your account.

ii. Visa 'Click To Pay'

- By using your Bank of Valletta Visa card you consent to the processing of your personal data, including mobile number, email address and billing address. This data may be shared with Visa to enable "Click To Pay" for the purpose of facilitating and authenticating payments and will not be used for any other purpose. Should you wish to opt out, you may:
  - i access the 'BOV ebanking' application and unenrol your card from the 'Click To Pay' function, or
  - ii send a written request addressed to: Bank of Valletta, The Manager, Electronic Business Unit, BOV Centre, Triq Il Kanun, Central Business District Zone 4, Santa Venera CBD 4060

c. Without prejudice to your refund rights in (d) below, if, a retailer or supplier agrees to give a refund for a card transaction, we will make the refund when we receive an appropriate voucher or satisfactory confirmation from the retailer.

d. Refunds: You can ask us to refund a payment effected in connection with a Direct Debit Mandate or a subscription if all the following conditions are satisfied:

   i. the payment was made to a retailer or supplier in the EU or in Liechtenstein, Norway or Iceland (jointly 'EEA');
   ii. the authorisation you gave did not specify the exact amount to be paid;
   iii. the amount that has been requested was more than you could reasonably have expected to pay for the Direct Debit mandate or subscription, based on the circumstances, including your previous spending patterns; and
   iv. you request a refund within eight (8) weeks of the date the payment was made from your Account

e. We may ask you to provide information which is reasonably necessary to investigate whether or not you are entitled to the refund. In addition, you may also find it helpful to contact the person you paid using the Card. Within 10 working days of receiving your request (or of receiving further information we have asked for), we will either refund the payment or we will inform you of our reasons for refusing the refund.

f. If you query the payment made more than eight (8) weeks after it was taken from your account or the payment was made to a retailer or supplier outside the EEA, we are not obliged to make a refund ourselves but we will tell you if we can help or suggest other steps that you could take.

g. As part of our decision-making process and in an effort to minimize the misuse of cards, we may refer an authorisation request back to the retailer for further information. This may result in you being asked to produce further means of identification. This may also be affected on a random basis for fraud prevention purposes.

h. If you are in dispute with or have a claim against a retailer, supplier or bank over a transaction made with your Card, you must still pay us all sums unrelated to the dispute. We may give you time to resolve any claim or dispute but may still require payment in accordance with this agreement.

DEPOSITS THROUGH THE BANK'S ATM NETWORK

a. Deposits can be made to any account held with the Bank, including the Primary Account through the Bank's ATM network.

b. Cash (bank notes only, no coins) and/or local cheques (all signed at the back) may be deposited through the Bank's ATM network.

c. Cash paid in at an ATM: if the deposit is made to your own account, the amount will be credited to the account immediately, and the funds will be instantly available.

d. When a deposit of a Bank of Valletta p.l.c. cheque is made, the amount will be credited to the account indicated by you when the said cheque has been cleared by the Bank. Please refer to the General Terms and Conditions for further details.

e. When a deposit of a non-Bank of Valletta p.l.c. cheque is made, the amount will be credited to the account indicated by you when the said cheque has been paid by the relative bank. Please refer to the General Terms and Conditions for further details.

TRANSFER OF FUNDS THROUGH THE BANK'S ATM NETWORK

a. Transfer between own accounts (which are attached to a Card) held in your name:

   For the purposes of this part of these Terms and Conditions, a Business Day shall mean Monday to Friday, excluding Weekends, Public Holidays and Bank Holidays;
   Instructions received to effect a transfer between your own accounts will be effected straight away. Interest at the rate applicable to the relative account (whether debit or credit) will be calculated as from the same day.

   Where these instructions are received on a non-Business Day, the instructions will be deemed received on the next Business Day. We will take the money from your account on the next Business Day and it will reach the other account straight away on the said Business Day. Interest at the rate applicable to the relative account (whether debit or credit) will be calculated as from the said Business Day.

b. For transfers to your credit card account with the Bank, please refer to the terms and conditions regulating your credit card.

ATM MOBILE PHONE TOP-UP

a. The mobile phone number inputted by the Cardholder must have a mobile subscription with a local mobile phone operator. In case of difficulty, it is recommended that the Cardholder confirms with the mobile phone operator that the ATM Top-Up facility can be used in relation to that mobile phone number.

b. The Cardholder may effect topups up to the maximum credit top-up balance per mobile phone number allowed by the relative mobile phone operator from time to time.

c. If the Cardholder's top-up request has been processed, the top-up will be confirmed to the Cardholder by a receipt issued by the ATM. The receipt will also constitute a receipt for fiscal purposes. In the event that the Cardholder's top-up request has not been processed for any reason whatsoever, the Cardholder will be notified that the request has not been processed. The Cardholder is required to submit a new top-up request.

STATEMENTS AND INFORMATION ON INDIVIDUAL CARD TRANSACTIONS IN TERMS OF THE CENTRAL BANK OF MALTA DIRECTIVE NO.1 ON THE PROVISION AND USE OF PAYMENT SERVICES ("THE DIRECTIVE")

a. By default the Bank will send Cardholders annual statements of Account/s.

b. In addition, if you are a subscriber to the Bank's 24x7 Internet Banking service, information on individual Card transactions in terms of the Directive will be made available to you electronically. This information will be provided and updated real time. If you require this information on paper, a charge may apply as per Tariff of Charges.

c. If you are not a subscriber to the Bank's 24x7 Internet Banking service, a statement in terms of the Directive will be made available to you once annually. At any point in time you may request a statement at any of the Bank's branches or by calling the Bank's Customer Service Centre on +356 2131 2020. If you request this information more than once monthly, a charge may apply as per the Bank's Tariff of Charges.

d. Any charges for paper statements other than the information on individual payment transactions in terms of the Directive continue to apply as per the Bank's Tariff of Charges.

e. You are responsible for checking statements and the information on individual Card transactions in terms of the Directive (referred to above) (whether on paper or electronic) and to contact the Bank immediately if you consider that a transaction on your Account is unauthorised or in any manner incorrect.

JOINT ACCOUNTS

a. These Terms and Conditions apply and (unless otherwise stated) will continue to apply to a Card associated to a joint Account until the Bank receives notice of termination of the Agreement from any of the Account holders.

b. The Bank may issue a Card to any or more of the Account holders and the Account holder/s issued with such Card shall use the Card in accordance with these Terms and Conditions.

c. Each of you is jointly and individually responsible for any transaction effected by the Card and for complying with these Terms and Conditions.

d. By signing the application form for the Card, the Account holder/s give notice that when statements or other notices are sent in a physical format no more than one copy is required, and this may be sent to the person who is named first on the application form.

SERVICE

The Bank will endeavour to give a complete service at all times, however it shall not be liable to you and to any other person if it is unable to perform its obligations under this Agreement due to abnormal and unforeseeable circumstances outside the Bank's reasonable control, which would have been unavoidable despite all efforts to the contrary, for example delays or failures caused by problems with any machine, computer, telephone line, software, system or network, whether belonging to or licensed to the Bank or not, any industrial dispute and any other instances of 'force majeure'.

TERMINATION AND SUSPENSION

a. This Agreement is for an indefinite term. You however may terminate this Agreement at any time if you write to us and enclose the Card or if you are the Account Holder with a Supplementary Card, the Cards, cut in half. The Cardholder remains responsible until 45 days beyond the return of the Card for any transaction effected by the use of the Card.

b. We may terminate this agreement or cancel the Card at any time by giving you two months' notice in writing (as described in Clause 16. "Communication" hereunder) or such shorter notice period as may be allowed by law except where the Card or the Account has been or is likely to be misused or in the event of any other serious reason including breach or a possible breach by you of these Terms and Conditions, in which case, termination or cancellation will be immediate.

c. In addition, the Bank may, at any time, suspend the use of your Card for any objectively justified reasons including the security of your Card, the suspicion of unauthorised or fraudulent use of the Card or a breach or a possible breach by you of the Terms and Conditions. In such cases, where possible, the Bank will inform you beforehand of the suspension and the reasons for the suspension and at the latest immediately thereafter, unless giving such information would compromise objectively justified security reasons or is prohibited at law. The Bank will inform you by telephone or by any available or appropriate means. Reactivation of a Card or an Account which has been suspended by the Bank on account of a breach by yourself of these Terms and Conditions is subject to a charge as per Tariff of Charges.

d. Termination of this Agreement will not affect any rights or obligations of either of us including your liability to us existing at that time and upon termination we may require the immediate repayment of all amounts owed. Interest will continue to accrue on the balance outstanding until full repayment at the interest rates applicable for debit balances in relation to the Account as published by the Bank from time to time. Please refer to the Terms and Conditions of your Account and to the updated list of interest rates as published by the Bank at any of its branches, on its website *www.bov.com* and on its 24x7 Internet Banking system.

ALTERATIONS

We may vary these Terms and Conditions (including fees, commissions and charges) by giving you two months' notice in writing (as described in Clause 16. "Communication" hereunder) or such shorter notice period as may be allowed by law provided that:

a. you will be deemed to have accepted these amendments, unless you notify the Bank that you do not accept these amendments before their entry into force, in which case the Agreement shall be considered terminated. There is no charge for termination of the Agreement;

b. any interest rates can be changed without giving you notice if the change is to your advantage. The Bank will inform you about the change as soon as reasonably possible or by publishing the change in the local press or at the Bank's branches or on the Bank's website www.bov.com or through Internet Banking. Please refer to the terms and conditions regulating the relative Account as may be amended by the Bank from time to time; and

c. the Bank reserves the right to effect changes without notice if you are in breach of or are likely to breach any of these Terms and Conditions or are otherwise in default or in the event of a change in the law and/or a decision or recommendation of a court, regulator or similar body. The Bank will inform you about the change as soon as reasonably possible or if applicable, by publishing the change in the local press or at the Bank's branches or on the Bank's website *www.bov.com* or through Internet Banking.

ANNUAL CARD FEES

Card fees in accordance with the Tariff of Charges are charged upon issue of the Card and on each anniversary of issue date.

COMMUNICATION

a. Unless otherwise provided any notice required to be given under these Terms and Conditions shall be reasonable and any Card, PIN, statement, notice, communication or other document which is required to be given or served by the Bank under these Terms and Conditions shall be notified to the Account holder either, in writing by means of a letter, or by an alternative means which, with the exception of Card and PIN, may include electronic means such as sms or e-mail (whether through Internet Banking or otherwise) or where permitted, by publication in the press, at any of the Bank's branches or on the Bank's website www.bov.com. When mailed, any such document shall, be sent to the address provided by you in the relevant application form as the Cardholder's Address, or at any other address notified in writing by the Cardholder to the Bank, at the Cardholder's risk.

b. The Bank may, in the event of suspicion of breach of the security of your Card, or of unauthorised or fraudulent use of the Card, communicate with you by phone, e-mail, sms or any other means regarding specific transactions. You must therefore ensure that the contact details you provide are accurate and that you notify us promptly of any changes in such details. If you are in receipt of an sms notification pertaining to a specific transaction that is not authorised by you as Cardholder, you must inform the Bank immediately on +356 2144 0823 to enable the necessary action to be taken.

RIGHT TO RECEIVE THE TERMS AND CONDITIONS

During the duration of this Agreement, you may at any time request a copy of these Terms and Conditions or as they may be amended from time to time.

RIGHT OF WITHDRAWAL

You may withdraw from this product / service within fourteen (14) days from the date when this product / service becomes available for your use, without incurring any fees, by notifying the Bank in writing thereof (the "Withdrawal Notice"). If however, any transactions are effected by you during this 14 day period, any related fees / charges or foreign exchange loss will be borne by you. The Product Information Guide (and if applicable, the Fee Information Document) pertaining to this product / service will be emailed to the email address provided by you to the Bank. In the event that you do not have email or you prefer to receive a hardcopy of the Product Information Guide (and if applicable, the Fee Information Document), the Bank representative assisting you will give you a hardcopy of the document(s). The updated document(s) are also available for downloading anytime from the Bank's website www.bov.com.

DEPOSITOR COMPENSATION SCHEME

Pursuant to the Depositor Compensation Scheme Regulations (Legal Notice 385 of 2015) (the "Regulations"), as may be amended from time to time, the Bank is obliged to participate in, and contribute, to the Depositor Compensation Scheme (the "Compensation Scheme") set up in terms of the Regulations. The Compensation Scheme provides for the payment of compensation in respect of claims arising out of the Bank's inability to meet its obligations to depositors. Where you satisfy the definition of "depositor" under the Regulations, you may make a claim under the Compensation Scheme in terms of the Regulations.

Further information can be obtained from:

a. www.compensationschemes.org.mt,
b. by contacting Depositor Compensation Scheme, c/o Malta Financial Services Authority, Triq l-Imdina, Zone 1, Central Business District, Birkirkara CBD1010 – Malta, website: *www.mfsa.com.mt* Tel: +356 2144 1155; E-mail: info@compensationschemes.org.mt,
c. through the information sheet which can be viewed at *www.bov.com*
d. any BOV Branch,
e. by calling our Customer Service Centre on +356 2131 2020.

OTHER

a. We may from time to time make additional services or benefits available to you and any Supplementary Cardholder because you have one of our Cards. We will inform you about any additional charges and terms that may apply and about any changes in such services or benefits as may be effected by the Bank from time to time. Transactions carried out by your Card on behalf of third parties may, at the Bank's discretion, not be considered eligible for any additional services or benefits which may apply to the Card or to you as Cardholder.

b. We may transfer all or any of our rights under this Agreement. We may also transfer any of our obligations but only to any person or persons whom we reasonably consider capable of performing them.

c. We may on occasion:
   i. allow you extra time to comply with your obligations; or
   ii. decide not to exercise some of our rights; or
   iii. extend the period for which preferential terms may apply.

   However, if we do so, we can still insist later on the strict terms and conditions of this Agreement.

d. The Bank shall have the right to refuse any application for any card without giving reason thereof.

e. Queries or complaints regarding any transaction carried out with the Card should be discussed with the Bank's Customer Services representative at the branch where the card account is domiciled. You may lodge a complaint either by:
   i. Completing our digital Complaint Form available through: *https://www.bov.com/complaint-form; or;*
   ii. If you do not have access to our digital complaint form, you may write to us at the following address: Customer Resolutions Unit, Bank of Valletta p.l.c. BOV Centre, Triq il-Kanun, Zone 4 Central Business District Santa Venera. CBD4060

   In the event that you are still not satisfied with the Bank's reply or no agreement was reached with the Bank, you may refer the matter in writing to: 'The Office of the Arbiter for Financial Services, N/S in Regional Road, Msida, MSD1920, Malta'. Further information may be obtained through the official website: *www.financialarbiter.org.mt*; Freephone (local calls): 8007 2366 and Telephone: +356 2124 9245.

f. Eligible clients may direct their complaints directly to the Office of the Arbiter for Financial Services after dealing with the Bank, whereas non-eligible clients may direct their complaints directly to the Central Bank after dealing with the Bank before the Office of the Arbiter for Financial Services.

g. Unless otherwise agreed, the English language will be used for the purpose of interpreting the Agreement and for all communications in connection with the Agreement.

h. This Agreement shall be governed by and construed in accordance with Maltese Law and any dispute shall be subject to the non-exclusive jurisdiction of the Courts of Justice of Malta.