

1. ACCEPTANCE OF TERMS

This document is annexed to the BOV Card Acceptance Terms and Conditions found at <https://www.bov.com/content/acceptingcards> and the Merchant agreement – Commercial terms, hereafter referred to collectively as the General Terms, signed between Bank of Valletta p.l.c. (BOV) and the Merchant.

The purpose of this Annex is to outline specific terms and conditions related to the use of BOV MobilePOS technology for accepting electronic payments.

BOV MobilePOS ("App") refers to the mobile application or device that enables the user to accept payment card transactions using an android smartphone and/or tablet.

By downloading, installing, or using BOV MobilePOS, the Merchant agrees to be bound by these terms and conditions, and any other terms and conditions. If you do not agree with any part of these terms, please refrain from using the app.

2. USE OF THE APP

- BOV MobilePOS is intended for legitimate and lawful purposes only.
- You must not use the App for any illegal, fraudulent, or unauthorised activities.
- You are responsible for maintaining the security of your account credentials.

3. SOFTWARE PROVISION AND DEVICE OWNERSHIP

Software Provision:

- BOV shall provide the MobilePOS software application to the Merchant for the purpose of accepting payments.
- BOV shall ensure timely updates and maintenance of the App to enhance functionality and security.

Device Ownership:

- The Android device required for running the App shall be supplied and owned by the Merchant.
- The Merchant is responsible for procuring a compatible Android device that meets the specified technical requirements.
- BOV does not provide or supply Android devices to the Merchant.

Compatibility and Limitations:

- BOV makes all reasonable efforts to ensure maximum compatibility of the App with various Android devices.
- Due to the diverse Android ecosystem, BOV cannot guarantee compatibility with all Android devices.
- The Merchant acknowledges this limitation and agrees to verify compatibility before deploying the App on their chosen device.

Indemnification:

- The Merchant indemnifies BOV against any claims arising from device-related issues, including, but not limited to, incompatibility, performance, or security.
- The Merchant shall bear any costs associated with device troubleshooting, repair, or replacement.

4. PRIVACY AND DATA SECURITY

- We respect your privacy. Please refer to our **Privacy Policy** for details on how we collect, use, and protect your personal information.
- You agree not to interfere with the security features of the App or attempt unauthorised access.

5. INTELLECTUAL PROPERTY RIGHTS

- All intellectual property rights related to BOV MobilePOS (including but not limited to trademarks, copyrights, and patents) belong to BOV.
- You, or any other person appointed by you, may not reproduce, modify, distribute, or create derivative works based on the App without our explicit consent.
- The BOV MobilePOS application adheres to high-security standards, including compliance with the Payment Card Industry Data Security Standard (PCI DSS). It supports EMV-based contactless credit, debit, prepaid cards, and digital wallets.

6. LIMITATION OF LIABILITY

- We strive to provide a secure app, but we do not guarantee its uninterrupted operation or freedom from errors.
- We are not liable for any direct, indirect, incidental, or consequential damages arising from your use of the App.

7. USER CONDUCT

- You agree not to:
 - Violate any applicable laws or regulations.
 - Impersonate others or engage in fraudulent activities.

8. TERMINATION

- We reserve the right to terminate your access to BOV MobilePOS at any time by giving you two (2) months' notice in writing or such other shorter notice period as may be allowed by law, except where the use of such App has been or is likely to be misused or in the event of any other serious reason including breach or possible breach by you of these terms and conditions, including but not limited to the General Terms, in which case, termination, cancellation or suspension of the access will be immediate. Upon termination, you must cease using the App and delete it from your device.

9. GOVERNING LAW

- These terms and conditions are governed by the laws of Malta.
- Any disputes shall be resolved through arbitration or in the courts of Malta.

10. CHANGES TO TERMS

- These T&Cs, provided here for reference, can be found at <https://www.bov.com/content/acceptingcards>. We may update these terms periodically. By continuing to use the App, you accept any revised terms.