

BOV 24x7 Services

Important Information and Terms and Conditions of Use

This Important Information and these Terms and Conditions of Use relate to how you use our Alternative Delivery Channels. You should also refer to the Important Information and the Terms and Conditions of Use of our web-site (“Site”), which are also applicable.

Note that Bank of Valletta p.l.c. products and services may be subject to separate terms and conditions that govern their use.

Read the following Important Information and Terms and Conditions carefully.

References to **“you”** or **“your”** are references to any person, whether legal or natural, using the Channels.

References to **“we”**, **“us”**, **“our”** or the **“Bank”** are references to Bank of Valletta p.l.c. and each of our subsidiaries and associated companies.

References to **“Channels”** are references to our Alternative Delivery Channels including in the BOV 24x7 Services range, namely Internet Banking, Telephone Banking, Mobile Banking, and Customer Service Centre.

References to **“Account”** or **“Accounts”** are references to any account(s) held by us in your name or in the name of other persons or entities connected to you as may be advised by you to us from time to time.

References to **“Tariff of Charges”** shall mean the tariff of charges issued by the Bank from time to time in relation to Bank products and services and which is available at the branches of the Bank, on the website <http://www.bov.com/> or by calling the Bank’s Customer Service Centre on (356) 2131 2020.

Company Information

The Bank is a public limited company registered at the Registry of Companies in Malta with registration no. C2833 and registered office at 58, Triq San Żakkarija, Il-Belt Valletta, VLT1130, Malta, website: <https://www.bov.com>. The Bank’s main business is the provision of banking and investment services and it is licensed and regulated by the Malta Financial Services Authority, Triq l-Imdina, Birkirkara, BKR3000, Malta, website: <http://www.mfsa.com.mt>.

The Bank’s principal place of business is BOV Centre, Triq il-Kanun, Zone 4, Central Business District, Santa Venera, CBD 4060, Malta, contact details: Telephone: (356) 2131 2020, Facsimile: (356) 2275 3730 and this is also the contact address for the purpose of your 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.

Channel Terms

This Important Information and these Terms and Conditions (together the “Agreement”) govern your use of the Channels and by using the Channels you agree to be bound by them. In this respect, you agree to make proper use of the Channels and of each function of the Channels. In addition, each function of the Channels may be subject to specific terms and conditions and by using the relative functionality you agree to be bound by them.

These Alternative Delivery Channels are for the sole use of authorised Bank of Valletta p.l.c. customers. All activities are monitored and recorded. Unauthorised use of any of these Alternative Delivery Channels could lead to legal action being taken by the Bank.

Furthermore, unless otherwise notified to you from time to time, financial transactions are subject to limits as identified on <https://www.bov.com/content/24x7-limits>, depending on the Channel from which they are initiated.

Unless otherwise agreed, use of the Channels requires that you have an Account with us and that you have entered into an agreement with us for the use of the Channels by virtue of an application and acceptance thereof in writing by us. On every application for use of the Channels, you will be required to designate (i) an Account as your Charging Account from which will be debited the subscription fee, if any, the fee for the use of the BOV Securekey (the ‘Hardware Token’) and /or BOV Mobile Authentication Software, service fees, commissions and charges related to any non-financial transaction; and (ii) a System Administrator and other users, if any, (the latter only being applicable to specific package offerings that enable the appointment of such users). You may also choose to appoint the Bank as System Administrator (this too only being applicable to specific package offerings that enable the appointment of other users).

Should you opt to send or receive BOV Mobile to Mobile Payments, you will need to set an Account which will be your BOV Mobile to Mobile Payments Account (the "BOV Mobile to Mobile Payments Account") from and to which BOV Mobile to Mobile Payments are effected.

Variation of Agreement

We may vary this Agreement (including fees, commissions and charges) by giving you two (2) months" notice in writing 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 your agreement with the Bank shall be considered terminated. There is no charge for termination of the Agreement;
- b. 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 <http://www.bov.com> or through Internet Banking.

Copyright and Trademarks

The entire content of the Channels is subject to copyright with all rights reserved and the information held is for your personal use only. You may not download, copy, transmit, convert, transcribe, decode, reproduce or modify the content of the Channels (all or in part) without our prior permission. However, you may print out part or all of the content of the Channels for your own personal use.

The display of trademarks in the pages of the Channels does not imply that a licence of any kind has been granted.

Third Party Information Products and Services

The Channels may contain some material provided by third parties and we do not necessarily agree with the content of such material. In addition, we accept no responsibility or liability for the accuracy of such material.

No Offer or Advice

Nothing in the Channels 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 the Channels 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.

Liability

We will endeavour to give a complete service at all times. However, to the fullest extent permitted by law, and except to the extent that loss or damage is caused directly by our gross negligence or willful misconduct and subject to the following paragraph and to the clauses under the heading Security Notice below, we shall not be liable to you for any loss or damage that you may suffer as a result of your use of the Channels. In particular, but without limiting the generality of the foregoing, we will not be liable for the delay in performing or failure to perform our obligations hereunder if the delay or failure results from: (i) abnormal or unforeseeable events or circumstances outside our reasonable control which would have been unavoidable despite all efforts to the contrary, for example delays or failures caused by industrial actions, problems with another system network, mechanical breakdown or data processing failures or any other instances of force majeure; (ii) due to our obligations to comply with any applicable law or regulations.

We shall not be liable for any direct or indirect loss of profit, goodwill, business or anticipated savings nor for any indirect or consequential loss or damage.

We shall not be liable for any losses resulting from third party services, equipment, software, hardware or any other component, outside our reasonable control (including, but not limited to, fixed line/mobile telephony and Internet-based services and equipment, other service providers" services and equipment, software, browsers and computer components and systems and third party web sites, whether or not you access such web sites through the Site or the Channels), whether such services, equipment, software, hardware or any other component are used by you to access and/or use the Site or the Channels or used by us in order to comply with your instructions.

We reserve the right to modify, suspend or discontinue, temporarily or permanently, the use of the Channels or any part thereof, with or without notice, during downtime (i.e. during such times, whether scheduled or unscheduled, when our systems, whether in whole or in part, are shut down for maintenance purposes). You agree that we shall not be liable to you or to any third party for any such modification, suspension or discontinuance of the use of the Channels or any part thereof.

Indemnity

You shall hold us harmless from any loss or damage suffered by any person as a result of your breach of any of these Terms and Conditions or of your improper use of the Channels or of any function of the Channels.

Charges

You agree to pay the subscription fee and replacement of the BOV Securekey, if any, as per Bank's tariff of charges, which is available on the Bank's web site (<https://www.bov.com>).

In addition, you agree to pay any service fees, commissions and charges for use of the Channels including, but not limited to, for the use of the Software Token (which is currently free of charge), and any functionality thereof and for any other of our products or services. Such fees, commissions and charges are detailed in our Tariff of Charges. We are entitled to collect and debit the service fees, commissions and charges from your Account.

For an updated list of the Bank's charges please refer to the Tariff of Charges.

In addition, in order to make use of any one or more of the Channels, you may need to make use of services provided by third parties, such as internet connectivity, including mobile data and Wi-Fi, and pay any fees charged by such third parties.

Confidentiality and Data Protection

If you obtain unauthorised access to any programs, data or other information which belong to us or our agent/s, you agree to treat such programs, data and information as confidential and agree not to disclose or make use of any of them (or any part of them) and will notify us immediately by contacting us at our Customer Service Centre.

The Bank's privacy notice, which tells you what to expect us to do with the personal information you are providing by means of this form, is available online at <https://www.bov.com/content/privacy>.

The Bank may periodically request you to re-confirm your data, you should inform the Bank immediately if such data has changed.

Queries or Complaints

Queries or complaints regarding any transaction carried out through the Channels should be discussed with the Bank's Customer Services representative or with a branch representative.

You may lodge a complaint either by:

- phoning the Bank's Customer Service Centre on 2131 2020; or
- writing to The Manager, Customer Issues, Bank of Valletta p.l.c. 4th Floor, 45 Triq ir-Repubblika, Il-Belt Valletta, VLT 1113 – Malta; or
- completing a Bank's complaint form available in electronic format on our website – <https://www.bov.com> via 'Get in Touch'.

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, First Floor, Pjazza San Kalcidonju, Floriana FRN 1530 - Malta'.

Further information may be obtained through the official website: www.financialarbiter.org.mt; Freephone (local calls): 8007 2366 and Telephone: 2124 9245

Any instructions to us

All payments, instructions, orders, applications, agreements, other declarations of intent and messages submitted by you through the Channels, after entering your BOV Securekey security number or numbers ("Security Number/s"), or input your BOV Mobile PIN ("BOV Mobile PIN"), or input your biometric data, are deemed as binding on you.

Unless otherwise agreed, the Security Number/s may be generated by the BOV Securekey, (which is the security device provided by us to you), or may be provided to you directly by us in the form of a Personal Identification Number, if

circumstances so warrant.

You authorise us to act on any instruction that we receive through the Channels which has been, or reasonably appears to have been, sent by you and which, where applicable, has been sent using your Security Number/s or BOV Mobile PIN or biometric data.

You declare and confirm that any information given by you to us is true and correct and you are responsible for the authenticity of the information given. We are not obliged to take any further steps to correct, supplement, confirm or authenticate the instruction nor to reverse or adjust any transaction or other action carried out as a result of an instruction sent using your Security Number/s or BOV Mobile PIN or biometric data. You will be liable for any transactions that we carry out as a result of an instruction sent using your Security Number/s or BOV Mobile PIN or biometric data. We are not to be held liable if the execution of the instruction, due to information submitted incorrectly by you, is delayed, carried out incorrectly or not carried out. In addition, we shall have the right to interrupt the processing of an instruction in order to obtain any necessary additional information.

Payment instructions are also based on the terms and conditions regulating the Account(s), including where applicable, the information supplied to you in accordance with the Bank's obligations under the Central Bank of Malta Directive No.1 on the Provision and Use of Payment Services (the "Directive"). The terms and conditions regulating the Account(s) and the information supplied in terms of the Directive are available at any of the Bank's branches or on the Bank's website: <https://www.bov.com> on Internet Banking or by calling the Bank's Customer Service Centre.

You must give an account of the origin of the money if requested to do so.

When submitting a payment, we are not under any obligation to control the purpose of the payment.

You are responsible for having the required available funds on deposit in your Account at the moment of the debiting to meet the payment instruction and all relative charges.

If the Account to be debited does not contain the required available funds for executing the payment (including all relative charges), the Account has been closed, or the use of the Account is otherwise prevented, we are not obliged to execute the payment or even a part of it.

Refusal or termination of instructions

Your instructions to effect a payment may be refused or terminated by us for a valid reason, including:

- a. if you do not have available funds to make the payment or you have exceeded a limit we have applied to your Account or card; or
- b. the payment instruction is invalid, not clear or you have not provided us with the correct details and information; or
- c. there is a legal requirement or court or other authority that tells us to act that way; or
- d. the payment seems unusual compared with the way you normally use your Account; or
- e. we reasonably believe you or someone else has used or is using or obtaining, or may use or obtain a service or money illegally or fraudulently; or
- f. for any other reason which may be separately set out in this Information or in any other Terms and Conditions regulating the Account or any other Bank product or service.

In such case, we shall have no liability to you if you suffer loss as a result of our refusal or termination in these circumstances and, in addition, you shall be liable for the damages caused by us, if any.

Unless the law prevents us from doing so, we will try to contact you by telephone or through any other available and appropriate means to tell you that we are refusing to act on your payment instruction or that we are terminating your instruction, including where possible the reasons for the refusal or the termination. We will do this at the earliest opportunity but in any case by the time the payment should have reached the bank you asked us to make the payment to.

Returns

Your payment may be returned to us by the bank you asked us to make payment to.

Unless the law prevents us from doing so, we shall notify you of a return, including where possible, the reasons for the return at the earliest opportunity and we shall endeavour to contact you by telephone or through any other available and appropriate means.

In terms of the Bank's Tariff of Charges, a charge may be due in case of such a notification and you may also be liable for any third party bank charges, if applicable.

Unless you instruct us otherwise or unless the law prevents us from doing so, we will credit the amount of the returned funds, less our charges and any third party bank charges, if applicable, to the Account which had been debited. Where applicable, in case a currency conversion is required, you may also be liable for any exchange rate differences.

Cancelling or changing a payment instruction

If you ask us to make a payment immediately, we cannot change it or cancel the payment instruction because we start processing it when we receive it. You can cancel a direct debit standing order and any other payment which you asked us to make on a future date as long as you tell us by the end of our office business hours of the Business Day before the payment is due to be made. For the purpose of this clause, Business Day shall mean Monday to Friday excluding Public Holidays and Bank Holidays.

If you ask us to cancel a payment instruction, we may charge you our costs, for trying to cancel it, whether or not we succeed, in accordance with the Bank's Tariff of Charges. There may also be third party bank charges, in which case, these will also be charged by us.

Charges in relation to payments inwards or outwards

Apart from any other charges mentioned in this Agreement or in the Terms and Conditions of your Account, the following charges can be applied by the Bank in relation to payments inwards or outwards in accordance with the Bank's Tariff of Charges:

- If you would like to effect a Priority Payment, that is a payment which reaches the beneficiary on the same day that your instructions are processed.
- If your instructions to effect a payment are Non-Automated, that is you instruct them to us in a non-electronic format, e.g. by completing the Bank's payment order form or by sending instructions through e-mail or fax (where applicable).
- If the payment you request or receive requires manual intervention on the part of the Bank and is therefore considered as being a Non-Straight Through Processing payment e.g. where you do not provide the Bank with the correct BIC, IBAN and/or routing number (as and if applicable).
- If you ask us to enquire why a payment you instructed has not reached the intended beneficiary or any other enquiry regarding payments instructed by you.

You may also be liable for any additional out of pocket expenses (such as third party bank charges) incurred by the Bank in relation to your payment instructions or any of the situations described in this part.

Moreover, in all cases of transfers, unless otherwise agreed, if the Account to be debited is a credit card account, the transfer shall be subject to the charge, if any, applicable for cash advances (please refer to the terms and conditions of your credit card).

Exchange Rates

When payments to or from your Account are in a currency which is different from that of the Account, the Bank will apply the Bank's standard official spot buying or selling rate at the time the payment is processed by the Bank.

Changes in the exchange rates are applied immediately and without notice.

For a list of exchange rates, please contact any of the Bank's branches or refer to the Bank's website: <https://www.bov.com/> or the Bank's 24x7 Internet Banking or contact the Bank's Customer Service Centre on (356) 2131 2020.

The Bank reserves the right to suspend all or any functionality which requires the use of an exchange rate if there are valid reasons for doing so, including but not limited to during a volatile market.

Security Notice

Whilst we have undertaken every reasonable precaution to ensure that our systems are as secure as possible, we cannot guarantee the privacy or confidentiality of any information passing over the Channels and we therefore cannot accept any responsibility for the unauthorised access by a third party and/or the corruption of data being sent by individuals to our offices. In view of this, you accept that electronic and other transmissions passing over the Channels may not be free from interference by outside parties and may, therefore, not remain confidential.

Unless otherwise agreed, we provide the System Administrator and each of the other users appointed either by us on your instructions or by the System Administrator, if any, with a BOV Securekey which is accessed by means of a personal identification number ("BOV Securekey PIN").

Unless otherwise agreed, we provide the System Administrator and each of the other users appointed either by us on your instructions or by the System Administrator, if any, with access to the BOV Mobile Authentication Software, which is downloadable on a mobile device, and will allow access to BOV Mobile to Mobile Payment and/or BOV Mobile Banking by means of the BOV Mobile PIN. To access BOV Mobile Banking, together with the BOV Mobile PIN, one also needs the BOV 24x7 User ID.

The BOV Securekey belongs to us and you will be required to return it to us immediately it is no longer required. However, you will be given the sole and exclusive use of the BOV Securekey and loss or damage thereto is your sole and exclusive responsibility. Furthermore, it is your responsibility to collect the BOV Securekey belonging to the System Administrator or other users who are no longer authorised to use the Channels on your behalf and such BOV Securekey can be reused for the new System Administrator and other users, if any, provided that we are given prior written notice.

The BOV Mobile Application, which you will need to download on your mobile device as part of the process in order to make use of BOV Mobile to Mobile Payment and/or BOV Mobile Banking, (the "BOV Mobile Application") and its individual components, including the BOV Mobile Authentication Software, belongs to us or is licensed to us and you will be required to inform us immediately should it, or the particular mobile device or mobile number, are no longer required. However, you will be given the sole and exclusive use of the BOV Mobile Application and loss or damage thereto (including compromise thereof) is your sole and exclusive responsibility. Furthermore, it is your responsibility to notify us immediately should the System Administrator or other users authorised to use the Channels on your behalf, no longer be authorised to use the Channels on your behalf and/or intend to refrain from using the particular mobile device or mobile number or BOV Mobile Application or the BOV Mobile Authentication Software.

We reserve the right to levy a charge, as per Bank's Tariff of Charges, for the issue and/or replacement and/or use of any BOV Securekey and/or BOV Mobile Authentication Software.

You must take all the reasonable precautions to prevent the loss, theft or fraudulent use of the BOV Securekey, the Security Number/s, the BOV Securekey PIN, and/or the BOV Mobile Application, the BOV Mobile Authentication Software, biometric data, the BOV Mobile PIN, as applicable. You undertake not to record your BOV Securekey PIN and/or BOV Mobile PIN in any easily recognizable form and to keep said PINs separate from the BOV Securekey and/or the mobile device. You must make every effort to prevent the BOV Securekey, the Security Number/s, the BOV Securekey PIN and/or the BOV Mobile Application, the BOV Mobile Authentication Software the BOV Mobile PIN, as applicable, from falling into the hands, or coming to the knowledge, of any third party.

If the security of the BOV Securekey and/or the BOV Mobile Application, and/or the BOV Mobile Authentication Software has been in any manner compromised or if the BOV Securekey PIN and/or the Security Number/s and/or the BOV Mobile Application and/or the BOV Mobile Authentication Software and/or the BOV Mobile PIN, as applicable, have fallen into the hands of or become known to, a third party, or if you have reason to suspect this, either because of the recording on your Account of any unauthorised transaction or for any other reason, you undertake to notify us immediately (and in any event, no later than thirteen (13) months after the debit date of any unauthorised transaction), in order to prevent unauthorised use of the Channels.

Notification under this Agreement should be made to Bank of Valletta p.l.c., Customer Service Centre. Contact Details: Telephone: (356) 2131 2020, Facsimile: (356) 2275 3730, which number is available on a 24-hour basis. We require any notification to be confirmed in writing.

Subject to the above and the following 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 and that you are not liable, the Bank will pay back to the 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 the Bank would have paid you on that amount, over the amount of fifty Euros (€50). Thereafter, we will not have any further liability to you.

You will however be unlimitedly responsible for all transactions carried out via the Channels prior to notification to us in terms of this clause if you have:-

- A. not used your BOV Securekey and/or the BOV Mobile Application and/or the BOV Mobile Authentication Software in accordance with this Important Information and Terms and Conditions of Use; in particular, if you do not take all reasonable steps to keep safe your BOV Securekey and Security Number/s and the BOV Securekey PIN and/or your BOV Mobile Application, and BOV Mobile Authentication Software and BOV Mobile PIN, and biometric data, as applicable;
- B. not notified us immediately on becoming aware of:
 - the loss or theft of the BOV Securekey or the Security Number/s or the BOV Securekey PIN and/or the BOV Mobile Application, or the BOV Mobile Authentication Software, or the BOV Mobile PIN, as applicable,
 - the recording on your Account of any unauthorised transaction,
 - any error or other irregularity in the maintaining of your Account by us; or
 - having any suspicions that the BOV Securekey PIN or Security Number/s and/or the BOV Mobile PIN and/or

biometric data, as applicable, are known by any unauthorised third party;

- C. recorded the BOV Securekey PIN or Security Number/s and/or the BOV Mobile PIN as applicable in any easily recognisable form, in particular on the BOV Securekey and/or the mobile device or on any item which you keep or carry with the BOV Securekey and/or the mobile device;
- D. acted in any other way with gross negligence or fraudulently.

After notification to us, you will not be liable for any transactions carried out with your lost, stolen or misappropriated BOV Securekey, and/or BOV Mobile banking application, and/or Software Token, and/or BOV Securekey PIN, and/or Security Number/s, and/or BOV signatures available through BOV Mobile, and/or the BOV Mobile PIN, and/or biometric data as applicable. This does not however apply where you have acted fraudulently.

We require information and your assistance to help us to recover the BOV Securekey and/or the BOV Mobile banking application, and/or the Software Token. You are therefore to co-operate with us and with the police in our efforts to recover the BOV Securekey and/or the BOV Mobile banking application, and/or the Software Token, and to investigate any unauthorised transactions you report. If you are asked to report such transactions to the police, this must be done as soon as possible.

Should you retrieve the BOV Securekey and/or the BOV Mobile banking application, and/or the Software Token after you have reported it lost or stolen, you must not use it but forward it to us.

Transactions on behalf of corporate or joint customers

Corporate or joint customers acknowledge, that a person (whether the System Administrator, other users appointed by us on the instructions of such corporate or joint customers or by the System Administrator, if any, or any authorised or unauthorised third party) who provides the BOV Securekey PIN or the Security Number/s and/or the BOV Mobile PIN and/or biometric data, as applicable, of a corporate customer or joint customers when using the Channels shall always be entitled to use the Channels (as if it were you who is using the Channels), even though we had not been separately notified of this. Furthermore, you understand and accept that corporate customers are responsible, and joint customers are jointly and severally responsible, for all transactions carried out by the person providing the BOV Securekey PIN or the Security Number/s or the BOV Mobile PIN or biometric data, as applicable.

You must observe any user instructions that we may notify you of from time to time. In future, the user instructions may change. If this happens, we will inform you accordingly, as stated herein, and you must observe any new user instructions that we inform you about.

Overdrawn balances

You agree not to use the Channels in any way that would create unauthorised borrowing on any of your Accounts. You may only incur borrowing with our prior written consent. If you do create unauthorised borrowing, we may debit any interest and charges payable. We will not be obliged to act on any withdrawal instruction from you if sufficient funds, including overdraft lines of credit, are not available in the Account designated. We reserve the right to apply charges when Accounts are overdrawn without our prior authorisation, as per Tariff of Charges.

Equipment Specification

You will be responsible for the supply and maintenance of your computer system, telephones, whether mobile or fixed, and any other equipment and for ensuring their compatibility with our equipment and the equipment of any third party service provider at all times.

Communications

Telephone calls and other communications with us may be monitored/recorded to maintain and improve our Channels and for security, audit or training purposes. Furthermore, in the event of any dispute arising in relation to any instructions or alleged instructions, the record so kept by us shall be prima facie proof of such instructions or alleged instructions for the purpose of determining such dispute.

Unless otherwise provided, you agree that any notices to you in connection with these Terms and Conditions and/or this Information will be notified to you in writing including by using messages on or with your statements as well as by electronic means such as SMS or email, whether through the Bank's 24x7 Internet Banking or otherwise.

You agree that you will not attempt to circumvent receiving any messages. You are deemed to have received any electronic messages sent to you when they are made available to you.

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

Severance

Each of the provisions of these Terms and Conditions is severable from the others, and if at any time any one or more of such provisions, not being of a fundamental nature, is or becomes illegal, invalid or unenforceable, the validity, legality and enforceability of the remaining provisions of these Terms and Conditions shall not in any way be affected or impaired.

Waiver

No time or indulgence which we may extend to you nor any waiver by us of any breach by you of any provision of these Terms and Conditions shall affect our rights and powers hereunder.

Contacting Us about the Channels

If you have any questions or comments about the Channels or this Important Information or these Terms and Conditions, please contact us at the Customer Service Centre.

Right to receive the Important Information and Terms and Conditions

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

Termination

This Agreement is for an indefinite term. However, we may terminate this agreement or cancel or suspend the use of the Channels 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 Channels or the Account have been or are 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, in which case, termination, cancellation or suspension will be immediate.

In addition, the Bank may, at any time suspend the use of the Channels for any objectively justified reasons including, without prejudice to the generality of the foregoing, your security and that of the Channels, the suspicion of unauthorised or fraudulent use of the Channels, 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 Channel which has been suspended by the Bank on account of a breach by you of these Terms and Conditions is subject to a charge as per Tariff of Charges.

You may terminate your access to or use of the Channels at any time by giving us written notice thereof.

Termination of this Agreement will not affect any rights or obligations of either of us. Upon termination, you will be required to immediately pay to us any outstanding fees or charges due.

In addition, unless otherwise agreed, on termination of access to or use of the Channels, for any reason, any and all instructions made by you through the Channels, save for the following, shall be automatically terminated and shall not be executed by us. The instructions which shall not be automatically terminated and which shall be executed by us are:

- Buy or Sell Securities
- Change card details
- Change in contact details
- Increase credit card limit
- Link accounts to debit card
- Manage my term accounts
- Order bank draft
- Order cheque images
- Order foreign cash
- Order official bank statement
- Request card pin
- Set up a Standing Order

[Switch between funds](#)
[Upload file - encrypted](#)
[Upload file - unencrypted](#)
[View or modify my investment orders](#)

Furthermore, unless otherwise agreed, if you cease to have an Account with us, for any reason, any and all instructions made by you through the Channels and the use by yourself of the Channels shall be automatically terminated and shall not be executed by us.

Information on payment transactions in terms of the Central Bank of Malta Directive No. 1 on the Provision and Use of Payment Services (the "Directive")

Information on individual payment transactions in terms of the Directive will be provided 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 Bank's Tariff of Charges.

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

Please note that the purpose of the information on individual payment transactions is primarily to enable you to identify the transactions on your Account. Where a transaction is described as "**Cash**", this may refer to withdrawals in cash as well as to other transactions carried out with such withdrawals such as opening of any account or the transfer of funds from the Account to any other account.

Governing Law

Maltese law governs this Important Information and these Terms and Conditions and all the information appearing on the Channels is provided in accordance with and subject to Maltese law. Accordingly, by browsing or using the Channels you have accepted Maltese law as the law governing the conduct and operation and use of the Channels.

The Courts of Malta shall have non-exclusive jurisdiction over all claims or disputes arising in relation to, out of or in connection with the Channels and their use and this Important Information and these Terms and Conditions.

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