

BOV MasterCard Prepaid Card Terms and Conditions

These Terms and Conditions govern the use of the Bank of Valletta MasterCard Prepaid Card. Please read them carefully.

Definitions

- a. 'Bank' means Bank of Valletta p.l.c., 58, Zachary Street, Valletta, VLT1130, Malta, Registration Number C 2833.
- b. 'Card' means your Bank of Valletta MasterCard Prepaid Card, which is the Bank's property.
- c. 'Prepaid Card Scheme' means the Bank's Prepaid Card Scheme.
- d. 'Tariff of Charges' means the Bank's tariff of charges published by the Bank from time to time and available upon request.
- e. 'Website' means our website, that is, www.bov.com.
- f. 'You' means the authorised user of the Prepaid Card.

1. Your BOV MasterCard Prepaid Card

You can use the Card at any location that displays the MasterCard acceptance mark, including shops, restaurants, over the internet, on the telephone or for any other purpose that the Bank allows from time to time, both locally and overseas.

The Bank strongly recommends the use of 'secure payment' sites and software when using the card over the internet. The Card may only be used to pay for goods or services or for any other purpose the Bank allows from time to time, and must not be used for any illegal purposes. The Card cannot be used for cash advance or ATM transactions.

Your Card is loaded with a fixed balance as indicated on the Card, and cannot be reloaded. The value of the Card can be used for various purchases, without any limit except as stated herein, until the full value of the Card is exhausted and/or until the expiry date indicated on the Card.

You must sign the Prepaid Card upon receipt. The Card may only be used:

- i. by you;
- ii. during the validity period printed on the Card; and
- iii. in accordance with these Terms and Conditions

Your Card is not a credit card and is not in any way connected to your bank account. You will not earn any interest on the funds available on your Card.

You must not interfere with any magnetic stripe or integrated circuit (chip) in the Card. Furthermore, you are not to disclose the Card Number (which is printed on the Card itself) except when properly using the Card and you are to comply with any other instruction which the Bank may issue regarding the safekeeping of the Card and the Card Number.

Please note that the Card qualifies as a low value payment instrument, use of which is made on an anonymous basis, in terms of Directive 1, issued by the Central Bank of Malta, pursuant to the Central Bank of Malta Act (Chapter 204 of the Laws of Malta). Consequently, your rights hereunder may be more limited, than in the case of other payment instruments.

2. Using your Card

Use of the Card may be:

- i. accompanied by a sales voucher or order form signed by you showing the Card Number (among other things); or
- ii. carried out over the telephone quoting the Card Number and other details; or
- iii. through the internet or other electronic media (including interactive television) quoting the Card Number and other details.

The value of your transactions and any applicable fees will be deducted from the balance on your Card upon transaction settlement. If sufficient funds are not available on your Card at the time of a transaction to cover the amount of the transaction, it will be declined.

You can check your balance on the Card by calling our 24 hour help line on (356) 2275 5555 and quoting your Card Number, or by inserting your Card in any BOV ATM.

3. Exchange rates

If you use your Card to make a payment in a currency other than the Euro, as may be applicable, the amounts will be converted into Euro at the rates of exchange applicable at the time the transactions are cleared by the International Payment Company and all charges shall be borne by you.

The exchange rates 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 calling us on +356 2131 2020.

4. Expiry of your Card

Your Card shall expire when its value is exhausted or on the expiry date indicated on the card. When the balance on your Card is exhausted or the Card has expired it must be destroyed by cutting it in half through the signature panel box and magnetic stripe and disposed of. Any remaining balance in the Card upon its expiry date will be forfeited.

5. Keeping your Card Secure

You should take all reasonable precautions to prevent the loss, theft or unauthorised use of the Card.

In particular, you are to ensure that you keep your Card Number secure, since any person who has knowledge thereof may use the Card without any restriction.

Please note that in the case of loss, theft or unauthorised use of the Card, the Bank is unable to block or otherwise prevent use of the Card, and consequently, the Bank shall in no way bear any liability towards you as a result of such loss, theft or unauthorised use of the Card.

Consequently:

- i. since your Card is almost equivalent to cash, if it is lost or stolen, you will lose the balance on your Card;
- ii. you shall bear all liability in the event of loss, theft or unauthorised use of the Card.

6. Refunds

Refund transactions may not be effected on the Card, nor may any transactions on the Card be reversed.

7. Our Liability

The Bank will have no liability for the refusal of a merchant or any bank to accept the Card.

In addition, notwithstanding the above, the Bank shall have the right to refuse authorisation for any Card transaction or for any valid reason, including if there are not enough funds in the Card to meet such transaction, if the transaction is in breach of any of these Terms and Conditions, or if the Card has been or is likely to be abused or if there is any other valid reason for doing so.

Unless otherwise required by law, no liability will be accepted for any direct or indirect loss or damage you may suffer as a result of your total or partial use or inability to use your Card, or the use of your Card by any third party.

8. Changes to these Terms and Conditions

The Bank may vary these Terms and Conditions (including fees, commissions and charges) at its discretion. The latest version of these Terms and Conditions will always be available for you to view on the Bank's Website (www.bov.com) or at any one of the Bank's branches. You may also request a copy thereof by calling the Bank's Customer Service Centre on +356 2131 2020.

9. The Fees

The following fees apply:

DESCRIPTION	€	DESCRIPTION	€
Monthly Processing Fee (charged monthly after 6 months of inactivity*)	2.00	ATM Balance Enquiry	Free
Telephone Balance Enquiry	Free	Gift Packaging (if applicable)	1.50
Chargeback Fee	5.00		

*Activity on the account is when an authorised transaction is presented for payment and debited to the account. Authorisations for amounts that are not subsequently debited to the Card account do not constitute 'activity'.

Should there be an increase in the fees or any new fees be imposed, we will give you reasonable notice as described in Clause 8 above.

10. Disputes with Retailers

Any disputes about the quality of the purchases made using your Card should be settled directly with the retailer you bought the goods or services from. We are not responsible for the quality, safety, legality or any other aspect of any goods or services purchased with your Card. You cannot 'stop' a payment made by the use of the Card, except if the amount was not determined when the order was given.

11. Data Protection

The Bank will process your personal data and any other data which you subsequently give to the Bank in any manner, for the following purposes, namely:

- i. to provide its products and services;
- ii. for internal assessment and analysis;
- iii. for the detection and prevention of fraud and other criminal activity which the Bank is bound to report;
- iv. to develop and improve the Bank's products and services;
- v. for direct marketing, such as to inform you, by mail, telephone, fax, e-mail or other electronic means, about other products and services supplied by the Bank, its subsidiaries, associates, agents and by other carefully selected third parties, and for research purposes.

Your personal data may be disclosed to or exchanged with all employees of the Bank, its subsidiaries, associates and agents, including third parties entrusted with handling bulk mail, for the above purposes only.

You have the right to request the Bank to inform you about the personal data held about you that is processed and to request its correction where necessary. Furthermore, please inform us in writing if you do not wish that we process your personal data for the purpose of direct marketing.

12. Waiver

The Bank may on occasion:

- i. decide not to exercise some of its rights;
- ii. extend the period for which preferential terms may apply.

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

13. Complaints

If you have a complaint regarding these terms and conditions, you should discuss the complaint with the Bank's Customer Services representative or the Manager of the Branch where your account is domiciled. If this is not convenient or if you are still not satisfied, you may lodge a complaint either by phoning the Bank's Customer Service Centre on +356 2131 2020 or by writing to The Head, Management Services, Bank of Valletta p.l.c. Wignacourt Centre, St. Joseph High Street, Sta Venera, SVR 1011 - Malta or on the following e-mail address csc@bov.com.

If you are still not satisfied with the Bank's reply or no agreement has been reached with the Bank, you may also direct your complaint to the Consumer Complaints Manager at the Malta Financial Services Authority by writing to the Consumer Complaints Manager, Malta Financial Services Authority, Notabile Road, Attard BKR3000 Malta or via e-mail consumerinfo@mfsa.com.mt. You may also appeal to the Financial Services Tribunal established under the Malta Financial Services Authority Act within such period and under such conditions as established under the said Act.

The Bank shall endeavour to give a complete service at all times. However it shall not be liable for failure to perform any of its obligations under this Agreement due (directly or indirectly) to:

- i. any industrial action; or
- ii. failure of equipment, machinery, computer, telephone line or software whether belonging to or licensed to the Bank, or to the Cardholder or to any third party; or
- iii. any other circumstance not reasonably within the Bank's control and any other instances of force majeure.

14. Assignment

The management of this programme may be assigned to another company at any time. Your rights will not be affected in any way.

15. Governing Law

All communications with you will be in English. These Terms and Conditions will be construed in accordance with Maltese law and are subject to the non-exclusive jurisdiction of the Maltese Courts.