

BOV PAY

Terms and Conditions

Before you create, activate or use your BOV Mobile Card on the BOV Pay application, please read these Terms and Conditions carefully. You will be considered to have read and accepted these Terms and Conditions once you download the app, verify your identity and check the 'Terms and Conditions' box in the enrolment screen on the BOV Pay application.

1. DEFINITIONS

"BOV Pay App" – means the BOV Pay application;

"Eligible device"– means a smartphone, tablet or other device with Digital Wallet capabilities – i.e. allows the registration and storage of a Mobile Card.

"BOV Mobile Card" – means the digital version of your BOV Visa Debit / Credit card

"Security details"– means any codes, passwords or personal identification numbers that you create in connection with your physical / mobile cards, and the BOV PAY application or any other digital wallet you may subscribe to.

"We, us, our, the Bank" – refers to Bank of Valletta p.l.c.;

"You, yours" – refers to each member who has enrolled in the BOV Pay service;

2. TERMS AND CONDITIONS

This agreement represents the Terms and Conditions which govern your access to, and use of, your BOV Mobile Card in the BOV Pay Digital Wallet application (the BOV Pay App").

These Terms and Conditions, are in addition to the BOV Visa Credit and Debit card Terms and Conditions of Use, and to any BOV Account Terms and Conditions, which you will have previously agreed to.

The Bank may revise these Terms and Conditions at any time, and you will be deemed to be aware of, and bound by, any changes to these terms by your continued access to, or use of, your BOV Mobile Card. We will tell you about any changes in advance if they negatively affect the use of the application. Notification may be in the form of an SMS, or a message displayed on screen of your eligible device, upon the next usage of the application, amongst others.

3. THIRD PARTY AGREEMENTS AND SUPPORT

As a consequence of using the BOV Pay App, you may be required to download the digital wallet applications of third party organisations (each a "Digital Wallet") and to agree to their respective terms and conditions. The Bank is not responsible for the security, accuracy, legality, appropriateness or any other aspect of the content or function of any third party's service or applications. It is your responsibility to read and understand the third party's terms and conditions before downloading their respective applications and /or creating, activating or using a mobile card in same.

Furthermore, the Bank is not responsible for, and does not provide, any support or assistance in respect of any third party hardware, software or other products or digital wallet applications or services, supported by any Eligible Device.

4. USE OF YOUR MOBILE CARDS

The BOV Pay Digital Wallet enables you to create virtual representations of your BOV Visa Cards on your Eligible Device that will permit you to use same to make:

- i. contactless payments at retailers' contactless-enabled point-of-sale terminals or at readers that accept contactless payments using a BOV Mobile Card (instead of presenting your physical card) and;
- ii. digital payments at retailers participating in the digital wallet payment services.

By selecting a Mobile Card and tapping your Eligible Device on a retailer's contactless-enabled point-of-sale terminal, you are authorizing the payment for the retailer's products or services with that Mobile Card.

The Bank will not be responsible if any retailer refuses to accept your BOV Mobile Card.

Your physical BOV Visa Debit or Credit Card and its digital version (i.e. Mobile Card) are one and the same card and share the same account and the same credit limit (*where applicable*). Transactions carried out with your physical card, and those carried out with your BOV Mobile Card, will appear on the same statement of account.

All transactions carried out with your BOV Mobile Card are governed by the relative debit or credit card terms and conditions, and, in the case of debit cards, the account terms and conditions, that also govern the physical card you used to create the BOV Mobile Card.

5. CARDHOLDER RISK AND RESPONSIBILITY

You must keep your security details secret at all times, and take all reasonable precautions to prevent unauthorised or fraudulent use of them.

You must not disclose your security details to any other person or record your security details in any way that may result in them becoming known to another person.

If you believe that your Eligible Device or security details have been lost or compromised in any way, or an unauthorised person has used (or may use) your security details without your authorisation, you must contact the Bank immediately on tel (356) 2123 4821.

If you fail to do so, you will be liable for any unauthorised transactions on your account confirmed by use of your security details.

You must cooperate with the Bank in any investigation, and use any fraud prevention or other related measures that are prescribed by the Bank. The Digital Wallet and your Eligible Device may contain certain security features and procedures to protect against unauthorised use of any of your BOV Mobile Card(s). You agree not to disable any of these security features and to use these security features and procedures to safeguard all your BOV Mobile Cards.

You also undertake to change your credentials immediately if you suspect possible compromise, to avoid any unauthorized use of a BOV Mobile Card or of your personal information. If you get a new eligible device you agree to delete all your BOV Mobile Cards and other personal information from your prior eligible device.

Please note that the Bank will never contact you (or ask anyone to do so on our behalf), with a request to disclose your security details in full. If you receive any such request from anyone (even if they are using the Bank's name and logo and appear to be genuine) then it is likely to be fraudulent and you must not supply your security details to them under any circumstances. Additionally, you should report any such requests to us immediately.

You will be responsible for all instructions given by you or anyone acting with your authority please note that this includes any input errors or instructions sent by someone other than yourself so please do not leave your mobile phone unattended while you are still logged onto the BOV Pay Digital Wallet application.

You are responsible for making sure information either shown or stored on your mobile phone is kept secure. Furthermore you must advise the Bank of any change to your mobile phone number or email address.

6. PRIVACY AND SECURITY

When creating your BOV Mobile Card, the Bank may collect certain information from third party organisations (e.g. organisations who also provide digital wallet services, amongst others) to verify your identity, to enable you to use a BOV Mobile Card and to facilitate your participation in the digital wallet payment services. You authorise the Bank to collect, use and share your information in accordance with the applicable Bank of Valletta Privacy Policy which is available at: <https://www.bov.com/content/privacy>

As stated in clause 3 above, the Bank is not responsible for the Digital Wallet Payment Services or any other services offered by any third party organisation. Accordingly, any information you provide to third parties, example: Apple, Android, Samsung or others, through the BOV Pay App, or that is collected or accessed by the third party in the course of your use of a BOV Mobile Card or a Digital Wallet, is subject to Third Party Agreements, and is not governed by the Bank's Privacy Policy or these Terms and Conditions of use.

As stated in clause 2 above, the Bank is not responsible for the Digital Wallet Payment Services or any other services offered by any third party organisation. Accordingly, any information you provide to third parties, in the course of your use of a BOV Mobile Card, or a Digital Wallet that is subject to Third Party Agreements, is not governed by the Bank's Privacy Policy or these Terms and Conditions of use.

7. TERMINATION

You may remove one or more of your BOV Mobile Visa Cards from the BOV Pay App at any time by accessing the 'card controls' option and tapping 'Delete Card'.

We reserve the right for any reason to discontinue offering or supporting any BOV Mobile Card or to not participate in the digital wallet payment services via the BOV Pay app. The Bank may, without any liability towards you, block, restrict, suspend or terminate your use of any BOV Mobile Card and/or BOV Pay App at any time without notice, if you violate these Terms and Conditions or those governing any of your BOV Visa Card or BOV accounts, if we suspect fraudulent activity, or as a result of the cancellation or suspension of your Card account or for any other justifiable reason.