

BOV CashlinkMalta Deposits Only

your guide to:

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General Product
Information

The BOV CashlinkMalta Deposits Only card is an ATM card that enables deposits into the underlying current or savings account.

Totally secure and confidential

Apart from being very simple to use, BOV Automated Teller Machines (ATMs) offer full confidentiality and security, through the use of a Personal Identification Number (PIN). This is a unique 4 digit number which allows you to use the facilities offered by the BOV ATMs.

It is in your interest to keep your PIN secret.

BOV CashlinkMalta Deposit Only cards can be used at any BOV ATM found throughout Malta and Gozo.

Hold on tight to your cards!

If you lose your BOV Cashlink card or think it has been stolen or used without your authority, please call immediately our 24-hour Emergency Helpline on Telephone Number +356 2123 4821.

The Benefits

You can:

- Use the BOV ATM...24 hours a day, 7 days a week;
 - Deposit cash and/or local cheques into your BOV CashlinkMalta Deposits only - driven account, or into any other BOV account;
 - Deposit into your BOV VISA Credit Card

Your Checklist

BOV CashlinkMalta Deposits Only is offered to Customers 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 following documentation according to your Residency Status and Country of Residence:

Maltese Residents: you need to provide your:

- ID Card, and
- The name of a referee if you are opening a Current Account for the first time.

Please note that opening Current Accounts may entail additional documentary requirements. Your BOV Branch relationship officer will assist you with your enquiries.

Non-Residents:

- Please call the BOV Customer Service Centre on +356 2131 2020 for details of your documentary requirements according to your Country of Residence.

Your next step...

Visit any BOV branch and apply for a BOV CashlinkMalta Deposit Only 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 +356 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 +356 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) phoning the Bank's Customer Service Centre on +356 2131 2020 or
- ii) writing to The Manager, Customer Issues, Bank of Valletta p.l.c. The Manager, Customer Issues, Bank of Valletta p.l.c. 62. Triq Sant'Anna, Floriana FRN9011 – Malta; or
- iii) completing a Bank's complaint form available in electronic format on our website - 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, 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 Deposits Only Card 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 costs. 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.

Terms and Conditions of Use

SCOPE

These Terms and Conditions govern the use of the BOV CashlinkMalta Deposits Only cards referred to below (the “**Card**”) issued by Bank of Valletta p.l.c. (the “**Bank**”).

ABOUT THE BANK

The Bank is a public limited company registered at the Registry of Companies in Malta with registration no. C 2833 and registered office at 58, Triq San Żakkarija, Il-Belt Valletta VLT 1130 - Malta. Website: 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, Zone 1, Central Business District, Birkirkara CBD1010 - Malta, website: 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: +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.

1. DEFINITIONS

- a. “**Account**” means any a financial account which is held by the Bank for customers. Customers will use the account to deposit funds.
- b. “**Account Holder**” refers to the person whose name is held on the account.
- c. “**Card**” or “**Cards**” means, The BOV CashlinkMalta Deposits Only card. “**Card**” also means any BOV CashlinkMalta Deposits Only card number issued under this agreement, including renewal, replacement or additional cards.
- d. “**Cardholder**” or “**you**” means a person who has been issued with a Card by the Bank.
- e. “**Corporate Card**” means a Card issued in the name of a company and will include the name of the authorised representative to issue transactions. Any and all transactions carried out by the said representative shall be considered as having been carried out by the company. For the purposes of Corporate Cards, the terms “**Account Holder**” and “**Cardholder**” shall refer to the appointed person within the company in whose name the Primary Account is held on, and to its authorised representative, as applicable
- f. “**Currency**” means the currency of the Primary Account in which the transactions are billed.
- g. “**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. This is to be used in conjunction with your card, or with any device, to authorise a transaction, confirm your identity.,

- h. **“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 displayed on.
- i. **“We”, “our” and “us”** means the Bank, its assignees and successors.
- j. **“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.
- k. **“Third Party Credits”** – credit of funds to the card account effected by entities other than the cardholder or the Bank.

2. 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.
- b. 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.
- c. The Card remains the property of the Bank and must be returned on request.
- d. You may only use the Card during the validity period shown. The Card must not be used if cancelled or suspended by us.
- e. You may only use the Card to deposit funds into the underlying account, or any other BOV Account, or for any other purpose that we allow from time to time. The Card must not be used for any illegal purposes.
- f. Use of the Card may be: through a BOV ATM using a PIN;
- g. It will remain your sole responsibility to ensure that your renewed Card is in your possession prior to the expiry date of your Card.
- h. You must give the Bank at least 30 days notice before the expiry date of the Card if you do not wish to renew your Card.

3. YOUR PIN

You may use your Card to effect deposits through a BOV ATM For this reason you will be issued with a PIN (Personal Identification Number).

Any PIN communicated to you to be used in conjunction with your Card must be kept secret. This means that you must not disclose such Card Details (e.g. PIN) / to anyone else, for whatever reason, including Bank personnel, or record them in any way which allows another person to discover them.

If the PIN, is communicated to you on paper, upon receipt you must destroy the PIN notification. In addition, you are to comply with any other instructions, which we may issue regarding the safekeeping of the PIN.

4. LOSS OF CARD

The Cardholder must take all the reasonable precautions to prevent the loss or theft of the Card and the PIN being disclosed to any person. The Cardholder must notify the Bank without undue delay, or upon discovery, , or even a suspicion of the unauthorised use of the Card or that the Card has been lost, stolen or misappropriated, or there is any reason for the cardholder to suspect that the PIN has become known to another person.

5. DEPOSITS THROUGH THE BANK'S ATM NETWORK

- a. Deposits can be made to any account held by the Bank including the Primary Account or a third-party account held with the Bank 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, or the account of a third party, 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.

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

- a. By default, the Bank will send Cardholders an annual statement 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 on a monthly basis. 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 a month, a charge may apply as per the Bank's Tariff of Charges. Furthermore, you may request to change the frequency of the issue of statement to annual, semi-annual, quarterly, monthly, fortnightly, weekly and daily. The request is to be submitted in writing to the branch where your account is domiciled.

- 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.

7. 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. This 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'.

8. 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 10. "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.

9. 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 10. "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.
- 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.

10. 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 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 a 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.

11. 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.

12. 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 bov.com

13. 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 I-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.

14. 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 affected 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. phoning the Bank's Customer Service Centre on +356 2131 2020 or
 - ii. writing to The Manager, Customer Issues, Bank of Valletta p.l.c. 62. Triq Sant'Anna, Floriana FRN9011 - Malta; or
 - iii. completing a Bank's complaint form available in electronic format on our website - 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, 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.

- f. 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.
- g. This Agreement shall be governed by and construed in accordance with Maltese law and any dispute shall be subject to the exclusive jurisdiction of the courts of Malta.