

# Visa Debit Card Terms & Conditions

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## Governing Terms and Documents

These Terms and Conditions govern the use of all Debit Cards issued by APS Bank plc including APS Visa Debit Card and PINs.

It is important that you carefully read and understand the following documents as the registration and use of our Visa Debit Card is also subject to your agreement with us concerning:

- i. these Visa Debit Card Terms and Conditions,
- ii. the General Terms and Conditions, [www.apsbank.com.mt/terms-and-conditions](http://www.apsbank.com.mt/terms-and-conditions)
- iii. our Data Privacy Policy, [www.apsbank.com.mt/gdpr](http://www.apsbank.com.mt/gdpr)
- iv. any terms and conditions applicable to the specific accounts, products or services which shall continue to apply together with these Terms and Conditions, [www.apsbank.com.mt/terms-and-conditions](http://www.apsbank.com.mt/terms-and-conditions)
- v. all other applicable documents such as the Tariff of Charges governing the requested accounts, products and services.

## Definitions

Certain words have a particular meaning throughout these Visa Debit Card Terms and Conditions. We have listed some of these words and their meanings in the General Terms and Conditions and below.

Account	means any Payment Account, maintained by us in the name of the Principal Cardholder in relation to the Card or the Additional Card/s.
Account Holder	the Principal Cardholder in whose name we maintain the Payment Account linked to the Card.
Additional Card	means the Additional Card issued to an Additional Cardholder.
Additional Cardholder	means a person to whom an Additional Card has been issued under Section 2 of this Agreement and whose transactions are chargeable to the Account of the Principal Cardholder.
Agreement	means the agreement in force from time to time between us and the Cardholder and which includes the Terms and Conditions that regulate the issue and use of the Card.
ATM	Automated Teller Machine - a machine you can withdraw funds from and use other services at, 24 hours a day seven days a week.
Bank, we, us, our	means APS Bank plc (C2192) with registered at address APS Centre, Tower Street, Birkirkara, BKR 4012 and all its assignees and successors in title.
Card	means the APS VISA Debit Card used as a debit card, issued by us to the Cardholder, and any other card issued in the future that bears the same characteristics of the Cards named here.
Card-based payment transaction	means any payment made for goods and services from merchants or cash withdrawn from a bank or ATM or obtained using the Card or Card number.
Card Details	these include the Bank's branding, Card number, Cardholder's name, smart chip, expiration date, payment network logo, magnetic stripe, hologram, bank contact information, signature area, security code.
Cardholder, you, your, yours, yourself	means both the Principal Cardholder and the Additional Cardholder, unless we indicate otherwise.
Credit Limit	means the overdrawn balance (balance that goes below zero) which the Principal Cardholder and we have agreed. This is the maximum amount you are allowed to borrow on your account.
Cut-Off-Time	a guide to certain cut-off-times in relation to some of our accounts and services <a href="http://www.apsbank.com.mt/cut-off-time-table">www.apsbank.com.mt/cut-off-time-table</a>
EPOS	Electronic Point of Sale machine – computerised equipment which allows and confirms payment transactions by cards.
Merchant	means a retailer or a service provider who operates an EPOS
myAPS Service	our internet and mobile banking service, available 24 hours a day seven days a week.
Non-Personal Account Holders	organisations who hold an account with us, for example corporate companies or non-governmental organisations (NGOs).
Party/Parties	means the Bank, Cardholder or Additional Cardholders, whether singularly or collectively, as the case may be.
Payment Account	an Account held in the name of one or more Account Holders and which you use to make payments.
Payment Instrument	any personalised device (including any card, token and mobile phone, used separately or together) which you use to make a payment.
PIN	means the Personal Identification Number issued by us, to the Cardholder/s to be used with the Card.
Principal Cardholder	means the customer in whose name we maintain a Card. The customer can be an individual or a legal entity (Personal and Non-Personal Customer).
Security Details	ways of checking your identity, such as username, passwords, PINs and biometric authentication (for example, fingertip or face recognition).
Strong Customer Authentication (SCA)	a European regulatory requirement part of the revised Payment Services Directive (PSD2) with the aim to reduce fraud and make online payments more secure through multi-factor authentication.
Tariff of Charges	a document that sets out important information on our rates, fees and charges. <a href="http://www.apsbank.com.mt/tariff-of-charges">www.apsbank.com.mt/tariff-of-charges</a>

Uncleared Effects	means cheque/s deposited in the Account that can only be available for withdrawal when they are honoured by the bank/branch on which they are drawn.
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In these Terms and Conditions, references to the "Card" shall include Card Details, Security Details and PINs.

## 1. Use of the Card:

1.1 You are authorising us to debit the Account by all amounts - including any amount charged by another bank for the use of their ATM and/or EPOS, resulting from card-based payment transaction/s, even if you have not authorised that transaction (liability for Card transactions is subject to Section 4 below), together with all other amounts that you owe us under the Agreement then in force.

1.2 The Card may be used to pay for goods and services from merchants, or to withdraw cash from a bank, (including over the counter cash advances) or ATM, or for any other purposes allowed by us from time to time, up to your available and cleared balance on the Account or up to the agreed Credit Limit, if any. The Card must not be used for illegal purposes.

The Card may be used in Malta and overseas;

- ✓ to pay for goods and services from merchants
- ✓ to withdraw cash from banks or ATMs that display the VISA logo
- ✓ for any other purposes that may be allowed from time to time

1.3 You must ensure that there are enough funds available in the Account to meet all card-based payment transactions and unless previously authorised by us, you cannot overdraw the Account. However, subject to Section 4 of this Agreement, we shall have the right to charge to the Account the amounts of all card-based payment transactions whether or not the Account is overdrawn or becomes overdrawn as a result.

1.4 The amount of cash that you may withdraw using the Card may be restricted by us without giving you advance notice, if;

- the Account was recently opened, or
- you have broken any of these Debit Visa Card Terms and Conditions, together with the conditions laid in the important documents mentioned above and in the General Terms and Conditions.

1.5 Use of the Card will be as permitted by us and may be:

- a. through an ATM or other machine, sometimes using the PIN,
- b. accompanied by you signing a sales voucher or order form showing, among other things, the Card number, or
- c. carried out over the telephone, quoting the Card number and other details,
- d. to pay for goods and services through the Internet or other electronic media.

We strongly recommend the use of 'secure payment' sites and software when using the Card Details over the Internet.

1.6 We may refuse to authorise the use of the Card in the following instances:

- a. in relation to cash withdrawals, if Clause 1.4 applies, or
- b. the transaction does not comply with the Agreement then in force, or
- c. we consider that the Card or the Account has been or is likely to be misused or compromised.

1.7 As part of our decision-making process and in an effort to minimise the misuse of the Card, we may refer an authorisation request back to the merchant for further information that may result in you being asked to produce further means of identification. This procedure may also be done on a random basis for fraud prevention purposes.

1.8 When a transaction is made in a currency which is different from the currency in which the Account is denominated, the amounts will be converted into the currency of the Account at the rates of exchange applicable at the time the transactions are cleared by the international payment company, and all charges, if any, are paid by the Account Holder. The Bank's exchange rates [shown against each transaction] are the wholesale rates applied by the international payment company [as applicable] on the date the transaction amounts are cleared by the international payment company, adjusted by a premium as indicated in the Bank's Tariff of Charges. Foreign currency so obtained is subject to any conditions or restrictions that may be imposed by the Central Bank of Malta from time to time.

1.9 You cannot 'stop' a payment made through the use of the Card. However, if a merchant is liable to refund a Card transaction, we will only credit the Account when we receive an appropriate refund voucher. No claim made by you against a third party may be the subject of a defence or counterclaim against us.

1.10 We will have no liability for the refusal of a merchant or any bank to accept the Card. If you are in dispute with or have a claim against a merchant or bank over a transaction made using the Card, we may give you time to resolve any claim or dispute but may still require payment in accordance with this Agreement. Before processing any refund due to you, we may request a written notification from you that a transaction showing in the Statement in fact does not belong to you.

1.11 Without prejudice Section 5, you authorise us to charge to the Account all amounts paid or obtained by use of the Card, or any Additional Card, (including any amount charged back by another bank), even if you have not authorised that transaction together with all other amounts the Principal Cardholder owes us from time to time under this Agreement or any other terms relating to the use of the Card or the Account.

1.12 Even though we may allow third parties to make credits, - 'Third Party Credits', - to the Account, we reserve the right, at our discretion, not to allow such Third-Party Credits. Furthermore, one should note that Third Party Credits may take up to twenty-four (24) hours from the latest time of receipt as per our Cut-Off-Time Table. Third Party Credits can be reversed by the person making such Third Party Credits or their agent. Where the Third Party Credits consist in cash you should consult the Cut-Off-Time Table published on our website. [www.apsbank.com.mt/cut-off-time-table](http://www.apsbank.com.mt/cut-off-time-table)

1.13 Where a merchant has sought authorisation from us, the amount authorised will immediately reduce the amount of available balance on the Account.

1.14 Accounts that become overdrawn as a result of Card transactions will be subject to a fee and interests in accordance with the Interest Rate Fact Sheet, the Tariff of Charges. You are also bound to immediately pay any such overdrawn amounts unless a Credit Limit has been already agreed with us.

1.15 We shall have the right to refuse payment for goods or services, including those purchased through EPOS, by use of the Card if there are not enough funds in the Account to meet such payments and we are not obliged to consider the availability of funds in any other account/s held by you.

1.16 The maximum amount of cash withdrawals and payments effected by you with the Card, whether locally or abroad, on a daily basis, represents the daily limit of the Card.

Provided that such amount is available in your Account, or is within the Credit Limit arranged with us, the default daily limit of the Card is made up of;

- €1,000 that can be used to effect withdrawals via ATMs and
- €2,000 used to effect purchases.

You can reduce or increase the daily limit of the Card and consequently withdraw any permissible amount from the Account if funds are available. Any such amendments have to be made by contacting us, in writing and after being identified accordingly. Requests to increase the daily limit of the Card are within our sole discretion and we reserve the right to accept or otherwise decline. Any increase in the card limit is at your sole responsibility.

1.17 If you would like to give instructions or would like to ask for information on the Card, we will ask you a number of questions based on the information known by us. These questions will enable us to identify you, which is required for security purposes.

1.18 For the purposes of Clause 1.16 above, the daily limit is refreshed every 00:00hrs of next day.

1.19 On expiry, the Card is subject to renewal unless either Party terminates this Agreement. It is your responsibility to ensure that the renewed Card is in your possession prior to the expiry date of the Card.

When deposits are made in the Bank's Bulk Deposit Machines, we will verify the contents of the deposit envelope under dual controlled conditions, and in the event of a discrepancy between the contents of the deposit envelope and the amount written thereon and / or entered on the deposit machine, our count will, in the ordinary way, be taken as the correct amount of the deposit. The deposit will be credited to the account indicated on the deposit envelope/slip. The Account holder indicated on the deposit envelope/slip will be informed of any discrepancy.

We reserve the right to:

- a. Postpone payment against Uncleared Effects which may be credited to the Account.
- b. Claim refund and / or debit the Account in respect of cheques which are unpaid or lost in transit (without loss of exchange, where applicable) plus all charges or in case payment of cheques is subsequently countermanded in terms of foreign or local law.

1.20 In line with the revised Payment Services Directive (PSD2), Strong Customer Authentication (SCA) is required in order to ensure that electronic payments are performed with multi-factor authentication in order to increase security of electronic payments.

As part of the SCA requirement, when effecting electronic payments with our Cards, it is very important that you have a valid mobile number and that your contact details with us are always kept up to date. Subscription to myAPS Service is also an important requirement as part of the multi-factor authentication.

For more information and assistance in relation to the SCA process when effecting electronic payments with our Cards, please refer to [www.apsbank.com.mt/SCA](http://www.apsbank.com.mt/SCA) or contact us through one of our channels.

## **2. Additional Cardholder/s:**

2.1 The Principal Cardholder, may, from time to time, request us in writing by completing an application form, to issue Additional Card/s to person/s that the Principal Cardholder nominates and authorises to operate the Account in terms of the mandate filed with us. The application form for the Additional Card must also be signed by the Additional Cardholder.

2.2 The Principal Cardholder shall be responsible for the use of the Additional Card by the Additional Cardholder as if such Additional Card had been issued to and used by the Principle Cardholder. Furthermore, the Principle Cardholder will be liable to us for all the acts and omissions of the Additional Cardholder and must also make sure that the Additional Cardholder is aware of and complies with this Agreement.

2.3 All Card transactions effected by the Additional Cardholder will be charged to the Account and, where applicable, this Agreement shall also apply to the Additional Card.

2.4 An Additional Cardholder has no right to enforce any term or condition of this Agreement.

2.5 The Principal Cardholder and the Additional Cardholder/s shall be liable jointly and severally for the Card and any obligations addressed to the Principal Cardholder under this Agreement shall be interpreted to refer to the Additional Cardholder/s too.

2.6 The Additional Cardholder/s is required to be on-boarded by us.

### **3. The Card and the PIN:**

3.1 The Card remains our property at all times and must be returned immediately upon our request. The Principal Cardholder is also responsible for the return of any Additional Card.

3.2 At the written request of the Principal Cardholder, we may issue a replacement Card or Additional Card or PIN. Nonetheless, such an issue is at our sole and absolute discretion.

3.3 The PIN, just like the Card, may only be used by you and must not be disclosed to anyone or recorded in any manner that allows another person to discover it or that might enable the PIN to be identified with the Card. Furthermore you should note that:

- a. The PIN is unique and is only known to you.
- b. The PIN must be kept separate from the Card at all times.
- c. ATMs can only be used by using the Card in conjunction with the PIN.
- d. The PIN may be required to confirm and authorise a transaction at an EPOS.
- e. An erroneous PIN entry for three (3) consecutive times at any ATM may cause the ATM to capture and block the Card from further use for twenty four (24) hours or unless we are notified to clear the entries.
- f. If the PIN of an APS VISA Debit Card is entered erroneously for three (3) consecutive times on an EPOS, the chip is automatically blocked. If this happens, you can unblock the chip by using the card with the correct PIN on our ATMs.

3.4 You must take all reasonable precautions to prevent the Card and the PIN from being used fraudulently. The precautions that you should take include:

- a. Immediately signing the Card (on the back where indicated) upon receipt.
- b. Keeping the Card in a secure and safe place and check it regularly to ensure that it has not been stolen.
- c. Not allowing anyone else to use the Card.
- d. If suspecting that the Card has been misplaced, report it as lost, even if you think that you have left the Card somewhere 'safe' or 'familiar'. Once the Card is reported lost it can NEVER be used again and you need to apply for a new Card with us. In such cases charges referred to in Section 8 in line with the Tariff of Charges shall apply.
- e. Complying with any other reasonable instructions issued by us regarding the safekeeping of the Card, Card number or PIN (also referred to as Payment Instruments and Security Details)
- f. Not interfering with any magnetic stripe or integrated circuit (chip) in the Card.
- g. Not disclosing the Card number to any third party except in connection with a Card transaction or when reporting to us the loss or theft of the Card.
- h. Destroying the PIN notification sent by us immediately after memorising the PIN.
- i. Not writing down the PIN on the Card or anywhere or disclosing it to anyone else including the Police officers and/or our personnel.
- j. Not using the Card if it has been cancelled or withdrawn.
- k. Using the Card only if it has not lapsed, i.e. during the validity period expiring on the last day of the month printed on the Card itself.
- l. Ensuring that all withdrawals comply with these Terms and Conditions.
- m. If the Card is damaged in any way, it must be returned immediately to us for replacement and the Card should not be used in the meantime.
- n. Checking that the correct amount is entered or debited before authorising any transaction.
- o. Not disclosing sensitive Card data such as Card number, expiry date, PIN, CVV2 except when properly using the Card.
- p. Ensuring that when possible, a Card transaction is conducted in your presence.
- q. Carefully checking whether you are entitled for a refund when returning goods. Checks for specific clauses on receipts such as "No Refunds".
- r. Ensure that you agree with the amount to be charged to your Card. Keep copies of all invoices/correspondence indicating the description costs of the ordered items.

- s. Carefully reading the terms and conditions provided by the merchant when ordering items over the internet especially, the return and cancellation policy.
- t. Being aware of scams such as notification of exorbitant winning especially if you have not participated in the lottery and related prize winning game. These can be received either by post or electronic means such as SMSs, e-mails, or pop-ups.
- u. Being vigilant to any person/s who offer/s assistance while using the ATM especially if you have not requested such assistance and the person/s is/are not our employee/s.
- v. Being aware of fraudulent calls asking for the card number and sensitive data such as the CVV2 and the card expiry date.

3.5 You shall keep your Payment Instruments and Security Details in a safe and protected place and shall use them responsibly and not disclose their content or transfer them to any third party, including Joint Account Holders.

3.6 We shall not be held responsible for any loss or damage suffered by mishandling and/or failure to observe these obligations and the guidelines in relation to **Protecting your Security Details and Payment Instruments** section 18 within the General Terms & Conditions. [www.apsbank.com.mt/terms-and-conditions](http://www.apsbank.com.mt/terms-and-conditions)

#### **4. Lost, Theft and / or Misuse of Card/s:**

4.1 You must take all reasonable precautions, including the ones mentioned in Section 3 above, to prevent the loss, theft or misuse of the Card. Nevertheless, if the Card is lost or stolen or is liable to be misused or you suspect that someone else has discovered the PIN, you must notify us immediately by using our emergency telephone numbers: + **356 2122 6644**.

After office hours, the calls to stop a lost or stolen card received during Monday to Saturday after 8:00 pm, on Sunday's and Public Holidays will be diverted to a third party based outside the EU, who will be handling such calls on our behalf. Such calls can be handled in the English language only. There are no additional costs borne by you for such call diversions to this third party.

In the eventuality that the APS VISA Debit Card is lost or stolen abroad, you can contact the "Visa Global Card Assistance Service" who will assist to emergency requests on a 24-hour basis. Full details may be found on [www.visa.co.uk/support/consumer/lost-stolen-card.html](http://www.visa.co.uk/support/consumer/lost-stolen-card.html).

Upon receipt of notification that the Card has been lost, stolen or misused, we will then take steps to stop the use of the Card, and where appropriate, any Additional Card/s on the Account. If requested by us, you must return the Card and any Additional Card/s cut in half and must immediately confirm in writing the loss, theft or misuse of the Card by contacting us to the Manager, Cards Services at APS Bank plc, APS Centre, Tower Street, Birkirkara BKR 4012, Malta or send an e-mail to [apscards@apsbank.com.mt](mailto:apscards@apsbank.com.mt) or any other address from which we may operate this service and which we will duly notify you.

4.2 Whenever the Card/Additional Card is lost, stolen or misused, you must co-operate with us and the Police officers in their efforts to recover the Card/Additional Card by providing all the information in your possession as to the circumstances of the loss, theft or misuse of the Card/Additional Card or the disclosure of the PIN and to take all the steps deemed necessary by us to assist in the recovery of the Card/Additional Card.

You must also co-operate with us and the Police officers in their efforts to investigate any unauthorised transactions reported on the Account. If you are requested by us to report such transactions to the Police, this must be done as soon as possible and in any event within seven (7) days of the request. If you find or retrieve the Card/Additional Card after it was reported lost or stolen, you must not use it but should be returned to the us cut in half.



4.3 Subject to Clause 4.1 above and the provisions of this Clause, we will investigate the unauthorised transactions and, if we are reasonably satisfied, that the transaction was not authorised by you or the Additional Cardholder and unless you are liable under Clause 4.5 of this Agreement, we will pay back to the Account the entire amounts of the transaction/s debited to the same Account following the notification, in accordance with Clause 4.1, by not later than thirteen months after the debit date and which are due to the Card/Additional Card. Any amount in excess of €50 debited to the Account prior to notification under Clause 4.1 shall be paid back to the same Account by us, with you bearing the first €50. You however will be unlimitedly responsible for any and all transactions carried out with the Card and PIN in the case of any breach of action as outlined in Clause 3.4.

4.4 Before we are able to process any refund which you may be entitled, we may require your written notification confirming that you did not effect the Card transaction featuring on your Statement.

4.5 If the Card/Additional Card is obtained or misused by someone else with your consent or through your gross negligence, then, subject to any statutory limitation, you will be liable without limit for the sums charged to the Account due to the use of the Card/Additional Card up to the time we are informed in accordance with Clause 4.1 above.

4.6 In the event of suspicion of breach of the security of your card, or of unauthorised use of the card, we may communicate with you by phone, e-mail, SMS or any other means regarding specific transactions. If you receive an e-mail or SMS alert pertaining to a specific transaction that was not authorised by you or the Additional Cardholder, you must inform us immediately on **+356 21226644** to stop the card. For your security, we reserve the right to temporary block the card immediately even if no communication is reached.

## **5. Return of Card/s and Ending of this Agreement:**

5.1 The Principal Cardholder may terminate this Agreement at any time by writing to us and enclosing the Card and any Additional Card/s cut in half. On expiry, the Card is subject to renewal unless you advise us not to renew the Card. Such advice is to reach us sixty (60) days prior to the expiry date of the Card. Failure to give such notice shall imply an intention to renew the card.

5.2 Unless we are expressly informed in writing to the contrary, termination of the Agreement by the Principal Cardholder will automatically result in the termination of the Agreement between the Additional Cardholder and us.

5.3 We will cancel use of any Additional Card if that Additional Cardholder or the Principal Cardholder writes to us asking it to do so and the Additional Card is returned to us if it has not then expired. If the Additional Card is not returned, we may stoplist the Card.

5.4 Subject to compliance with any procedures required by statute and / or this Agreement, we may request the return of the Card and Additional Card/s and / or cancel or suspend its use and / or end this Agreement if:

- a. We consider that the Card or the Account or any other facility that you have with us has been or is likely to be misused, or
- b. The agreed Credit Limit, if any, on the Account is exceeded, or
- c. Any terms and conditions of this Agreement or any other facility that you have with us is broken, or
- d. Card is considered by us as inactive, meaning that the card has not been used for a specific period of time, or
- e. Any information given by you to us in your application form proves to be incorrect, or
- f. You die or you are declared bankrupt or insolvent or you have similar legal proceedings taken against you, or
- g. Any other event occurs or circumstances arise which in our opinion are likely to affect materially and adversely your ability to perform all or any of your obligations under or otherwise to comply with this Agreement.

5.5 Notwithstanding Clause 5.4 above, we may end this Agreement, if there are valid reasons for doing so, at any time by giving you notice in writing. Suspension of the Card shall likewise be communicated to you in writing as will the re-activation of the service.

5.6 Termination of this Agreement by us will not affect any rights or obligations of either of the Parties including, your liability to us existing at that time. Upon termination for whatever reason, all amounts due will be payable in full on demand. Interest will continue to accrue on the balance outstanding at the highest commercial rates prevailing at the time.

5.7 When the Card/Additional Card is returned to us, you must make sure that it is first cut in half. Please refer to Clauses 4.1 and 4.2 in relation to Cards that have been reported lost or stolen.

5.8 If this Agreement ends:

- a. You will continue to be liable for any Card transaction made before or after its termination.
- b. Interest will continue to accrue on the debit balance outstanding at the highest commercial rates prevailing at the time, or, if otherwise agreed between both Parties, whichever is the higher.
- c. Subject to compliance with any procedures required by statute and / or the Agreement, we may require that you immediately refund all the money you owe us.
- d. You shall be entitled to a pro-rata refund of the annual fee charged by us, if applicable.
- e. Any rights or obligations of either Party will remain valid.

## **6. Changing the Terms and Conditions of the Agreement:**

6.1 We may change this Agreement, including fees, commissions and charges, by introducing new ones, at our own discretion. Kindly refer to our General Terms and Conditions for more detail.

6.2 If we withdraw any Card product, we may, at our discretion, change also the applicable terms and conditions in accordance with Clause 6.1 above and, if necessary, issue a new Card to you. We may also cancel the Card that the new one replaces. In such cases, the use of the Card will become subject to the new terms and conditions. Nevertheless, this Section does not limit our rights under this Agreement.

6.3 Changes to this Agreement shall be communicated to the Cardholder at least two (2) months before their coming into force. In the absence of the Bank receiving any objection thereto in writing from the Cardholder, it shall be deemed that the Cardholder has accepted the proposed service and any such changes shall be deemed to form part of this Agreement.

6.4 The Cardholder can end this Agreement under Clause 5.1 above if he does not like any change effected by the Bank. Any such termination shall not result in the Cardholder incurring any charge.

## **7. Card Promotions**

7.1 In line with the Marketing Opt-In selected instructions included within our Data Privacy Policy, we may from time to time advise you of details of Card promotions.

7.2 Any such Card promotion will be available subject to such terms and conditions notified by us.

## **8. Fees and Tariffs:**

8.1 All fees incurred or charged by us for all Card transactions performed by you will be charged to the Account.

8.2 There are no charges for cash withdrawals effected by means of the Card at any of the our ATMs.

8.3 You are allowed to effect up to four (4) free withdrawals per month from any other ATM in Malta. Transaction charges apply when exceeding the stipulated limit in accordance with the Tariff of Charges.

8.4 Charges apply for ATM transactions performed overseas as stipulated in the Tariff of Charges.

8.5 Changes to any interest rate are not subject to Clause 6.3 above. Such changes shall come into effect upon the date specified in the publication of such a change.

8.6 You must pay us the costs and expenses of enforcing this Agreement and all such other costs that we may incur and impose whenever you break any terms and conditions of the Agreement.

## **9. Joint Accounts:**

9.1 Until and unless we receives notice to the contrary, when an Account is in joint names, we may issue a Card to any one or more Joint Account Holder/s, provided such Joint Account Holder can solely operate the Account in terms of the relevant mandate instructions, and all these terms and conditions of this Agreement apply.

## **10. Non-Personal Cardholder/s:**

10.1 Cards issued in the name of non-personal Account Holder, will include the name of the duly appointed representative. Any and all Card transactions carried out by the said representative shall be considered as having been carried out by the non-personal Account Holder. The term 'Cardholder', in this Agreement, shall refer to the non-personal Account Holder in whose name the Account is held, and also to its duly appointed representative/s, as applicable.

## **11. Our Liability:**

11.1 In the event that it is established that a transaction was executed erroneously by us, we shall credit to the Account any amount and related charges which may have been debited to the same Account. We shall also bear any interest to which you are subject due to the non-execution or erroneous execution of the transaction in question. This shall be without prejudice to any other remedy, which may be provided for under the terms and conditions governing the Account.

11.2 We shall not be liable towards the Cardholder for any indirect or consequential damages, including but not limited to, loss of business, revenue, goodwill, anticipated savings or other commercial or economic loss of any kind.

Should the foregoing be found to be inapplicable, our total liability to you in respect of damages specified above shall, in aggregate, in respect of any claim or series of claims arising in any calendar year, not exceed €1,500. You are responsible for obtaining (if you considers it appropriate) insurance cover at your own cost, for any loss exceeding the limit of €1,500 or any loss for which we are not liable.

11.3 We shall endeavour to give a complete service at all times but we shall not be liable for any loss to you due to:

- a. Any failure or delay in providing its service caused by strikes, industrial action, failure of power supply or equipment, othercauses beyond our reasonable control and any instances of force majeure (unavoidable circumstances), or
- b. Any merchant, other bank or other person, or ATM refusing or being unable to accept the Card, or
- c. The way in which any such refusal or non-acceptance is conveyed to you.

11.4 You shall be entitled to request us a refund of any transaction effected through a merchant where you can produce evidence that the authorisation did not specify the exact amount when you gave the said authorisation and the amount

of the transaction exceeded the amount you could reasonably have expected taking into account your previous spending patterns and the relevant circumstances of the case. Any such request is to be received by us within eight (8) weeks, from the date on which the amount claimed was debited to the Account and we shall inform you whether it will be allowing your request within ten (10) working days of receiving the same. We reserve the right to refuse a request for refund received from you upon providing justification for such refusal. If you do not accept such justification, you can refer with our **Feedback and Complaints Handling Policy** [www.apsbank.com.mt/feedback](http://www.apsbank.com.mt/feedback) . You can additionally submit your feedback and complaint in line with the guidelines laid down in the General Terms and Conditions, **Listening to our customers, Section 28.**

We will investigate and, where appropriate and necessary take immediate action to rectify the situation. All complaints will be acknowledged within a maximum of five (5) working days from the receipt of the complaint. The acknowledgement will indicate the timeline by which the matter is intended to be resolved. If the investigation outcome cannot be given within fifteen (15) business days for reasons beyond our control, we shall send a holding update, clearly indicating the reasons for a delay in answering to the complaint and specifying the deadline by which you will receive the final reply. This deadline shall not exceed thirty-five (35) business days. In the event that you are dissatisfied with the outcome of the Bank's investigations, you may direct your complaint in writing to the Office of the Arbiter for Financial Services, 1st Floor, St Calcedonius Square, Floriana FRN 1530, Malta. The Office may also be contacted by using Freephone 80072366 or +356 21249245.

## **12. General**

12.1 You are to check the entries on the statements for possible processing errors that may have unintentionally occurred at the time of the transaction.

12.2 We may from time to time make additional services or benefits available to you.

12.3. You may not assign or transfer any of the right/s and / or obligation/s under this Agreement.

12.4 Any security given by you to us does not apply to this Agreement.

12.5 We may exercise the right to use any credit balance on any other account that you hold with us to reduce or repay any sums you fail to pay under this Agreement. In such instances, we will inform you.

12.6 Any Card, PIN, statement or other document, which is required to be given or served by us under these Terms and Conditions shall, at our option, either be served at or mailed to the address stated in the relevant Application Form at your address, or at any other new address notified to us in writing by you.

12.7 Service by us shall be deemed to have been properly affected if made or mailed as in Clause 12.8 above.

12.8 We shall have the right to refuse an application for the Card, and the filling in of an application form does not automatically mean that a Card will be granted to the applicant.

12.9 You are bound by these Terms and Conditions, both when:

- a. Applying in person at one of our branches. In such a case, the applicant will be requested to sign a hard copy of these Terms and Conditions for retention by the Bank.
- b. Applying for a Card through myAPS. In such a case, you agree that you have read, understood and accepted these Terms and Conditions, even if they are only provided in electronic format. Nonetheless, the printing and retention of these Terms and Conditions is recommended for future reference.

12.10 Without prejudice to Section 6, we reserve the right to lay down further conditions and / or to amend these Terms and Conditions (including the Tariff of Charges and Interest Rate Table) for any reason whatsoever. Where applicable

reasonable notice thereof shall be given in line with the provisions of the General Terms and Conditions.

12.11 When effecting transactions with the Card, you should also refer to the Payment Services Terms & Conditions, which are deemed to be part of this Agreement. Any conflict between the provisions of the two should be resolved in favour of the Payment Services Terms & Conditions.

12.12 These Terms and Conditions are governed by Maltese Law and the Parties submit to the exclusive jurisdiction of the Courts of the Maltese Islands.