

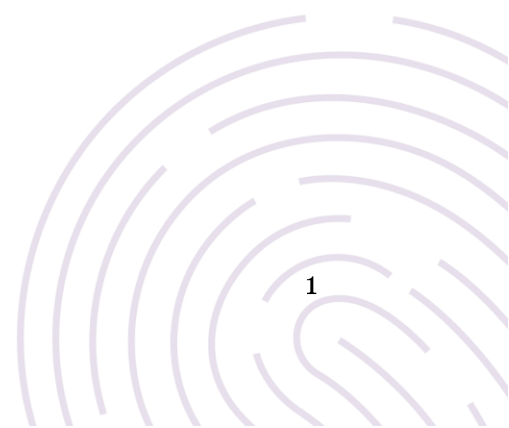
## Specific Terms & Conditions for operating the BNF Classic Credit Card

These Specific Terms and Conditions, together with the General Terms & Conditions for Operating a BNF Deposit Account (the "General Terms and Conditions"), govern the use of the BNF Classic Credit Card and supplement all terms and conditions applicable to the use of any Cards with respect to any Payment using the Service. The content of these Specific Terms and Conditions shall prevail in the event of any conflict with the General Terms and Conditions and any other terms and conditions applicable to Cards.

Read the below mentioned Terms and Conditions carefully.

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## 1. Definitions

Unless otherwise indicated below, the definitions contained in the General Terms & Conditions shall also apply to these Specific Terms & Conditions. For the purposes of these Terms and Conditions:

- 1.1 "3D Secure Merchant" means any physical or natural person or other entity which accepts online payments using Cards and is subscribed to the "Verified by VISA" service offered by VISA;
- 1.2 "Account Holder" means the person/s listed or identified as the holder/s of the account.
- 1.3 "Bank" means BNF Bank plc, (Company Registration number C41030) with registered office 203, Level 2, Rue D'Argens Gzira GZR 1368, Malta. The Bank's main business is the provision of banking services and it is licensed and regulated by the Malta Financial Services Authority, Triq L-Imdina, Zone 1, Central Business District, Birkirkara, CBD 1010, Malta, website: [www.mfsa.com.mt](http://www.mfsa.com.mt);
- 1.4 "BNF 3D Secure 2.0" means a protocol allowing more data elements to be forwarded to the Bank for a much more effective risk assessment of authorisations;
- 1.5 "BNF Classic Credit Cardholders" means any person holding the BNF Classic Credit Card;
- 1.6 "BNF Internet Banking" means the Bank's online internet banking service;
- 1.7 "Card" means any debit or credit card issued by the Bank in the name of a physical or natural person;
- 1.8 "Cardholder" means any person in whose name a Card is issued;
- 1.9 "PIN" means your Personal Identification Number;
- 1.10 "One Time Password" means the unique password generated by the Bank and delivered to a Cardholder by SMS to the mobile phone number that shall have been previously registered by the Cardholder on the Bank's system for the purpose of authenticating the Cardholder when making any online payments to a 3D Secure Merchant using a Card. A new One Time Password shall be generated by the Bank with respect to each payment transaction such that any One Time Password generated by the Bank can only be used once;
- 1.11 "Payment" means an act, initiated by the Cardholder to purchase a product or service or transfer any funds online using a Card;
- 1.12 "Scheme" means the Cashback Reward Scheme which entitles the Account Holder to benefit from a cashback reward as contained in these terms and conditions.
- 1.13 "Security Details" refers to collectively as Static Password and One-Time password;
- 1.14 "Service" means a system that gives Cardholder an additional layer of security when shopping online. It protects the Cardholder against unauthorized and fraudulent card transactions by requiring authentication every time the Cardholder makes an online purchase from a 3D Secure Merchant;
- 1.15 "Static Password" means the password which the Cardholder will create and register on the Bank's system to approve the transaction in addition to the One Time Password generated by the bank, in line with the Strong Customer Authentication (SCA) requirements for European cardholders transacting with European merchants;
- 1.16 "Two Factor Authentication" means a security process in which the Cardholder provides two different authentication factors to verify himself, in line with the Strong Customer Authentication (SCA) requirements for European cardholders transacting with European merchants;
- 1.17 Words used herein in the singular, where the context so permits, shall be deemed to include the plural and vice versa. The definitions of words in the singular herein shall apply to such words when used in the plural where the context so permits and vice versa.

## 2. Registration for the service

- 2.1 The Service is available to all Cardholders with respect to any Cards they chose to register for the Service following registration and acceptance of these Terms and Conditions;
- 2.2 In the case of any replacement or renewal of debit Cards that may be issued by the Bank, the Cardholder will be required to register again for the Service;

- 2.3 Any Cardholder can register for the Service by logging on to BNF Internet Banking and following the online registration procedures or by visiting any of the Bank's branches and filling in the applicable application form;
- 2.4 In order to register for the Service, the Cardholder must provide the Bank with a mobile phone number and any other information that the Bank reasonably requests to enable the provision of the Service;
- 2.5 The Cardholder will create and register a Static Password on the Bank's system. The Bank will request a different One-Time Password for each attempted transaction to be carried out using the Service. The Cardholder will be requested to firstly input the One-Time Password, and once verified a request will follow to enter the Static Password. The Customer must always take all reasonable steps to keep the Security Details confidential;
- 2.6 If the Cardholder fails to register for the Service, he/she may be unable to use the Card for the transactions which require authentication by the Service;
- 2.7 The registration for the Service is subject to the Bank's approval. The Bank reserves the right to refuse any application for registration for the Service at its own and absolute discretion by providing justifiable reason.

### 3. Using the BNF 3D Secure 2.0

- 3.1 The Service is linked to the use of Cards by Cardholders and shall only apply to Payments made by a Cardholder who has registered for the Service to a 3D Secure Merchant;
- 3.2 Once the Cardholder has registered for the Service, in order for any payment to a 3D Secure Merchant to be successfully completed, the Bank will send the Cardholder a One Time Password via SMS on the mobile phone number that was registered with the Bank for the purposes of the Service;
- 3.3 The Cardholder shall use this One Time Password to complete the online transaction. Different One Time Passwords will be issued in respect of each online transaction with 3D Secure Merchant using the card;
- 3.4 In line with the 3D Secure 2.0, which introduces an additional level of authentication, the Cardholders shall be requested to enter the Static Password in order to authenticate the transaction with additional level of security.

### 4. Limitation of liability

- 4.1 The Cardholder should ensure to advise the Bank **immediately** of any changes in the mobile phone number to which One Time Passwords are to be sent in connection with the Service. In addition, the Cardholder should take all the necessary steps to ensure the safety of his/her Card and the mobile phone to which the Service is linked, including the setting up of security measures to restrict access to the relative mobile phone only to the Cardholder;
- 4.2 The Cardholder must ensure that the information provided to the Bank in relation to the Service is accurate, complete and up-to-date at all times. The Cardholder is responsible and liable for the accuracy of any information provided to the Bank in connection with the Service;
- 4.3 Any Payment authorised by the Cardholder's insertion of Security Details shall constitute proof of a valid and irrevocable instruction from the Cardholder to the Bank to make the relative payment. The Cardholder shall be responsible for and shall be considered to have duly authorised all Payments authorised by the use of a One Time Password pursuant to the Service;
- 4.4 The Bank shall not be held responsible for any claims, damages, losses, liabilities, expenses or costs (including legal costs), directly or indirectly, suffered by the Cardholder arising from or in connection with any SMS sent relating to the One Time Password, except in the case of the Bank's fraud or gross negligence, or in the event of the Bank's failure to fulfil an obligation which constitutes one of the fundamental elements of these Specific Terms and Conditions or the General Terms and Conditions, including but not limited to: non-receipt of the relative SMS or delay in receipt of the relative SMS; and/or disclosure (inadvertent or otherwise) of the details of an SMS by the Cardholder to a third party or any unauthorised persons other than the Cardholder;

4.5 Although the Bank shall take all reasonable care to prevent harm or loss to the Cardholder, the Cardholder agrees that, to the extent permissible in terms of law the Bank shall not be liable for any direct, indirect, special, incidental or consequential damages or loss of any kind whatsoever or howsoever caused arising as a result of the use of or inability to use the Service unless such damages or loss arises from the Bank's fraud, gross negligence, or failure to fulfil an obligation which constitutes one of the fundamental elements of these Specific Terms and Conditions or the General Terms and Conditions;

4.6 The Bank shall furthermore **not** be liable for any failure at any time to provide all or any part of the Service, which includes, but shall not be limited to,

- any failure as a result of which any part of the Service shall be unavailable due to daily processing, maintenance or upgrades to the Bank's systems
- power failures
- viruses
- system failures and any failure which is outside the Bank's control (force majeure)

unless such failure arises from the Bank's fraud, gross negligence, or failure to fulfil an obligation which constitutes one of the fundamental elements of these Specific Terms and Conditions or the General Terms and Conditions;

4.7 The Bank is required to act in accordance with the laws and regulations and requests of public and regulatory authorities in various jurisdictions that relate to the prevention of money laundering, terrorist financing and the provisions of financial and other services to any persons or entities. In fulfilling such duties, the Bank may take any action it deems appropriate, including but not limited to the interception and investigation of any transfer requests or instructions, and the Bank shall not be liable for any arising loss or damage of any type and howsoever occasioned that is or may be suffered by you or any third party arising out of the delay or non-execution of any request or instructions.

## 5 Variation / Termination

5.1 The Bank reserves the right to amend, extend or replace the Service and all relevant documentation, including these Terms and Conditions from time to time at its sole discretion. In any such case, the Bank shall give the Cardholder prior two months notice and the Cardholder shall be deemed to have accepted any such amendments unless he notifies the Bank of his intention to terminate the Service before the date of their entry into force. Such termination by the Cardholder shall be at no charge;

5.2 The Bank further reserves the right to restrict the use of part or all of the Service and/or to remove the Service or any part thereof by giving the Cardholder two months notice, provided that the Bank reserves the right to suspend or terminate all or part of the Service without providing any prior notification should such suspension or termination be required for technical or security reasons;

5.3 The Bank reserves the right to restrict, suspend or terminate access to the Service immediately and without prior notice, in the following cases:

- If the Cardholder is proven to have acted in breach of any of these Terms and Conditions;
- If the Cardholder has been declared bankrupt;
- If the banking relationship between the Bank and the Cardholder has been terminated for any reason whatsoever;
- If there are any changes in market conditions or in the Bank's general practice;
- If there are any changes in the law or any decision taken by a Court, tribunal, regulator or any other similar body that changes the Bank's current interpretation of any provision of law of regulation;
- If there is any cause of force majeure; or
- If the Bank is required to do so in terms of any applicable law or following a lawful order or decision from a competent Court or authority.

5.4 The Cardholder may withdraw from and cancel the Service at any time by writing to the Bank at such address as shall be posted on the Bank's website from time to time. The Cardholder is to contact the branch prior to sending the required instruction by post to confirm that the details

required by the Bank are fulfilled. Cardholders having IB service are to direct such requests through this secure channel.' The Cardholder's withdrawal from and the resulting cancellation of the Cardholder's subscription to the Service will not operate to close any accounts that are linked to the relative Card / s, to cancel the relative standing orders or direct debit instructions that the Cardholder may have requested or provided instructions for prior to cancelling the Service;

- 5.5 After suspension or termination of the Service, any of these Terms and Conditions which need to survive such suspension or termination in order to give effect to their meaning, will remain in full force and effect.

## 6 Cashback Reward Scheme

- 6.1 In terms of the Scheme, the Bank agrees to transfer the Scheme benefits to the Account Holder as provided hereunder.
- 6.2 The Scheme is open to all personal BNF Classic Credit Cardholders. For avoidance of doubt, this Scheme does not apply to corporate credit cards to PAVI-PAMA Credit Card and to any transactions carried out using the Card which are deemed to be commercial in nature.
- 6.3 In order to benefit from the Scheme, BNF Classic Credit Cardholders must use the card stated in the Clause above. In the event where the card account has additional cards linked to it, all cards shall enjoy the Scheme benefits. If the Cardholder has more than one card account in his/her name, the Bank shall treat such card accounts separately for the purpose of determining the amounts mentioned in Clause 6.4 hereunder.
- 6.4 BNF Classic Credit Cardholders shall enjoy a cashback reward amounting to 0.15% of the monthly purchases, as a direct credit into the credit card account.
- 6.5 In order to calculate the value of transactions required to benefit from this Scheme as provided in the Clause above, the Bank shall not be taking into consideration cash advances, ATM withdrawals, casino chips, annual fees, any bank charges, interest, refunded transactions, credit payments, or reversed credit transactions.
- 6.6 BNF Classic Credit Cardholders entitled to the Scheme will automatically receive the cashback amount in their card account the month following the transaction date, in arrears. For avoidance of doubt, the cashback amount shall appear on the credit card statement which is issued during the following month within which the transaction took place.
- 6.7 BNF Bank Credit Cards are contactless enabled. Following receipt of your newly issued Contactless Credit Card, you are required to activate your card using the contactless functionality by inserting your PIN for an EMV Chip transaction.
- 6.8 The Bank reserves the right to amend or withdraw the Scheme at its sole and absolute discretion without giving any prior notice.

## 7 Governing Law and Jurisdiction

The Service and these Terms and Conditions shall be governed by and construed in accordance with the Laws of Malta. The Courts of Malta shall have exclusive jurisdiction over all claims and/or dispute arising in relation to the Service and these Terms and Conditions

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