

BNF Bank p.l.c. General Terms and Conditions

BNF Bank p.l.c. is a credit institution licensed to undertake the business of banking by the Malta Financial Services Authority in terms of the Banking Act 1994 and is a member of the Depositor Compensation Scheme established under the Depositor Compensation Scheme Regulations (Legal Notice 383 of 2015). Registered in Malta C41030, with its registered office situated at 203, Level 2, Rue D'Argens, Gzira, GZR 1368, Malta.

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Introduction

These General Terms and Conditions, in conjunction with the Specific Terms and Conditions, govern the BNF Bank p.l.c. products and services. The application of both the General and Specific Terms and Conditions are to be referred to as the 'Terms'. Copies of all Terms and Conditions are available from any BNF Bank Branch and may be downloaded from the Bank's Website www.bnf.bank.

Should any of the Specific Terms and Conditions be in conflict with the General Terms and Conditions, then the Specific Conditions shall prevail. All fees, charges and interest rates applicable to a product or service offered by the Bank may be found in the Bank's Tariff of Charges and applicable Fee Information Documents.

In these Terms any word or term indicating the masculine gender shall also include the feminine and natural gender and any works in the singular shall include the plural and vice versa.

1. Application

These General Terms and Conditions are applicable to all BNF Bank p.l.c. Account Holders and are to be read in conjunction with the Specific Terms and Conditions applicable to products and services offered by the Bank. Terms and Conditions regulating BNF Bank p.l.c. products and services shall become applicable once the Account Holder signs the relevant agreement for the provision of a product or service with the Bank.

2. Definitions

Unless otherwise specified, terms used and defined in Regulation (EU) 2015/751 of the European Parliament and of the Council of 29 April 2015 on interchange fees for card-based payment transactions, in Regulation (EU) No 260/2012 of the European Parliament and of the Council establishing technical and business requirements for credit transfers and direct debit in euro, in Central Bank of Malta Directive No 1 on the provision and use of payment services and in the Financial Institutions Act (*Cap. 376 of the Laws of Malta*) shall have the same meaning in these Terms and Conditions.

'Account Holder', refers to a natural or legal person in whose name a Payment Account is held.

'Automated Teller Machines (ATMs)' refers to machines which can be used to withdraw and/or deposit funds by using the Bank's cards or perform other banking transactions without the aid of a Bank representative.

'Bank', refers to BNF Bank p.l.c., a credit institution licensed in Malta by the Malta Financial Service Authority in terms of the Banking Act 1994, with registration number C41030 and registered office at 203, Level 2, Rue D'Argens, Gzira GZR 1368. The contact details are: Telephone – (+356) 2260 1000; Facsimile – (+356) 2131 2000; email customercare@bnf.bank –The Bank's Swift/Bank Identifier Code (BIC) is BNIFMTMT.

'Branches', refer to branches of BNF Bank p.l.c. in Malta and Gozo.

'Business Day', means a day on which the Bank is open for business as required for the execution of services, and excludes Bank and public holidays.

'Complaint', means an expression of dissatisfaction made towards the Bank relating to the products and services it offers.

'Complainant', means a person submitting a Complaint.

'Cut-Off Times' means the period of time on any given Business Day within which a Payment Order is to be received by the Bank, in order for the said Payment Order to be deemed to have been received on that same Business Day. The Cut-Off Time shall be available on the Website for ease of reference.

'Direct Debit(s)', a payment service for debiting a Payer's Payment Account, where a Payment Transaction is initiated by the Payee on the basis of the consent given by the Payer to the Payee.

'EU', refers to the European Union and its Member states.

'EEA', refers to the European Economic Area. The EEA includes EU countries and also Iceland, Liechtenstein and Norway

'Execution Times' refers to the maximum period of time taken for a Payment Transfer to be executed and completed.

'Express Deposit Machines' refers to deposit machines that allow fast, efficient and secure cash and cheque deposits, 24/7.

'Fee Information Document (FID)', means a document informing the Account Holder with all the fees related to the most representative services linked to a Payment Account

'Framework Contract', means a Payment Service contract which governs the future execution of individual and successive Payment Transactions, and which may contain the obligation and conditions for setting up a Payment Account.

'IBAN', means an International Bank Account Number consisting of a combination of letters, numbers or symbols specified to the Payment Service User by the Payment Service Provider. The IBAN is to be provided by the Payment Service User to identify unambiguously another Payment Service User and/or the Payment Account of that other Payment Service User for a Payment Transaction.

'Internet Banking' or 'Internet Banking Portal', means the internet banking service provided by the Bank through which the Account Holder may carry out certain banking transactions online. This service shall be governed by its own Specific Terms and Conditions.

'Joint Account' means a Payment Account held in the name of two or more Account Holders.

'Merchant', refers to an individual or a business entity from which a Payee is buying a service or product.

'Mobile App', refers to the Bank's Mobile Application through which the Account Holder may carry out

certain banking transactions online. This service shall be governed by its own Specific Terms and Conditions.

'Payee', means a natural or legal person who is the intended recipient of funds which have been the subject of a Payment Transactions.

'Payer', means any natural or legal person, who holds a Payment Account and allows a Payment Order from that Payment Account.

'Payment Account', means an account held in the name of one or more Account Holders which is used for the execution of Payment Transactions.

'Payment Instrument', means a personalised device(s) and/ or set of procedures agreed between the Account Holder and the Bank and used to initiate a Payment Order.

'Payment Order', means an instruction by a Payer or Payee to its Payment Service Provider requesting the execution of a Payment Transaction.

'Payment Initiation Service Provider' or "PISP" means a Third-Party Payment Provider that provides a service in which the PISP gives instructions to the Bank on the Payment Account Holder's behalf to carry out a Payment Account Transaction.

'Payment Transaction', means an act, initiated by the Payer or on his behalf or by the Payee, of placing, transferring, or withdrawing funds, irrespective of any underlying obligations between the Payer or the Payee.

'SEPA' means the Single Euro Payments Area created by the European Union to harmonise cashless payments.

'SEPA Direct Debit Mandate' is the written consent given by the Payer to the Payee to initiate Collection of funds by debiting the specified Payer's Account through the Payee's payment service provider in accordance with the SEPA Direct Debit Rulebook

'SEPA Direct Debit Rulebook' Issued by European payment Council with the objective of being the primary source for the definition of the rules and obligations of the Scheme

'Security Details' refers to codes, PINs, usernames, passwords and/or biometric credentials that are used on Payment Instruments for a payment to be initiated and/or executed.

'Standing Order' refers to when the Bank makes regular transfers instructed by the Account Holder of a fixed amount of money from his/her Payment Account to any other Payment Account agreed upon.

'SWIFT' means the Society for Worldwide Interbank Financial Telecommunications.

'SWIFT International Payment Network' means a messaging network used by banks and other financial institutions to send and receive information, such as transfer of funds instructions.

'Target 2 Payments' refers to a fund transfer system where funds are moved from one bank to another instantly and transactions are settled on a one-to-one basis, between banks participating in this Scheme.

'Tariff of Charges' means the list of fees and charges, that is updated from time to time, which the Bank charges an Account Holder for any service or product the Bank may render to such Account Holder. For ease of reference the Tariffs of Charges is available from the Bank's Branches and on its Website www.bnf.bank/tariff_of_charges and shall also be made available to an Account Holder upon request.

'Third-party Payment Providers' is a service that provides Merchants with the ability to accept online payments without requiring a Merchant account. These organizations have their own payment platforms and online accounts, which they use to process payments for online business owners.

'Website', refers to the Bank's website, www.bnf.bank

'3D Secure' refers to (3-domain structure), also known as a payer authentication. This is a security protocol that helps to prevent fraud in online-internet credit and debit card transactions. This additional security was initiated and created by Visa and MasterCard and it's branded as 'Verified by Visa' and 'MasterCard SecureCode' respectively.

3. Payment Services provided by the Bank

3.1 *The Bank provides the following payment services:*

- **Bill Payments** – allows the Account Holder to pay bills in electronic format on one time basis or recurring intervals.
- **Internal Transfers** – transfer of funds from a BNF Payment Account to another BNF Payment Account, whether pertaining to the same Account Holder or a third party.
- **SWIFT Payments** – transactions where the SWIFT International Payment Network is used to send or receive international electronic payments
- **Standing Orders** – an instruction that an Account Holder gives to the Bank to pay a pre-defined amount at regular intervals to another account.
- **Target 2 Payments** – a platform that enables EU banks to transfer money between each other in real-time
- **SEPA Payments** – Payments in Euro being sent to EU member states, EEA members and Switzerland, Monaco, and UK.
- **SEPA Direct Debits** – allows Domestic (withing Malta) and Cross-Border (where Payee and Payer are in different countries) payments using SEPA, whereby a Payee collects funds from a Payer's Account provided that a signed mandate has been granted by the Payer to the Payee.
- **Card Payments** – allows Account Holders to effect payments through a Debit or Credit card, online or at point-of-sale terminals.
- **Cash withdrawals** – the withdrawal of funds from the Holder's Bank Account initiated either over the counter by visiting one of our branches or else through Automated Teller Machines (ATMs)
- **Cash Deposits** – the deposit of cash initiated either over the counter by visiting one of the Bank's branches, through the Bank's Automated teller machines (ATMs) or through the Bank's Express Deposit Machines.
- **Cheques into and from the Payment Account** – BNF cheques and other banks' cheques may be deposited in a Payment Account held with the Bank. Other bank's cheques (excluding Central Bank of Malta cheques) that are presented at BNF counters, will require clearing before funds are available in the Account Holder's Payment Account. If the specific terms and conditions pertaining to the Payment Account permit, the Account Holder may also issue cheques as a Payment Instrument. Information required to initiate a payment in favour or on behalf of the Account Holder

3.2 For a Payment Transaction to be executed by the Bank, the following mandatory information shall be provided to the Bank by the Account Holder:

3.2.1 Bill Payment:

- Payer's Payment Account number
- Beneficiary's legal name
- Amount

- Currency

3.2.2 Internal Transfer:

- Payer's Payment Account number
- Payee Account number
- Amount
- Currency

3.2.3 SEPA payment:

- Payer's Payment Account number
- Payee's IBAN
- Beneficiary Bank BIC code
- Payee's name
- Amount (EUR)
- Description for Payee

3.2.4 SWIFT Payment:

- Payer's Payment Account number
- Payee's IBAN or Account number
- Beneficiary Bank BIC code
- Amount
- Currency
- Payee's name
- Information for beneficiary
- Reason for payment
- Whether charges are to be incurred by Payee, Payer or shared
- Whether Payment is required 'Same Day' or 'Future Dated'

3.2.5 Standing Order:

- Payer's Payment Account number
- Payee's name
- Payee's IBAN
- The date when the first Payment Transaction is to be executed
- How often the Account Holder wants the transaction to be repeated
- The amount and currency of the payment
- The timeframe that the Account Holder requires the payments to be executed
- Any reference or details to identify the payment by the Payer and the Payee

3.3 *Information on how to initiate a Payment Order, execute a Payment Transaction and Withdraw a given consent*

3.3.1 Internet Banking and Mobile App

The Account Holder may log onto Internet Banking or the Bank's Mobile App by using the provided Security Details. Follow the instructions to complete the payment or withdraw consent.

3.3.2 Cards

The Account Holder can use one of the Bank's cards at one of the Bank's ATMs, Express Deposit Machines, any other VISA machine or present the card for in-store contactless or PIN approved purchases. Virtual-online internet payments can also be made with an additional 3D Secure Service.

3.3.3 ATM

The Account Holder must make use of the Bank's card and the provided PIN to enable payment services from the Payment Account.

3.3.4 Express Deposit Machine

The Account Holder must make use of the Bank's Debit Card by inserting it in the machine, to place envelopes containing cash or cheques to be deposited into the account that is written and specified on the envelope.

3.3.5 Branch

If a payment is initiated by an Account Holder physically present at one of the Bank's branches, the payment will be executed once all conditions required by the Bank have been fulfilled.

3.3.6 Post

The Account Holder may instruct the Bank to make an outward payment by sending a specific application form for Payment Order Outward Form, addressed to the Branch where the Payment Account is domiciled. The application form can be requested from any BNF Branch or through the Internet Banking secure message. Execution of transaction will be affected if the Bank's requirements and conditions are fulfilled. The Account Holder should contact the Branch prior to sending the required instruction by post and to confirm that the details required by the Bank are fulfilled.

3.3.7 Direct Debit Mandate instructions

The Account Holder may give the Bank instructions via a third party by providing a direct debit mandate to a Payee or via an authorised payment initiation service provider.

The Bank will not accept a notice requesting the withdrawal of the Payment Order in instances where the Payment Order is initiated by or through the Payee, after the payment has been transmitted or after the Account Holder has given the consent to execute the Payment Transaction to the Payee, without prejudice to the right of request for a refund as defines on the SEPA Direct Debits rulebook.

If the Account Holder specifies that the Payment Order shall be executed on a specific day in the future, such Account Holder may revoke a Payment Order at the latest by the end of the Business Day preceding the agreed day of the Payment Order.

The Bank reserves the right to impose a fee or charge for not executing the Payment Order following the revocation of consent.

4. Payment Transactions

4.1 This table contains different types of payments and payment channels by which an Account Holder can initiate a payment.

Type of payment	Payment Channels through which the Account Holder can request or receive a payment	Normal Vs Maximum execution Time	Can the payment be set to be executed on a future date?	Can the payment be cancelled?
Transfer between Accounts held with BNF	Internet Banking ATM Branch Mobile App	Immediately	Yes	Immediate executed instructions cannot be cancelled. Future date instructions may be cancelled by the end of the Business Day before the executing day.
Bill Payments	Internet Banking Mobile App	Immediately	No	No
Swift Payments	Internet Banking Mobile App Branch	Pending for Bank approval	Yes	Yes, if payment has not yet been executed from account
SEPA Payments	Internet Banking Mobile App Branch	Pending for Bank approval	Yes	Yes, if payment has not yet been executed from account
Target 2 payments (same day value)	Branch	Pending for Bank approval	Yes	Yes, if payment has not yet been executed from account

Further information on the above type of payments can be found on the Bank's Website, Branches or by calling BNF Customer Care on 22601000.

4.2 Receipt of Payment Orders and the Cut-off Time

A Payment Order must be received by the Bank as per Cut-Off Time. The point in time of the receipt of the Payment Order shall be the time when the Payment Order is received by the Bank. If such day is not a Business Day, the Payment Order shall be deemed to have been received by the Bank on the following Business Day. Instructions received after such dates/times will be processed on the next Business Day.

The Cut-Off Time vary for different type of payments and currencies. Detailed information on each cut-off times are available on the Bank's Website.

Account Holders may deposit cheques via the Bank's ATMs. ATMs may be unavailable during Cut-Off Times due to clearing and processing of cheques already deposited.

The Cut-Off Times vary for different type of payments and currencies. Detailed information on each of these Cut-Off Times are available on the Bank's Website.

4.3 *Maximum Execution Time and Cancellation of Payment Orders*

The maximum Execution Time refers to the maximum amount of time the Bank requires to execute a Payment Order. The Bank's maximum execution time shall not exceed three (3) Business Days from the date of receipt or deemed date of receipt of the Payment Order, provided that all documentation has been submitted and that there are no other legally valid reasons for which the Bank cannot execute the Payment Order. For ease of reference the exact Execution Time is available on the Bank's Website.

When the Bank is instructed to affect a 'same-day value' payment, the Bank will begin to process the instructions when they are received by the Bank. Once processed the Payee cannot cancel the instructions.

If the Account Holder instructs the Bank to make a future-dated payment, payment will be processed on the future date requested.

If the Account Holder wants to cancel a recurring card payment, the Account Holder must inform and instruct the Merchant accordingly.

A Payment Order cannot be cancelled by the Account Holder once the Payment Order has been initiated by the Bank or any other Third-party Payment Provider.

The Bank reserves the right to impose any fees or charges on the Account Holder when attempting to affect a cancellation of a Payment Order. Details of fees and charges are available from the Bank's Website www.bnf.bank/tariff_of_charges, the Bank's Branches and/or from the Fee Information Document as may be applicable.

The Bank will not accept notice of revocation of consent of a Payment Order from the Account Holder, once such an order has been received by the Bank.

4.4 *Payment Limits*

The Bank may place fraud prevention controls such as daily and weekly limits on the maximum value and number of transactions an Account Holder may carry out. The amount or type of limits may be changed from time to time as deemed appropriate by the Bank. The Bank reserves the right to request additional information from Account Holders to support transactions which the Bank suspects may be fraudulent, as well as send notification messages to an Account Holder for card-initiated transactions which may be deemed to carry an increased risk to the Account Holder.

4.5 *Delay or refusal to process a Payment Order by the Bank*

The Bank is required to act in accordance with the law and regulations and requests of public and regulatory authorities in various jurisdictions which relate to the prevention of money laundering, terrorist financing and the provision of financial and other services to any persons or entities which may be subject to sanctions. Without any liability, the Bank takes whatever action it considers appropriate and needed to meet the Bank's regulatory obligations when relating to prevention of fraud, money laundering and terrorist activity and any sanctions.

In exceptional cases, this may delay the process of effecting the requested transaction or Payment Transfer, or the receipt of cleared funds. In such case, the Bank may advise the Account Holder of the delay and request further information in relation to a Payment Transfer. If the Account Holder fails to provide the requested information or documentation in a timely manner, or the Bank is not satisfied that a payment in or out of the Account Holder's Account is lawful, the Bank may refuse to proceed with transaction.

Following the refusal to carry out a Payment Order, the Bank may, unless legally prohibited, notify the Account Holder about such refusal and/or termination. Where such notification is sent, when possible, this shall be done by the end of the business day, following that on which the Payment Order was supposed to be executed. The Bank reserves the right to charge the Account Holder for issuing notification of such action.

4.6 *Availability of Funds*

Subject to the provisions found in the Clause *Delay or refusal to process a Payment Order by the Bank*, and subject to any other relevant laws, regulations or orders by competent authorities, monies held in a Payment Account shall be available to the Account Holder as follows:

- Cash deposited into the Account Holder's Payment Account will be immediately available for the Account Holder's perusal.

- Money being deposited into the Payment Account by cheque, payment order or via Express Deposit Machines will be made available only once the Bank has received and verified the funds itself.

Should the Bank erroneously credit the Account Holders' Payment Account the Bank retains the right to retrieve and withdraw the funds from the Payment Account which had been erroneously credited, or from any other Payment Account held in the Account Holder's name, either solely or jointly with third parties, and this without the consent of the Account Holder.

4.7 *The use of cheques and bank drafts*

Cheques and bank drafts issued in Malta shall be dated on the day they are issued and shall not be encashed prior to such date. Nevertheless, the Bank retains the right to honour any post-dated cheque or bank draft upon presentation by the Payee.

A cheque or bank draft bearing on its front part the word "Or Order", shall only be negotiable by the Bank and may only be payable to the person or entity named on the cheque or bank draft.

Any cheques deposited or presented for encashment, for amounts not exceeding twenty euro (€20), shall not be honoured by the Bank. The Account Holder must ensure that funds are available prior issuing any cheques so that issued cheques can be honoured once presented by the Payee.

Cheques and bank drafts payable to a natural person, may only be paid in cash if the payable amount does not exceed five thousand Euro (€5,000). Cheques and bank drafts in excess of five thousand Euro (€5,000) shall only be deposited in an account held in the Payee's name.

The Bank reserves the right to refuse to pay in cash a cheque or bank draft where the named Payee does not hold an account with the Bank.

Where the Payee is a natural person, any cheques or bank drafts presented to the Bank shall be endorsed by the Payee. The Bank will authenticate the identity of the Payee through a valid identification document issued by a competent authority and confirm these with the instructions of the drawer on the cheque or bank draft before effecting payment.

The Bank shall not pay in cash, cheques or bank drafts payable to legal entities. Where the Payee is a legal entity, cheques and bank drafts can only be deposited in the account held the Payee's name.

Cheques and bank drafts are valid for six (6) months from the date of issue.

4.8 *Information required by a third-party Payer to deposit funds into the Account Holder's Payment Account*

If the Account Holder is to receive a Payment Transaction, the Payee must provide the Payer, with the Payee's Payment Account's IBAN and the Bank's Swift Code.

To deposit cash or a cheque payable to an Account Holder into the Account Holder's Payment Account, a Payer must provide the Bank with the Payee's name and ID card number as well as the Payee's Payment Account number.

The Bank may request further information and/or documentation prior to processing a Payment Order, including, but not limited to, the purpose of the transfer. Failure to provide or providing insufficient information or documentation may result in processing delays or in the non-execution of the Payment Order.

5. **Loss, theft and unauthorised use of a Payment Instrument**

Payment Instruments are strictly personal and non-transferable. It is the Account Holder's duty to ensure that a Payment Instrument is kept in a safe place and that any PIN, passwords and security codes are not disclosed to third parties.

5.1 *BNF Cards*

As a Cardholder, you must notify the Bank immediately by calling on (+356) 2260 1000 or by visiting the nearest Branch if:

- A Card/s has been lost or stolen; or
- the PIN has become known to a third party; or
- there is a suspicion that the Card or an additional Card and/or the PIN may have been misused in any way.

Following receipt of such notification, the Bank will immediately block the Card, so that no further transactions shall be possible until a new Card and a new PIN have been provided to you. The Cardholder must notify the Bank without undue delay (and in any event, no later than 13 months after the debit date of any unauthorised Card Transactions) as covered in the Specific Terms and Conditions of Card Usage.

The Bank reserves the right to request from the Account Holder or Card Holder additional information and supporting documentation as evidence to support any dispute claims.

5.2 *Cheques*

The Account Holder is to notify the Bank immediately if a cheque is either lost or stolen. The Account Holder is to notify the Bank can by:

- Sending a message through Internet Banking with the details of cheque being affected, such as amount, cheque number, the date on which it was issued and drawer Payment Account number; or

- Visiting one of our branches and speak to one of our representatives; or
- Calling Customer Care on (+356) 2260 1000

Once the Bank has all the information related to the cheque being lost or stolen, a block is placed on the cheque number identified or on the range of cheques which form part of the cheque book at a fee in accordance with the Bank's Tariff of Charges. If the cheque, that is marked as lost or stolen, is presented to the Bank through the local clearing process, the Bank will return the cheque as 'Payment Countermanded' at no fee.

5.3 *Bank Drafts*

If a BNF bank draft is lost or stolen, the Account Holder requesting the Bank to issue the bank draft as well as the payee are to jointly notify the Bank that the bank draft is to be cancelled. Any bank draft issue by the Bank which is not cancelled jointly by the ordering customer and the payee will continue to be deemed as valid and shall be honoured by the Bank if presented by the payee within six months from when the BNF bank draft has been issued.

BNF bank drafts may also be cancelled if the original BNF bank draft is returned to the Bank by the Account Holder originally requesting issue of the bank draft.

5.4 *Outward Payments*

Any Outward Payment declared as unauthorised or fraudulent should be reported to the Bank immediately by calling Customer Care on (+356) 2260 1000 to request a recall. The Account Holder must also provide an official recall request through the Internet Banking or by visiting a Branch to sign a Recall Instruction form.

The Account Holder should provide details of the Outward Payment being reported to the Bank as unauthorised. The Bank also encourages the Account Holder to file a police report.

The Bank cannot guarantee that such funds will be recovered in the case where fraud is involved.

6. *Liability*

6.1 *The Payer's liability for unauthorised Payment Transactions*

When the Account Holder is acting as a Payer and applying a Payment Transaction in an EEA state currency, the Account Holder may be obliged to bear losses relating to any unauthorised Payment Transactions, up to a maximum of fifty euro (€50), if this results to be from the use of a lost or stolen Payment Instrument or from the misappropriation of the Account Holder's Payment Instrument.

Provided, that the abovementioned clause does not apply where:

- the loss, theft or misappropriation of Payment Instrument was not detectable by the Account Holder before the payment;
- the loss was caused by negligence of the Bank.

The Account Holder will be responsible for all losses if: –

- through the Bank's investigation it results that the Account Holder acted fraudulently or submitted a false claim;
- the Account Holder fails to notify the Bank without undue delay on becoming aware of the loss, theft, misappropriation, or unauthorised use of the Payment Instrument, in accordance with the Terms;
- the Account Holder, whether intentionally or negligently fails to use a Payment Instrument in accordance with the Terms.

6.2 *The Bank's liability for non-execution, defective or late execution of Payment Transactions.*

Without prejudice to any other clause in these Terms and to any other legal or regulatory provision, the Bank shall not be liable for the non-execution or defective or late execution of a Payment Order which is due:

- to the failure of the Account Holder to provide the complete and correct information
- to any impediment at law from executing the Payment Order
- to strikes, industrial action, failure of the power supply or equipment, or any other unforeseeable cause beyond the control of the Bank.

The Bank may refuse to carry out a transaction or immediately terminate a transaction or reserve a transaction in whole or in a part if the Bank suspects that:

- The transaction concerns an individual, entity or country that is or whose government is subject to any sanction laws, regulations, embargoes or restrictive measures administered, enacted or enforced by any of (a) the United States of America; (b) the United Nations; (c) the European Union; or (d) the United Kingdom, or any other country, competent board or authority, including but not limited to OFAC, the US Department of State and Her Majesty's Treasury
- The transaction is invalid, in any manner fraudulent or illegal
- The transaction has been made in bad faith; or has not been carried out by the Account Holder
- The Account Holder has not acted in accordance with the Terms
- The Account Holder has not provided the Bank with the requested or adequate supporting documentation in relation to the requested transaction or any other prior transaction
- The transaction has not been accepted by a third party or correspondent bank
- For any reason beyond the Bank's reasonable control

- For any other reason according to law.

The Bank shall not be liable for any loss incurred by the Account Holder or any third party for any Payment Orders which are not carried out or are terminated or reversed by the Bank for the above-mentioned reasons.

7. Conditions for refund

7.1 *Pre-authorised transactions*

With respect to a Payment Transaction made by or through the Payee, without prejudice to the right of the Bank to require the Payer to produce adequate proof, the Payer may request the Bank to refund any amount transferred from the Payer's Account where:

- the authorisation did not specify the exact amount of the Payment Transaction when the authorisation was made; and
- the amount of the Payment Transaction exceeded the amount the Payer could reasonably have expected, excluding exchange rate differences.

Any claim by the Payer in relation a pre-authorised transaction shall be made within eight (8) weeks from the date on which the funds were debited. Within ten (10) business days of receiving the said claim, the Bank shall either refund the full amount of the Payment Transaction or provide justification for refusing the refund.

The Payer has no right of refund where the Payer has given consent to the Merchant to execute the Payment Transaction directly.

7.2 *Unauthorised Transactions*

The Bank stresses the importance that the Account Holder carefully reviews the statements on receipt or when available on the Account Holder's Internet Banking Portal and informs the Bank immediately upon awareness of any suspicious transaction.

The Account Holder must call the Bank on +356 2260 1000 to report such transactions. The Account Holder should notify the Bank without undue delay and not later than 13 months after the debit date of any unauthorised transaction stated in the statement of the Payment Account.

The Account Holder must provide the Bank with evidence and other information that the Bank may require to prove that the payment being questioned was unauthorised. If it has been confirmed that a transaction was unauthorised the Bank may either refund the Account Holder the full amount of the relevant payment or notify the Account Holder that the claim for refund has been rejected. When fraudulent unauthorised transactions are confirmed by the Bank the refund will be credited to the Account Holder's account within 24hrs of receipt of such claim, or on the following business day. The Bank reverses the right to re-debit the Account Holder's

Account and reverse the original refund should the claim be found to be false pretence, or should the Bank obtain evidence that the transaction was authorised by the Account Holder

Notwithstanding the aforesaid, the Bank shall make reasonable efforts to recover the funds involved in the Payment Transaction. The Bank reserves the right to impose any fees or charges on the Account Holder when attempting to affect such recovery, in line with its Tariff of Charges or Fee Information Document.

In the case of foreign currency Payment Transactions, the exchange rate used for a refund of a Payment Transaction shall be calculated in a neutral manner that does not discriminate against the Account Holder.

8. Personal Accounts and Business Accounts

Any personal accounts held by the Account Holder are to be used solely for personal intent. All accounts intended for business requirements or accounts in the name of a legal entity are to be used solely for business intent.

9. Joint Accounts

Joint Accounts may be operated in one of the following ways, in accordance with the instructions given to the Bank by all the Joint Account Holders as part of the Bank's Appointment of Bankers Form or any subsequent amendment thereto:

- Anyone to Sign instructions – whereby any of the Joint Account Holders may operate the account alone, without the intervention of the other Joint Account Holder.
- All to Sign instructions – whereby the Payment Account may only be operated against the simultaneous signatures of all the Joint Account Holders.
- Specific Mandate instructions – whereby the account may be operated in accordance with a specific set of instructions details by the Joint Account Holders to the Bank in its Appointment of Bankers form.

Each of the Joint Account Holders shall be liable jointly and severally for the Payment Account and any obligation incumbent on the Payment Account.

The appointment of an Attorney by any of the Joint Account Holders requires the prior written authorisation of all the Joint Account Holders for it to be accepted by the Bank.

Notwithstanding the mandate instructions provided, the Bank may, at its sole discretion request all Joint Account Holders to give their own individual and specific consent for a particular request or transaction to be carried out.

On being notified of the demise of one of the Joint Account Holders, the Bank shall block the Joint Account. Funds held in the Joint Account will only be released with the joint instructions of all Joint Account Holders together with the heirs of the deceased Joint Account Holder, once these have been ascertained by the Bank.

Should the Bank be notified by a competent court or authority that one of the Joint Account Holders is precluded from accessing any funds held in his/her name, the Bank shall preclude all the Joint Account Holders from accessing funds held in the Joint Account. Where permissible, the Bank may inform the Joint Account Holders that access to the Joint Account has been withheld according to law.

10. Demise of an Account Holder

Upon notification received by the Bank of the death of an Account Holder the Bank shall block any assets held in the Account Holder's name, whether solely or jointly with third parties, in lieu of the settlement of the estate. A Notary Public representing the heirs should submit the necessary death certificate together with the testamentary searches and any other documents which the Bank may require in order to verify the Account Holder's heirs according to law.

Upon request, the Bank shall provide the heirs of the deceased Account Holder with information pertaining to the Account as from the date of the Account Holder's demise onwards.

The Bank will charge an administration fee as published in the Bank's Tariff of Charges, to gather and provide information to the Notary Public and a separate fee to undertake the vetting of the documents and the subsequent settlement of any estates.

The Bank shall retain the right to set off any amounts due to the Bank by the Account Holder before releasing any assets in favour of the heirs.

11. Conditions for blocking a Payment Account

Without prejudice to any other clause in these Terms and any legal or regulatory obligation which the Bank may have, the Bank may block a Payment Account if it suspects that a Payment Order is being carried out fraudulently or without the Account Holder's permission.

The Bank reserves the right to block a Payment Account for justified reasons related to the security of a Payment Account or Payment Instrument, the suspicion of unauthorised or fraudulent use of a Payment Account or Payment Instrument, or for other commercial reasons relating to the risk profile of an Account Holder.

Following the blocking of a Payment Account, the Bank shall notify the Account Holder that the Payment Account has been blocked, provided that such notification is not legally prohibited.

The Bank will unblock the Account Holder's Payment Account once the reasons for blocking the Payment Account no longer exist.

12. Closure of Payment Account and Termination of a Banking Relationship

The Bank reserves the right to close a Payment Account and/or terminate its relationship with an Account Holder immediately and without any prior notice if there is a valid reason for doing so, including if the Account Holder is in breach or may be in breach of the Terms, is in breach of any law, any decision or recommendation made by any court, regulator, or competent authority, or is subject to any sanction laws, regulations, embargoes or restrictive measures administered, enacted or enforced by any of (a) the United States of America; (b) the United Nations; (c) the European Union; or (d) the United Kingdom, or any other country, competent board or authority, including but not limited to OFAC, the US Department of State and Her Majesty's Treasury.

The Bank may terminate a banking relationship and close an Account Holder's accounts, for any reason whatsoever, without an obligation to disclose the reason for such termination, by giving the Account Holder two months' notice of such closure or termination, or any shorter period as may be allowed according to law.

The Bank shall not be held liable for any loss incurred by the Account Holder or any third parties should the Bank decide to terminate the Banking Relationship or close an Account Holder's Payment Account.

13. Third Party Providers (TPPs)

The Bank will accept instructions as legally required from a Payment Initiation Service Provider, Account Information Service Providers and any other TPP that the Account Holder may have entered into an agreement with, provided that the Bank has been notified of the Account Holder's consent to receive Payment Orders via a TPP.

14. Changes in conditions and termination of a Framework Contract

In the event of any changes in the terms of the Framework Contract the Bank will give the Account Holder two months' notice prior application of the changes. Notifications will be provided to all Account Holders through the Bank's Branches, Website and the Bank's Internet Banking Portal.

The Account Holder can either accept or reject the changes before the proposed date of entry into force.

In the absence of a written objection to the proposed changes the Account Holder shall be deemed to have accepted the proposed changes.

If the Account Holder is not in agreement with any of the changes to the Framework Contract, the Account Holder has the right to terminate the Framework Contract or close the Payment Account free of charge prior to entry into force of the proposed changes.

The interest rates applicable to amounts borrowed by the Account Holder are based on the Bank's base rate plus a margin that is set by the Bank. Information about the BNF base rate is available on the Bank's website.

There may be changes to the interest rates applicable.

If changes in the interest rates result in the Account Holder favour, the Bank reserves the right not to send any notice to the Account Holder and apply the new interest rates immediately and without prior notice. All other changes will be notified to the Account Holder with at least two months' notice.

The Account Holder may terminate any product or service that is governed by a Framework Contract by writing to the Bank, calling at one of our branches or via the Internet Banking secure message.

If the Framework Contract has been in force for less than 6 months a charge may be applied as per Tariff of Charges available on the Bank's website www.bnf.bank/tariff_of_charges.

15. Charges, Interest and Exchange Rates

The Bank shall provide the Account Holder, free of charge, with a breakdown of charges and fees, commissions charged by the Bank and where applicable, to be applied to a Payment Transaction.

In instances of transactions in foreign currency, the exchange rates as published on the Bank's Website or provided by the Branch, ought to be referred to by the Account Holder prior to effecting a transaction in foreign currency.

The Bank shall update the exchange rates at its own discretion, without notice to the Account Holder. Such updated exchange rate may be obtained either from the Bank's Website or any one of its Branches.

If the Bank accepts a Payment Order that involves an exchange into a foreign currency, and such Payment Order is returned, the Bank will convert that returned payment back to the original currency at the prevailing exchange rate when processing the payment.

The Bank shall retain the right to debit a Payment Account with the amounts of all transactions, fees, charges and expenses in accordance with Payment Orders already held by the Bank or in line with the Bank's Tariff of Charges and applicable Fee Information Document, whether or not the Payment Account is overdrawn or becomes overdrawn as a result.

Where the Bank exceptionally and exclusively at its sole discretion authorises a Payment Account to be overdrawn or in excess of an overdraft, the respective negative balance will attract a debit interest over the BNF Bank Base Rate applicable at the time, which are made available on the Bank's website www.bnf.bank/tariff_of_charges and which may be debited from any other account held by the Account Holder, at any time and without the need for consulting or requesting authorisation from the Account Holder. Such occasional authorisation to overdraw an Account does not place any obligation on the Bank to authorise any further excess or overdraft, nor does it create the expectation or assumption that the Bank will grant

the Account Holder any further credit.

16. Statements

The Bank shall provide the Account Holder with a statement on a yearly basis.

Unless requested more frequently, an annual statement will be sent to the address indicated for this purpose in the Account Opening Form, free of charge. When one or more transactions have been made in any month, the Account Holder can contact any BNF Branch and request a statement. Statements requested for that month are free of charge if requested over the counter, and at a charge if sent by post.,

In addition, if the Account Holder is registered to BNF Internet Banking service, statements in relation to Payment Accounts held in the Account Holder's name will also be made available on the Internet Banking Portal. The Bank's Internet Banking allows the Account Holder to view individual transactions as well as download and store Payment Account statements whenever these can be made available, free of charge.

The Account Holder shall incur a charge in accordance with the Bank's Tariff of Charges for all statements requested by post (other than the annual statement), statements going back more than one year from the date of request and statements issued over the counter if requested more than once a month.

The Account Holder is responsible for checking statements and the information on individual transactions (whether on paper or electronic form), and to contact the Bank immediately if the Account Holder considers that a transaction on the Payment Account is unauthorised or in any manner incorrect.

Upon closure of a Payment Account, the Account Holder shall be provided with a statement that covers a period of thirteen (13) months, free of charge.

17. Information and Security

The Account Holder must take all necessary precautions to keep safe and prevent fraudulent use of any cards, PINs, security numbers, passwords, or any other Security Details including those which allow the Account Holder to use the Internet Banking and Mobile App.

Any PIN, security number, password or other Security Details held by an Account Holder should not be divulged to any third parties, including mandatories, without the Bank's written consent. The Bank reserves the right to terminate a product or service offered to an Account Holder should the Bank become aware that an Account Holder has authorised third parties to utilise such Security Details on behalf of the Account Holder.

It is the Account Holder's obligation to immediately without undue delay notify the Bank of any unrecognised, suspicious or fraudulent transactions on the Payment Account as per Clause 7.2.

When the Account Holder contacts the Bank, the Bank will confirm the Account Holder's identity as per the Bank's security procedures. The Bank may not be able to assist the Account Holder's request if the Bank is unable to identify the Account Holder.

When the Bank contacts the Account Holder, the Bank will never ask for details of the Account Holder's security number, password or PIN to identify the Account Holder. The Bank will however ask the Account Holder relevant questions based on information known to the Bank about the Account Holder and the transactions carried out by the Account Holder.

The Bank may try to contact the Account Holder to inform the Account Holder that there may be suspicion of fraudulent activity linked to the Account Holder's Payment Account. If the Bank is unable to reach the Account Holder, the Bank may leave a message asking the Account Holder to contact the Bank as soon as possible. In the case of suspicious payments, if the attempt of getting hold of the Account Holder fails, the Bank retains the right to refuse the transaction request.

Further details relating to loss, theft and unauthorised use of the Payment Instruments can be found in Clause 5.

18. Data Protection

The Bank is committed to safeguard the confidentiality and privacy of the Account Holder data. Any processing of personal data is done strictly in compliance with the General Data Protection Regulation ('GDPR') or any other applicable data protection legislation in force and in accordance with the Bank's Privacy Notice, which can be accessed from the Bank's website, www.bnf.bank/privacy_policy. Should the Account Holder require any further information please contact the Bank on dpo@bnf.bank.

The Account Holder authorises the Bank, within limits specified by law, to store, process and interconnect their personal data provided voluntarily or other data which the Bank obtained legally, such data being intended exclusively to establish, maintain and develop commercial relations between the Account Holder and the Bank, or with companies which are directly or indirectly in a controlling or group relationship with the Bank, allowing the said data to be provided for the knowledge and use of these Companies, and of others which form part of the same group as the Bank.

It is the Account Holder's obligation to notify the Bank in instances when personal details, such as contact details, mailing address and email address are no longer valid or have changed. The Account Holder should also inform the Bank when there is a change of employment.

19. Right of Set-Off

An Account Holder shall pay any outstanding balances owed to the Bank prior to the closure of a Payment Account, any other product or service. If after closure of a Payment Account, product or service, the Bank is required to pay any effected card transactions or issued cheques

as well as any incurred fees or charges relating to the above, the Account Holder agrees to pay the Bank in full.

The Bank shall at its absolute discretion, have the right to set-off all or any amounts due to the Bank by the Account Holder against any amount held by the Account Holder with the Bank.

20. Depositor Compensation Scheme

The Account Holder's deposit is covered by a statutory Deposit Guarantee Scheme subject to the conditions stated below. If insolvency of the Account Holder's credit institution should occur, the Account Holder's deposits would in any case be repaid up to one hundred thousand euro (€100,000).

General limit of protection

If a deposit is unavailable because a credit institution is unable to meet its financial obligations, depositors are repaid by the Depositor Compensation Scheme, in accordance with the regulations. This repayment covers a maximum of one hundred thousand euro (€100,000) per credit institution. This means that all deposits at the same credit institution are added up in order to determine the coverage level. If, for instance, a depositor holds a savings account with ninety thousand euro (€90,000) and a current account with twenty thousand euro (€20,000), the Account Holders will only be repaid one hundred thousand euro (€100,000).

In addition to the protection described above, deposits may be protected in some cases up to a maximum of five hundred thousand euro (€500,000) for six months after the amount has been credited or from the moment when such deposits become legally transferable. In order to qualify for such higher protection, a deposit in excess of one hundred thousand euro (€100,000) must meet any one of the following additional criteria:

(A) It comprises:

- Monies deposited in preparation for the purchase of a private residential property by the depositor; or
- Monies which represent the proceeds of sale of a private residential property of the depositor; or

(B) It comprises sums paid to the depositor in respect of:

- a separation, divorce or dissolution of their civil union; or
- benefits payable on retirement; or
- a claim for compensation for unfair dismissal; or
- a claim for compensation for redundancy; or
- benefits payable for death or bodily injury; or
- a claim for compensation for wrongful conviction.

More information can be obtained under www.compensationschemes.org.mt.

Limit of protection for Joint Accounts

In case of Joint Accounts, the limit of one hundred thousand euro (€100,000) applies to each depositor. However, deposits in an Account to which two or more persons are entitled as members of a business partnership, association or grouping of a similar nature, without legal personality, are aggregated and treated as if made by a single depositor for the purpose of calculating the limit of one hundred thousand euro (€100,000).

Reimbursement

The responsible Deposit Guarantee Scheme is the Depositor Compensation Scheme, c/o Malta Financial Services Authority, Notabile Road, Attard BKR3000, Malta; Tel: (+)356 21441155; email: info@compensationschemes.org.mt. It will repay the Account Holder's deposits up to one hundred thousand euro (€100,000) within ten (10) working days until 31 December 2023; and within seven (7) working days from 1 January 2024 onwards. Until 31 December 2023, where the Depositor Compensation Scheme cannot make the repayable amount(s) available within seven (7) working days, depositors shall have access to an amount, equivalent to three times the gross weekly minimum wage to cover the cost of living, within five (5) working days of a request from the depositor. The Depositor Compensation Scheme shall only grant access to such amount within five (5) working days on the basis of data provided by the credit institution. Such amount shall be deducted from the compensation which may be payable. If the Account Holder have not been repaid within these deadlines, the Account Holder should make contact with the Depositor Compensation Scheme since the time to claim reimbursement may be barred after a certain time limit. Further information can be obtained from www.compensationschemes.org.mt.

Other important information

In general, all retail depositors and businesses are covered by the Depositor Compensation Scheme. Exceptions for certain deposits are stated on the website of the Depositor Compensation Scheme. The Bank will also inform the Account Holder on request whether certain products are covered or not. If deposits are covered, the Bank shall also confirm this on the statement of Payment Account.

A deposit is excluded from protection under the Depositor Compensation Scheme if:

1. The deposit arises out of transactions in connection with which there has been a criminal conviction for money laundering;
2. The holder and any beneficial owner of the deposit has never been identified in accordance with prevention of money laundering requirements at the compensation date;
3. It is made by a depositor which is one of the following:
 - credit institution for deposits made on its own behalf and for its own Payment Account
 - financial institution
 - investment firm
 - insurance undertaking
 - reinsurance undertaking

- collective investment undertaking
 - pension or retirement fund
 - public authority;
4. It consists of debt securities issued by a credit institution and liabilities arising out of own acceptances and promissory notes;
5. The deposit is held with a credit institution participating in the Depositor Compensation Scheme but in a branch of that credit institution which is located in a non-EEA Member State.

21. Filing a Complaint

Invariably, if for any reason, the Bank does not deliver the standard of service, the Account Holder should notify the Bank.

A complaint may be lodged either in Maltese or English and may be done in person, over the phone or in writing by:

- Speaking to the Branch Manager or the Account Holder's Relationship Manager
- Sending a secured message through Internet Banking
- Calling our Customer Care Centre on +356 22601000
- Writing to "The Manager, Customer Care Complaints", BNF Bank p.l.c., 203, Level 2, Rue D'Argens, Gzira, GZR1368
- Sending a message through the Bank's Artificial Intelligence Chatbot found on the Bank's Website

When submitting a Complaint, the following information is to be provided by the Complainant:

- The Complainant's name and surname
- The Complainant's I.D. card number or Passport number
- Nature of the Complaint, together with any documentation which the Complainant may be referring to in the Complaint

Acknowledgement of written Complaints

Once a written Complaint is received, the Bank will acknowledge receipt of the Complaint in writing, within two (2) Business Days from its receipt.

Updates to the Complainant during the Complaint process

Within fifteen (15) Business Days from the receipt of the Complaint, the Bank will reply to the Complainant. The Bank will either inform the Complainant of the outcome and the Bank's final decision or where obliged to and legally permissible, provide the Complainant a holding reply, clearly indicating the reasons for a delay. The Bank may also request further information from the Complainant in order to continue processing and assessing the Complaint. At any time during the

Complaint process, the Complainant has the right to ask for an update on the status of the Complaint. In any event, for complaints relating solely to Payment Transactions, the Complainant shall receive the final reply within thirty five (35) Business Days from receipt of the Complaint.

Dissatisfied with the Bank's final reply

If no agreement is reached or the Complainant remains dissatisfied with the final reply received by the Bank, the Complainant may refer the matter to The Office of Arbiter for Financial Services by writing to:

The Office of Arbiter for Financial Services
First Floor
St Calcedonius Square
Floriana FRN 1530
Malta

Further information may be obtained through the official website: <https://financialarbiter.org.mt/>
Freephone (local) 80 072 366 and Telephone +356 21249245 or email complaint.info@asf.mt

22. Account Holder's right to copy of Terms and Conditions

At any time during the Account Holder's relationship with the Bank, the Account Holder has the right to receive, on request, a copy of any terms and conditions or agreements entered into between the Bank and the Account Holder. Such copy shall be provided by the Bank on paper or on another durable medium.

23. Language and Communication

These General Terms and Conditions and any communication that will be sent to the Account Holder are set in English Language. If requested to by the Account Holder, the Bank shall provide the Account Holder with a copy of a specified Bank document in the Maltese Language.

24. Tax and Legal Advice

Final Withholding Tax in respect of interest paid on a Payment Account shall automatically be deducted, unless otherwise indicated by the Account Holder at the initial stage when the Account Holder was onboarded by the Bank.

Nothing in these Terms or in any other documents provided by the Bank constitutes or shall be deemed by the Account Holder to be any form of tax or legal advice. The Account Holder should obtain specific tax and legal advice from a third-party professional to safeguard his/her interest before entering into any agreements.

25. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the Laws of Malta and any disputes shall be subject to the non-exclusive jurisdiction of the Courts of Malta.

If the Bank chooses not to exercise any rights the Bank may have against the Account Holder this shall not imply a waiver of such rights and subject to any applicable periods of prescription, the Bank shall be entitled to exercise any such rights at any time.

Each of the provisions of the Terms is severable and distinct from the others and, if at any time one or more of such provisions is or becomes illegal, invalid, or unenforceable in any respect, the legality, validity or enforceability of the remaining provisions shall not be affected in any way.

BNF Internet Banking General Terms and Conditions

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1. Definitions

- 1.1. Unless the context otherwise indicates, the following expressions shall have the meanings indicated below:
- 1.1.1. 'Account', means any account held by the Customer with the Bank.
 - 1.1.2. 'Bank', refers to BNF Bank p.l.c., a credit institution licensed in Malta by the Malta Financial Service Authority in terms of the Banking Act 1994, with registration number C41030. The Bank's registered office and Head Office is 203, Level 2, Rue D'Argens, Gzira GZR 1368. The contact details are: Telephone – (+356) 2260 1000; Facsimile – (+356) 2131 2000; email customercare@bnf.bank – The Bank's Swift/Bank Identifier Code (BIC) is BNFMTMT;
 - 1.1.3. 'Business Day', means a day when the Bank is open for business and excludes Sundays, Public Holidays and Bank Holidays.
 - 1.1.4. 'Customer', 'You' or 'Entity', means, in the case of physical persons, every physical person who holds an Account with the Bank and who has agreed to be bound by these Terms and Conditions, and in the case of Partnerships, every Partnership that holds an Account with the Bank and that has agreed to be bound by these Terms and Conditions.
 - 1.1.5. 'Linked Account', means every Account that a Customer chooses to link to the Service.
 - 1.1.6. 'Manager', means the duly authorised representative/s of any Customer that is a Partnership and who has been authorised to have full and unlimited access to the Accounts in such a manner as permits such person/s to request, approve and/or execute transactions of any kind in relation to the Linked Account using the Service as provided herein.
 - 1.1.7. 'Partnership' means any commercial partnership, civil partnership, or other body corporate or unincorporated.
 - 1.1.8. 'One-Time Password', means as code in digits that shall be sent to such mobile telephone device as shall be indicated by the Customer to the Bank as provided herein.
 - 1.1.9. 'Operator', means the duly authorised representatives of a Customer that is a Partnership who have been so authorised by the Customer to access the Linked Account/s using the Service and to perform Operation Requests using the Service.
 - 1.1.10. 'Operation Request' means the process whereby an Operator or Manager inputs the details of any requested transaction using the Service.
 - 1.1.11. 'Service' or 'BNF Internet Banking', means the internet banking service provided by the Bank as described in Clause 5 of these Terms and Conditions and in virtue of which the Customer may carry binding, which Service is governed by these Terms and Conditions.
 - 1.1.12. 'Security Details', shall have a meaning ascribed to it in Clause 11.1 hereof.
 - 1.1.13. 'Source Account', shall have the meaning ascribed to it in Clause 8.2.1 hereof.
 - 1.1.14. 'Terms and Conditions', means the BNF Internet Banking General Terms and Conditions, which lay down the terms and conditions for the use of the Service.
- 1.2. In these Terms and Conditions, any reference to:
- 1.2.1. These Terms and Conditions or to any other terms and conditions or document referred to in these Terms and Conditions shall be construed as a reference to such terms and conditions or document as amended, varied, modified, supplemented, restated, novated or replaced from time to time; and
 - 1.2.2. Any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to such statute or statutory provision as it may have been amended, modified, extended, consolidated, re-enacted or replaced and shall include any subsidiary legislation made thereunder.

2. Scope

- 2.1. These Terms and Conditions govern the use of the Service by the Customer.

3. Clients' Acceptance of Terms and Conditions

- 3.1. You may only subscribe to the use and Service or any part thereof after agreeing to be bound by these Terms and Conditions.
- 3.2. By subscribing to the Service the Customer agrees to link all Accounts held in the Customer's name with the Bank – including any joint account of which he/she is a holder and which has "Any one to Sign" instructions – to the Service.
- 3.3. The Customer may remove one or more Linked Accounts from the Service at any time by informing the Bank in writing.

4. Relation to Other Terms and Conditions

- 4.1. Your use of the Service is also subject to those terms and conditions that are applicable in respect to the use and operation of any Linked Accounts held by you with the Bank. Save as may be expressly provided herein, nothing shall operate to change any such terms and conditions whenever it is agreed that an Account is linked to the Services. You should review all applicable terms and conditions, including but not limited to any applicable fees and any restrictions that might in any manner affect or be affected by your use of the Service. In case of conflict between these Terms and Conditions and any other terms and conditions that may be applicable to any Linked Accounts, such terms and conditions shall prevail over these Terms and Conditions, unless stated otherwise herein.

5. Use of Services

- 5.1. You may use the Service to:
- 5.1.1. Transfer funds from any of the Linked Accounts to any other account in your name with the Bank either on a one-time or on a recurring basis;
 - 5.1.2. Transfer funds from any of the Linked Accounts to any other accounts held by third parties with the Bank;
 - 5.1.3. Transfer funds from any of the Linked Accounts to any other accounts held by you or by third parties with other credit institutions; provided that the SWIFT code and IBAN number of the beneficiary are included in the transfer instructions;
 - 5.1.4. View current balance information in respect of all your Linked Accounts;
 - 5.1.5. Review transactions made during such period of time as the Bank shall in its sole discretion determine in respect of any of your Linked Accounts.
 - 5.1.6. View your loan account details and repayment schedule (only if the relative loan account is a Linked Account);
 - 5.1.7. Oper one or more term deposit Accounts with the Bank;
 - 5.1.8. Perform self-service account maintenance including but not necessarily limited to re-ordering cheques, requesting copies of monthly statements, stopping payment on cheques, modifying existing future instructions and changing your Security Details;
 - 5.1.9. Send secure online mail messages and questions regarding the Service or any other bank-related queries to the Bank.

6. Authorisation Levels (only applicable to Accounts held by Partnerships)

- 6.1. Prior to executing any transaction using the Service, Customers that are Partnerships, must set the applicable authority levels by passing the necessary board resolution/s or other action required by such Customer's constitutive documents. Customers may appoint multiple users (each a "User") to operate and/or access its Account/s using the Service and any amendments to the levels of authorisations must be effected by the Customer in such a manner as would be binding on such Customer in terms of law and such Customer's constitutive documents.
- 6.2. Each User can be authorised and classified by the Customer as either a Manager or an Operator.
- 6.3. Managers shall have full and unlimited access to the Linked Accounts in such a manner as shall permit such person/s (alone or together with one or two other Managers, as shall be instructed by the Customer) to request, approve and/or execute transactions of any kind in relation to the Linked Accounts by using the Service.
- 6.4. Operators shall be entitled to "viewing only" access to the Linked Account/s using the Service and to perform Operation Requests using the Service; Provided that without prejudice to the powers and rights of Managers in terms of Clause 6.3, Managers shall also be entitled to carry out all the functions pertaining to Operators.
- 6.5. The Customer shall set the levels of authorisation in the relevant application form or in such other document as shall be provided by the Bank in order for a transaction in relation to each Linked Account to be successfully executed using the Service; The Customer may select different levels of authorisation by one, two or three Managers in order for a transaction to be successfully executed using the Service. Such transactions shall include but not be limited to:
 - 6.5.1. transfer of funds from any of the Linked Accounts to any other account in the Customer's name with the Bank either on a one-time or on a recurring basis;
 - 6.5.2. transfer of funds from any of the Linked Accounts to any other accounts held by third parties with the Bank;
 - 6.5.3. transfer of funds from any of the Linked Accounts to any other accounts held by the Customer or by third parties with other credit institutions; provided that the SWIFT code and IBAN number of beneficiary are included in the relative transfer instructions;
 - 6.5.4. opening of one or more Term Deposit Accounts with the Bank;
 - 6.5.5. ordering foreign currency;
 - 6.5.6. performing self-service account maintenance such as re-ordering cheques, stopping payment on cheques, and modifying existing future instructions; and
 - 6.5.7. rejecting a Pending Transaction as defined and described hereunder.
- 6.6. In order for a transaction using the Service to be successfully executed by a Customer that is a Partnership, an Operator or a Manager shall first make an Operation Request.
- 6.7. Once an Operation Request has been made, the transaction in question shall be posted automatically into a "pending transactions" folder.
- 6.8. In order for one or more transactions that have been posted to the "pending transactions" folder to be successfully executed using the Service such transaction/s must be subsequently authorised by such number of Managers that are required for such transaction to be carried out, as shall have been indicated by the Customer in the relative application form. Each transaction that shall be requested using the Service will not be executed until such number of Managers required to authorise such transaction/s, so authorise the transaction/s in question.
- 6.9. Without prejudice to the Bank's right to establish maximum limits to the amounts that may be transferred by the Customer using the Service, the Customer may establish daily limits on all transactions that may be executed by its duly authorised Managers and such limits shall be indicated on the relative application form.

7. Transfers

7.1. Processing of Transfer Requests:

- 7.1.1. The Bank will consider every request, instruction or transaction received from the Customer through the Service as a request, instruction or transaction authorised by the Customer, and this notwithstanding any other mandate which the Customer would have previously given to the Bank;
- 7.1.2. You can effect transfers or payments using the Service from any Linked Account on a one-time or on a recurring basis; provided that in the case of recurring transfer, the transfers are for the same amount and at regular intervals. Transfers or payments made using the Service may be made with immediate effect or may be scheduled to take effect on a future date;
- 7.1.3. One-time (single) transfers or payments to be made with immediate effect as well as scheduled and recurring transfers or payments can be made from a Linked Account to other accounts held by the Customer or by third parties with the Bank or to accounts held by the Customer or third parties with other credit institutions as provided herein or in any other applicable terms and conditions;
- 7.1.4. Immediate transfers or payments from any Linked Account that is a deposit account shall be immediately reflected in such Account's available balance.

7.2. Scheduled and Recurring Transfers or Payments:

- 7.2.1. Any transfers or payments that shall be scheduled for a weekend or a day that is not a Business Day will be processed at the latest on the following Business Day. All other scheduled and recurring transfers or payments will be processed from the Linked Account indicated as that from which the transaction is to originate (the "Source Account") on the Business Day indicated by the Customer.

7.3. Limitations on Transfers and Payments:

- 7.3.1. The Bank reserves the right at any time to impose and/or vary any minimum and/or maximum daily limits with respect to amounts that may be transferred from a Linked Account using the Service, and any applicable limits shall be posted on the Bank's website. The Bank shall provide the Customer with reasonable prior notice in case of any changes to such limits;
- 7.3.2. The Bank reserves the right at its sole discretion not to process any transfer or payment requested by the Customer using the Service if the request or instructions to make such transfer or payment shall be for an amount that is lower than the minimum or exceeds the maximum applicable limit that shall be indicated on the Bank's website as provided above or as may be agreed between the Bank and the Customer from time to time, and in such case, the Customer shall be responsible for making alternate arrangements for rescheduling the payment or transfer.

7.4. Sufficient Available Funds:

- 7.4.1. Whenever the Customer instructs the Bank to transfer or pay out any amount from any Linked Account using the Service, the Bank shall be authorised to withdraw, debit or charge the necessary funds (including any applicable fees or charges) from the indicated Linked Account on the designated date of the transfer or payment in question;
- 7.4.2. The completion of a transfer or payment from any Linked Account using the Service is subject to the availability of sufficient funds in the indicated Linked Account using the Service is subject to the availability of sufficient funds in the indicated Linked Account at the time of the transaction is due to be given effect. If there are insufficient available funds in the indicated Linked Account, the transfer or payment in question will not be processed; Provided that the Bank may at its sole discretion make a further attempt to issue such payment or process the transfer request in question;
- 7.4.3. The Bank is under no obligation to inform you and shall not be responsible if any payment or transfer that you shall have instructed or requested using the Service, shall not be completed when the completion of such transfer or payment would not have been

possible as a result of there being insufficient funds in the indicated Linked Account or if the credit or payment limit of such Linked Account would have been exceeded as a result of the payment or transfer in question.

7.5. Others

- 7.5.1. You are and shall remain responsible for providing the correct information and instructions when registering for and using the Service, when linking any additional Accounts to the Service and when conducting or executing any instructions, requests or transactions using the Service;
- 7.5.2. Before finally clearing and accepting any requests or instructions you shall have provided when using the Service for processing, the Bank will provide you with the opportunity to review the relative transaction/s, to correct any mistakes and to withdraw from the relative transaction/s. While the Bank will use its best endeavours to assist you if you make a mistake when using the Service, the Bank will not be responsible for any loss caused or damage suffered by you or by third parties as a result of any mistake you make while using the Service;
- 7.5.3. You hereby acknowledge that once certain transactions have been confirmed by you, they may not be amended, reversed or terminated. Moreover, the Bank will not be liable for payments made by you to unintended recipients due to the input of incorrect information, nor shall the Bank be responsible for the verification of the identity of recipients of any funds transferred by you from any Linked Account using the Service. The Bank may not be able to reverse duplicate or erroneous payments you make to other accounts without the specific consent of the recipient bank or account holder. The Bank will not be liable for any act or omission on the part of any institution where such other account is held;
- 7.5.4. The Bank reserves the right to ask you for details regarding the origin of the money involved in any transaction you might request or provide instructions for using the Service. The Bank reserves the right, at its sole discretion, to delay or decline transfers or payments from any Linked Account in the event that you do not provide the Bank with all information that may be requested by the Bank in relation to such transfer or payment;
- 7.5.5. You may cancel any transaction planned for a future date, provided that you notify the Bank before the designated date of the transfer or payment in question;
- 7.5.6. The exchange rate used for any transaction shall be the exchange rate valid at the time of processing; provided that whenever the Bank is unable to provide a firm exchange rate quotation, the Bank reserves the right to effect any transfer or payment from a Linked Account on the basis of a provisional exchange rate that shall be subject to adjustment when the actual exchange rate is ascertained. Any eventual difference between the provisional rate and the actual rate shall be debited or credited, as the case may be to the Customer in/from the Linked Account from which the transaction in question originated;
- 7.5.7. The Bank reserves the right to suspend the Service or any part thereof that requires the use of an exchange rate, if there are valid reasons for doing so, including but not limited to, during a volatile market;
- 7.5.8. The exchange rate that will be applied by the Bank for a transaction that has been instructed or requested by a Customer using the Service may differ from the exchange rates quoted on the Bank's website and may change from time to time;
- 7.5.9. Should a request or instruction for any transaction using the Service be incomplete or erroneous, any exchange loss will be borne exclusively by the Customer;
- 7.5.10. Requests for transfers or payments from any Linked Account to any other account held by the Customer or by third parties with the Bank will be processed on the same day;
- 7.5.11. Requests for SEPA and non-SEPA transfers shall be executed according to the cut off times set by the Bank which are available on the Bank's website.

8. Balances

- 8.1. When you access any Linked Account using the Service you may view both your current balance and your available balance on every Linked Account at that time.
- 8.2. Notwithstanding the above, such balance may not show transactions that are yet to be processed or verified by the Bank.
- 8.3. You agree not to use the Service in any way that would give rise to unauthorised borrowing on any Account you hold with the Bank. You may only incur borrowing on any Account with the Bank's prior written consent.
- 8.4. Without prejudice to any other remedy that may be available to it, the Bank reserves the right to debit interest and any charges that may be payable in the event that you use the Service in such a manner as would give rise to unauthorised borrowing on any Account you hold with the Bank.
- 8.5. The Bank will not be obliged to execute an cause the completion of any requests or instructions by you to effect a transfer or make a payment if sufficient funds, including overdraft lines of credit, are not available in the Linked Account from which the transfer or payment is to be made. In any event, should you cause any Linked Account to be overdrawn without the Bank's prior authorisation, the Bank shall have the right to apply the banking tariffs/charges that shall be applicable from time to time and which shall be made available on the Bank's Tariff of Charges.

9. Fees

- 9.1. The Bank reserves the right to change a fee that established by the Bank in its sole discretion for the subscription to and/or use of the Service.
- 9.2. The Bank further reserves the right to charge such fees and charges as may be included on the Bank's Tariff of Charges from time to time for every request, instruction or transaction made by the Customer when using the Service.
- 9.3. The Customer hereby gives his consent to the Bank to debit any Account held in his name with the Bank for the settlement of all applicable fees and/or charges or penalties including but not limited to any penalty fees claimed by foreign banks due to non-STP (Straight Through Processing), for transfers or payments that lack all necessary information or due to incorrect format of the BAN/SWIFT Codes, Local Clearing Bank Codes or other similar matters.

10. Security

- 10.1. The Bank will provide the Customer with a distinctive Username and Password (hereinafter referred to as "First Level Authentication") together with a different One-Time Password for each access and each instructed transaction to be carried out using the Service (hereinafter referred to as "Second Level Authentication"), (hereinafter referred to collectively as the "Security Details"). The Customer shall be required to input such Security Details as shall be required by the Bank in order to access and/or use the Service. You are encouraged to change your Password when you first access the Service. The Customer must take all reasonable steps to keep the Security Details secret at all times.
- 10.2. Upon applying for the Service, the Customer shall indicate the mobile device number to which the One-Time Password is to be sent by the Bank each time a transaction requiring the insertion of such One-Time Password is selected or is to be instructed by the Customer. The Customer may request the Bank to change such mobile device number either at any branch of the Bank or through the Service.
- 10.3. The Bank reserves the right to request you to change any of your Security Details at any time for administrative, procedural or security reasons.
- 10.4. The Bank's website or on any other website.
- 10.5. The components of the First Level Authentication will be requested in order for you to successfully access the Service at any time. Each request or instruction following access to the Service and that requires authorisation using the Service shall require the insertion of the applicable One-Time Password.
- 10.6. By subscribing to the Service, and to the extent permissible in terms of law, you irrevocably authorise the Bank to accept and act on all requests or instructions without taking any further steps to ensure

that such requests or instructions are genuine, if any such requests or instructions have been confirmed using the requested Security Details.

- 10.7. You must always log off from the Service when you do not require to use the Service any longer and you should never have your computer unattended while you are logged on to the Service. As a security measure, if you are logged on to the Service and have not used the Service for a period of time determined by the Bank in its sole and absolute discretion, you will be logged off automatically.
- 10.8. You must not write down, store (whether in any encrypted code or otherwise) or specifically program you or any other computer to remember any of your Security Details.
- 10.9. The Bank reserves the right to keep records of any electronic requests, instructions or transactions you shall make when using the Service.
- 10.10. The Bank reserves the right to deny you access to the Service if, in the Bank's sole discretion, it has a reason to believe that:
 - 10.10.1. a person other than you is trying to use the Service to access any Linked Accounts held by you with the Bank;
 - 10.10.2. the wrong Security Details or any of them have been used to try to access any Linked Accounts held by you with the Bank;
 - 10.10.3. someone other than you knows or is using your Security Details; and
 - 10.10.4. there are any other valid reasons to deny you access to the Service.
- 10.11. The Bank undertakes to inform you as soon as reasonably possible if your access to the Service is to be or has been denied as provided in Clause 11.10.
- 10.12. The Customer undertakes to read, take note of and follow the security tips provided in the Bank's Internet Privacy Statement that is posted on the Bank's website.

11. Limitation of Liability

- 11.1. Although the Bank shall take all reasonable care to prevent harm or loss to you, you agree 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 your use of or inability to use the Service unless such loss or damage arises from the Bank's gross negligence or wilful intent.
- 11.2. 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).
- 11.3. You furthermore agree to indemnify the Bank against all actions, proceedings, claims, losses, charges, expenses (including but not limited to legal fees and expenses) which the Bank may incur directly or indirectly, however occasioned, by reason of your use of the Service or as a result of any breach by you of these Terms and Conditions.
- 11.4. You shall be held liable for any losses, including the amount of any transaction carried out without your authority, where it can be proven that you have acted fraudulently or in a grossly negligent manner that shall have facilitated the carrying out of an unauthorised transaction.
- 11.5. 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.
- 11.6. The Bank does not warrant that the Service is free from virus or destructive features which may adversely affect the Customer's hardware, software or equipment. While the Bank will take all reasonable precautions to ensure that the Service is secure, and free from interception by third parties, the Bank shall not be liable for any loss or damage you may suffer as a result of any viruses or any

unlawful interception of any information that you may have provided to the Bank while using the Service.

- 11.7. The Service may contain some material provided by third parties and the Bank does not necessarily agree with the content of such material. In addition, the Bank accepts no responsibility or liability for the accuracy of any such material.
- 11.8. Without prejudice to the provisions of Clause 12.5, in the case of transfers or payments that are to be routed via or to the United States of America (U.S.A.) for credit to a beneficiary's account inside or outside the U.S.A., the funds in question may become attached under prevailing U.S.A. sanctions and as a consequence, the remission of such funds will be made at the Customer's sole risk and responsibility.

12. Variation/Termination

- 12.1. 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 Customer prior reasonable notice and the Customer 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 Customer shall be at no charge.
- 12.2. The Bank further reserves the right to restrict the use of part or all of the Service and to remove the Service or any part thereof by giving you reasonable prior 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.
- 12.3. The Bank reserves the right to restrict, suspend or terminate your access to the Service immediately and without prior notice in the following cases:
 - 12.3.1. if you act in breach of any of these Terms and Conditions;
 - 12.3.2. if you have been declared bankrupt;
 - 12.3.3. if the banking relationship between the Bank and you has been terminated for any reason whatsoever;
 - 12.3.4. if there are any changes in market conditions or in the Bank's general practice;
 - 12.3.5. if there are any changes in the law or a decision taken by a Court, tribunal, regulator or any other similar body;
 - 12.3.6. if there is any clause of force majeure; or
 - 12.3.7. 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.
- 12.4. You may withdraw and cancel your subscription to 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. Your withdrawal from the resulting cancellation of your subscription to the Service will not operate to close any Linked Accounts or to automatically cancel any scheduled payments, standing orders or direct debit you may have requested or provided instructions for prior to cancelling your subscription to the Service.
- 12.5. After suspension or termination of the Service, any of these Terms and Conditions which need to survive such 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.

13. Notices & Confirmation

- 13.1. You agree that the Bank's publishing a notice on its website or sending you a notice once you log on to the Services, or sending an e-mail or letter at such address as you may provide to the Bank from time to time will constitute sufficient notice to you in terms of these Terms and Conditions.
- 13.2. Should you use the Service after having been notified of any changes as provided above, you will be deemed to have accepted all amendments of which you shall have been notified.
- 13.3. Any notice that is to be sent by post will be sent to the last correspondence details you have provided to the Bank. It is your responsibility to inform the Bank of any changes to your postal address.

14. Copyright

- 14.1. Subject to that contained herein; the copyright of all images and text on the Bank's website vests exclusively in the Bank.
- 14.2. You may not reproduce any of the content of the Bank's website without the Bank's prior permission, though you may download or print a copy of the contents of the said website for your own personal use.
- 14.3. While the Bank reserves the right to provide hyperlinks to external sites from within the Bank's website, the Bank does not claim ownership over any rights in relation thereto, and it shall not be responsible for the content or availability of any such sites.

15. Severability

- 15.1. Each of the provisions of these Terms and Conditions is severable and distinct from the others and, if at any time one or more of such provisions which is not of a fundamental nature is or becomes illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining provisions of these Terms and Conditions shall not be affected in any way.

16. Waiver

- 16.1. No act, delay or omission by the Bank shall affect its rights, powers and remedies under these Terms and Conditions or any further or other exercise of such rights, powers or remedies. The rights and remedies under these Terms and Conditions are cumulative and not exclusive of the rights and remedies provided by law.

17. Governing Law and Jurisdiction

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

Terms and Conditions of Use – BNF Debit Cards

These specific Terms and Conditions of Use, in conjunction with the General Terms & Conditions for operating an Account, (the “General Terms and Conditions”), the Terms and Conditions for Operating a BNF Current Account and the Terms and Conditions for Operating a BNF Savings Account, altogether sometimes referred to as the Agreement, govern the use of the BNF Debit Card.

The Cardholder is kindly requested to refer to the Terms and Conditions for Operating his/her Account as published by the Bank at any of its branches or on its website www.bnf.bank/contactless_debit_card

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1. Scope and Definitions

- 1.1 Unless otherwise expressly specified hereunder, these terms and conditions govern the use of all BNF Bank p.l.c. cards as defined in 1.5 below issued by the Bank to the Cardholder.
- 1.2 'Account' means the savings or current account to which the Card is linked.
- 1.3 'Application Form' is the form that is completed and submitted to apply for a Card.
- 1.4 'Bank' or 'BNF' means BNF Bank p.l.c. (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.
- 1.5 'Card' means the BNF debit card which is issued in the name of the Cardholder for the carrying out of all Card Transactions from an Account held with the Bank as provided in these Terms and Conditions of Use.
- 1.6 'Cardholder' means the person in whose name an Account has been opened and in whose name a Card is issued.
- 1.7 'Card Transaction' means any payment made for goods or services, any cash withdrawal (including ATM withdrawals) and any transfer of funds made through the use of the Card or the Card number.
- 1.8 'Tariff of Charges' means 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.bnf.bank/tariff_of_charges](http://www.bnf.bank/tariff_of_charges) or by calling the Bank's Customer Care on 2260 100 or Freephone Number 8007 3200.

2 The Card and PIN

- 2.1 The Card is issued for use through an Account as provided herein.
- 2.2 The Card is linked to one or more Accounts held by the Cardholder (alone or jointly with others) with the Bank. In order for a Card to be issued, the applicant must first have an Account open in his name (or jointly with others) with the Bank and such Account is to be indicated in the Application Form. In the case of a joint Account, any one or more Account holders may apply for and be issued with a separate Card on the same Account, provided that 'anyone to sign' mandate instructions are held for such joint Account. Each of the Account holders is jointly and severally responsible for any Card Transactions effected by the Card/s and for complying with these Terms and Conditions of Use.
- 2.3 The Bank shall debit the Account linked to the Card with the amounts of all Card Transactions made by the Cardholder using the Card, including any amount charged by any other bank or ATM network for the use of its ATM, together with all other amounts due by the Cardholder to the Bank from time to time pursuant to these Terms and Conditions of Use.
- 2.4 The Card must be used by the Cardholder as provided in these Terms and Conditions of Use.
- 2.5 The Card must be signed by the Cardholder as soon as it is received. This signature may be used by merchants for the purpose of authentication in card-present Card Transactions.
- 2.6 The Card may only be used up to the last day of the month indicated in the 'Valid Thru Last Day of' area on the relative Card and must be kept safe at all times.
- 2.7 The Card and all information stored thereon is the property of the Bank and can only be used for the purposes authorised by the Bank.
- 2.8 The Card must be returned by the Card holder upon the Bank's request.
- 2.9 The Personal Identification Number (PIN) that shall be provided by the Bank to the Cardholder, must be memorised and the slip on which it is printed must be destroyed. The PIN is to be kept secret at all times and must not be written on the Card or on anything that is kept or stored with the Card.
- 2.10 The Card, Card Number and PIN shall not be used for any illegal purposes and shall only be used by the Cardholder whose name appears on the Card.
- 2.11 The Cardholder must give the Bank at least 60 days notice prior to the expiry date of the Card if s/he does not wish to renew the Card.
- 2.12 Failure to give such notice shall imply an intention to renew the Card.

- 2.13 Corporate Cards will be issued in the name of the corporate body in whose name the Account is held and will include the name of the individual representative to whom the relative Card has been issued. Any and all Card Transactions carried out by the said representative shall be considered as having been carried out by the corporate body. For the purposes of Corporate Cards, the term 'Cardholder' shall refer to the corporate body in whose name the Account is held and also to its duly authorised representative, as applicable.

3 Use of Card

- 3.1 The Card may be used at banks and merchants displaying the VISA sign or symbol. The Bank shall not be liable for the refusal of any bank or merchant to accept a Card.
- 3.2 The Cardholder should ensure that any Card Transaction amount indicated by the bank or merchant is correct before authorising the Card Transaction. By signing a voucher or transaction record, entering the PIN or otherwise authorising the Card Transaction, the Cardholder indicates his/her agreement to the Card Transaction amount and confirms that the relative amount is to be debited to the Account.
- 3.3 The Bank shall not be responsible for goods and services supplied to a Cardholder, and any complaint in connection with any goods or services acquired by the Cardholder using the Card must be resolved with the merchant concerned.
- 3.4 Use of the Card may be:
- i) accompanied by the Cardholder signing a sales voucher or order form showing the Card number (amongst other things); or
 - ii) accompanied by the Cardholder entering the PIN (Personal Identification Number) on the EPOS (Electronic Point of Sale) terminal or PIN Pad to confirm and authorise a Card Transaction; or
 - iii) contactless, without the need to enter the PIN (see below); or
 - (iv) through a cash or other machine, sometimes using a PIN; or
 - v) sometimes carried out over the telephone quoting the card number and other details; or
 - vi) through the internet or other electronic media (including interactive television) quoting the Card number and other details. The Bank strongly recommends the use of 'secure payment' sites and software when using Card details over the Internet.
- 3.5 The Cardholder's signature on the sales voucher or other order or authorisation form showing the Card number, the quoting of the Card number and/or other details over the telephone or internet, the inputting of the PIN or the use of the Card on a Contactless enabled EPOS signifies the Cardholder's consent to execute a Card Transaction.
- 3.6 The Cardholder is to ensure that sufficient funds are available in the Account to meet all Card Transactions as they are made. Notwithstanding the above, in the event that a Cardholder authorises a Card Transaction as a result of which the Account would be overdrawn, the Bank may at its sole and absolute discretion either refuse to authorise the payment or debit the Account with the relative amount, in which case the Bank shall charge interest on the overdrawn amount at the interest rates applicable for debit balances in relation to the Account as published by the Bank from time to time at any of its branches or on its [website www.bnf.bank/interest_rates](http://www.bnf.bank/interest_rates). If an Account becomes overdrawn through the use of a Card, the Bank will charge a fee each time that the Card is used while the Account is overdrawn. In any such case, the Cardholder shall be responsible to immediately pay the amount by which the Account is overdrawn.
- 3.7 Notwithstanding the above, the Bank shall have the right to refuse authorisation for any Card Transaction for any valid reason, including if there are not enough funds in the Account to meet such Card Transaction (and the Bank is not obliged to consider whether any funds are available in any other account/s held by the Cardholder), if the Card Transaction is in breach of any of these Terms

and Conditions of Use, or if the Card or the Account has been or is likely to be abused or if there is any other valid reason for doing so.

- 3.8 A Card Transaction cannot be revoked by the Cardholder once the Cardholder has given his/her consent as mentioned above. In the case of recurring Card Transactions or Card Transactions which are initiated by or through the person for whom payment is intended (the payee), the Cardholder may not revoke the Card Transaction after transmitting the payment order or giving the payee his/her consent to execute the Card Transaction.
- 3.9 The Bank will endeavour to give a complete service at all times, however it shall not be liable for any claim for loss or damages if it is unable to perform its obligations under these Terms and Conditions of Use due to abnormal and unforeseeable circumstances outside the Bank's reasonable control, which 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..
- 3.10 The Bank may impose a daily cash withdrawal limit for cash withdrawals made through the use of the Card via ATM's and may amend such limit as it deems appropriate provided that adequate notice is given to the cardholder. Such limit shall be published in the Bank's Tariff of Charges and may be amended by the Bank in its sole and absolute discretion provided that adequate notice is given to the Cardholder.
- 3.11 Subject to any fees that may be charged by the Bank pursuant to these Terms and Conditions of Use, Card Transactions and any other charges incurred in currencies other than euro will be converted to euro on the date on which they shall be processed by VISA in its capacity as operator and processor of the debit-card scheme of which the Card forms part, using the applicable exchange rates as determined by VISA.
- 3.12 The Card is Contactless enabled. Following receipt of the Card, the Cardholder is required to activate Contactless by inserting his/her PIN for an EMV Chip Card Transaction. Thereafter, Card Transactions of up to an EUR value as communicated on the welcome letter affixed to the card, can be affected using Contactless without the need to enter the PIN, provided that the merchant is Contactless enabled.
- 3.13 On every sixth (6th) successful consecutive contactless Card Transaction, the Cardholder will be required to enter his/her PIN as a fraud prevention measure.

4 Refunds

- 4.1 Without prejudice to the refund rights of the Cardholder below, if a merchant agrees to give a refund for a Card Transaction, the Bank will make the refund when it receives an appropriate voucher or satisfactory confirmation from the Merchant.
- 4.2 Refunds: The Cardholder can ask the Bank to refund a Card Transaction if all the following conditions are satisfied:
 - i) the payment was made to merchant in the EU or in Liechtenstein, Norway or Iceland (jointly 'EEA');
 - ii) the authorisation that the Cardholder gave did not specify the exact amount to be paid;
 - iii) the amount that has been requested was more than the Cardholder could reasonably have expected to pay based on the circumstances, including the Cardholder's previous spending patterns; and
 - iv) the Cardholder requests a refund within eight (8) weeks of the date the Card Transaction was made from the Account.

- 4.3 The Bank may ask the Cardholder to provide information which is reasonably necessary to investigate whether or not the Cardholder is entitled to the refund. In addition, the Cardholder may also find it helpful to contact the person the Cardholder paid using the Card.
- 4.4 Within 10 working days of receiving the Cardholder's request (or of receiving further information the Bank has asked for), the Bank will either refund the Card Transaction or will inform the Cardholder of its reasons for refusing the refund.
- 4.5 If the Cardholder queries the Card Transaction more than eight (8) weeks after it was taken from the Account or the Card Transaction was made to a merchant outside the EEA, the Bank is not obliged to make a refund itself but will tell the Cardholder if it can help or suggest other steps that the Cardholder could take.

5 Charges and Fees

5.1 Cash Withdrawal Fees

A cash withdrawal fee covering third-party fees and the Bank's processing fees in accordance with the Bank's Tariff of Charges shall be debited to the Account for:

- each cash withdrawal made by the Cardholder through an Automated Teller Machine (ATM) other than the BNF ATMs,
- each cash withdrawal made by the Cardholder through any bank branch displaying the VISA symbol other than a BNF branch.

The amount charged shall be dependent on the location and/or the bank or financial institution from which the relative cash withdrawal shall have been made or originated; Provided that the Bank's processing fees in connection with such Card Transactions shall be in accordance with the Bank's Tariff of Charges.

5.2 Currency Exchange Fees

- The Bank shall charge a currency exchange fee to the Account in accordance with the Bank's Tariff of Charges on Card Transactions carried out in any currency other than euro. In addition, the amount of the Card Transaction will be converted into euro at the rates of exchange applicable at the time the Card Transaction is cleared by VISA and all charges are for the Cardholder. The exchange rates are the wholesale rates applied by VISA on the date the Card Transaction amount is processed by VISA adjusted by a premium in accordance with the Bank's Tariff of Charges. The Cardholder can ask about the applicable exchange rate by calling the Bank's Customer Care on 2260 1000.

5.3 Unauthorised Overdraft Fees

- The Bank shall charge an unauthorised overdraft fee to the Account in accordance with the Bank's Tariff of Charges in the event that the Account becomes overdrawn after a Card Transaction is effected. Such charge will apply when an authorised overdraft limit has not been extended to the Cardholder by the Bank.

5.4 Card and/or PIN Replacement Fee

- A fee will be charged to the Account in accordance with the Bank's Tariff of Charges if a new Card or a new PIN is issued before the expiry date of the original Card.
- Such fee will be waived by the Bank if the cause for the replacement of the Card and/or PIN is attributable to the Bank.

5.5 Disputed Card Transaction Fee

- A fee will be charged to the Account in accordance with the Bank's Tariff of Charges if the Cardholder requests the Bank to dispute a Card Transaction on his/her behalf and the dispute is not determined in favour of the Cardholder.

5.6 Overseas Emergency Services

- Applicable fees determined by VISA will be charged to the Account in the event that the Cardholder makes use of any emergency services made available by VISA.

6 Unauthorised use or loss of Card

6.1 The Cardholder must take all the reasonable precautions to prevent the loss, theft or fraudulent use of the Card and the PIN being disclosed to any person. The Cardholder must read statements carefully upon receipt or when they become available online. The Cardholder must notify the Bank without undue delay (and in any event, no later than 13 months after the debit date of any unauthorised Card Transaction) upon discovery, or even a suspicion of the unauthorised use of the Card or that the Card has been lost, stolen, misappropriated or that it may be misused or the Cardholder suspects or there is any reason for the Cardholder to suspect that the PIN has become known to another person.

6.2 Subject to clause 6.1 above and the provisions of this clause, the Bank will generally investigate the unauthorised Card Transactions and, if the Bank is reasonably satisfied that the Card Transaction was not authorised by the Cardholder and that the Cardholder is not liable, the Bank will pay back to the Account the amounts of the unauthorised Card Transactions (including any interest or charges paid by the Cardholder as a result of the Card Transaction, as well as any interest which the Bank would have paid to the Cardholder on that amount) over the amount of €50. Thereafter, the Bank will not have any further liability to the Cardholder. The Cardholder will however be unlimitedly responsible for any and all Card Transactions carried out with the Card or the PIN prior to notification in terms of this clause, if the Cardholder has:

i) not used his/her Card in accordance with these Terms and Conditions of Use, in particular, if the Cardholder does not take all reasonable steps to keep safe the Card and the PIN;

ii) not notified the Bank immediately on becoming aware of:

- the loss, theft, misappropriation or unauthorised use of the Card;
- the recording on the Account of any unauthorised Card Transactions;
- any error or other irregularity in the maintaining of the Account by the Bank; or
- having any suspicions that the PIN is known by any unauthorised third party;

iii) recorded the PIN in any recognisable form, in particular on the Card or on any item which the Cardholder keeps or carries with the Card;

iv) acted in any other way with gross negligence or fraudulently.

After notification to the Bank, the Cardholder will not be liable for any further Card Transactions carried out with the lost, stolen or misappropriated Card. This does not however apply where the Cardholder have acted fraudulently.

6.3 Notification under this Agreement should be made by calling the Bank's Customer Care on 2260 1000 or Freephone Number 8007 3200. If the Card is lost or stolen abroad, The Cardholder may contact the 'VISA Global Card Assistance Service' who are equipped to respond to emergency requests on a 24-hour basis on +1-303-967-1096. Full details may be found on the Visa Europe [website](#)

http://www.visaeurope.com/en/cardholders/Lost_your_visa_card.aspx. The Bank will then take steps to stop the use of the Card.

6.4 The Bank requires information and the Cardholder's assistance to help the Bank to recover the Card. The Cardholder is therefore to co-operate with the Bank and with the police in the Bank's efforts to recover the Card and to investigate any unauthorised Card Transactions the Cardholder reports on his/her Account. If the Cardholder is asked to report such Card Transactions to the police, in the country where the loss or theft occurred, as well as locally upon the Cardholder's return, this must be done as soon as possible.

6.5 Should the Cardholder retrieve the Card after s/he has reported it lost or stolen, s/he must not use it but forward it to the Bank cut in half.

7 Changes

The Bank may vary these Terms and Conditions of Use (including fees, commissions and charges) by giving the Cardholder two months' notice in writing or such shorter notice period as may be allowed by law provided that:

a) the Cardholder will be deemed to have accepted these amendments, unless the Cardholder notifies the Bank that s/he does 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 related to any Account can be changed without giving the Cardholder notice if the change is to the Cardholder's advantage. The Bank will inform the Cardholder 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.bnf.bank](http://www.bnf.bank) or through the Bank's [internet] service; and

c) the Bank reserves the right to effect changes without notice if the Cardholder is in breach of or is likely to breach any of these Terms and Conditions of Use or is 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 the Cardholder 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.bnf.bank](http://www.bnf.bank) or through the Bank's [internet] service.

All changes will come into force and shall be effective upon the expiry of the said notice period.

8 Data Protection and Confidentiality

8.1 The Bank is bound by the duty of confidentiality under the Professional Secrecy Act and the Banking Act and by the provisions of the Data Protection Act and accordingly all data will be kept secret and processed in terms of the applicable legislation.

8.2 While the Bank collects personal information in order to provide its products and services, it will treat all the Cardholder's personal information as private and confidential. Nothing about the Cardholder's relationship with the Bank will be disclosed to any third party, save as provided in these Terms and Conditions of Use or pursuant to the applicable legislation.

8.3 Information relating to the Cardholder will be recorded on the Bank's database and used, analysed and assessed by the Bank and other members of the group of companies of which the Bank forms part in servicing the Cardholder's relationship with the Bank. This information, including the nature of the Card Transactions, will be disclosed to members of the said group of companies and others, in order to provide the Cardholder with the service applied for, for marketing purposes, for the purposes of fraud prevention, for audit and debt collection, and to enable services to be processed for the Bank in Malta and overseas.

8.4 The Bank may also disclose information about the Cardholder and the conduct of the Account to any person to whom the Bank transfers its rights and obligations under these Terms and Conditions of Use.

8.5 More information about how the Bank processes personal data may be found [here](http://www.bnf.bank/privacy_policy). (www.bnf.bank/privacy_policy)

9 Statements and information on individual Card Transactions in terms of the Central Bank of Malta Directive no.1 on the provision and use of payment services ('The Directive')

- 9.1 The Bank will send Cardholders annual statements of Account/s.
- 9.2 In addition, if the Cardholder is a subscriber to the Bank's [internet] service, information on individual Card Transactions in terms of the Directive will be made available to the Cardholder electronically. This information will be provided and updated real time. If the cardholder requires this information on paper, a charge may apply in accordance with the Bank's Tariff of Charges.
- 9.3 If the Cardholder is not a subscriber to the Bank's [internet] service, information on individual Card Transactions in terms of the Directive will be made available to the Cardholder once monthly, upon request, at any of the Bank's branches or by calling the Bank's Customer Care on 2260 1000 or Freephone Number 8007 3200. If the Cardholder requests this information more than once monthly, a charge may apply in accordance with the Bank's Tariff of Charges.
- 9.4 Any charges for paper statements other than the information on individual Card Transactions in terms of the Directive continue to apply in accordance with the Bank's Tariff of Charges.
- 9.5 The Cardholder is 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 the Cardholder considers that a Card Transaction on the Account is unauthorised or in any manner incorrect.

10 Communication

10.1 Unless otherwise provided any notice required to be given under these Terms and Conditions of Use 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 of Use shall be notified to the Account holder either in writing, including, with the exception of Card and PIN, by such electronic means as SMS or email (whether through the Bank's [internet] service or otherwise) or where permitted, by publication in the press, at any of the Bank's branches or on the Bank's [website www.bnf.bank](http://www.bnf.bank). When mailed, any such document shall, at the Bank's option, be sent to the address stated in the 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.

10.2 The Bank may, in the event of suspicion of breach of the security of the Card, or of unauthorised or fraudulent use of the Card, communicate with the Cardholder by phone, email, SMS or any other means regarding specific Card Transactions. The Cardholder must therefore ensure that the contact details s/he provides are accurate and that s/he notifies the Bank promptly of any changes in such details. If the Cardholder is in receipt of an SMS notification pertaining to a specific Card Transaction that is not authorised by the Cardholder, s/he must inform the Bank immediately via the Bank's Customer Care on 2260 1000 or Freephone Number 8007 3200 to enable the necessary action to be taken.

11 Right to receive the Terms and Conditions of Use

During the duration of this Agreement, the Cardholder may at any time request a copy of these Terms and Conditions of Use or as they may be amended from time to time.

12 Complaints

Any complaints regarding the Card should ideally be first discussed with an official of the branch where the Account is domiciled. If the response is not satisfactory, one may:

- contact the Bank's Customer Care on 2260 1000 or Freephone Number 8007 3200; or
- write to The Manager Customer Complaints, BNF Bank plc, 203, Level 2, Rue D'Argens, Gzira, GZR 1368; or send a secure message via Internet Banking.

In the event that the Cardholder is still not satisfied with the Bank's reply or no agreement was reached with the Bank, the Cardholder may refer the matter in writing to the Office of the Arbiter for Financial Services, as per the contact details provided below:

The Office of the Arbiter for Financial Services, First Floor, Pjazza San Kalcidonju, Floriana FRN 1530, Malta.

Further information may be obtained through the official website: www.financialarbiter.org.mt; Freephone (local calls): 8007 2366 and Telephone: 2124 9245.

13 General

- 13.1 The Bank may transfer its rights and obligations under this Agreement, but the Cardholder's rights hereunder will not be affected by such an event.
- 13.2 The Bank may from time to time make additional services or benefits available to the Cardholder as a result of his/her holding an Account and having a Card, and the Cardholder hereby authorises the Bank to divulge to third parties any information that may be required for such services or benefits to be made available to the Cardholder. The Bank will inform the Cardholder about any additional charges and terms that may apply. The Bank may change or withdraw such services or benefits by giving the Cardholder reasonable notice.
- 13.3 If the Bank chooses not to exercise any rights it has against the Cardholder, this shall not imply a waiver of such rights and subject to any applicable periods of prescription, the Bank shall be entitled to exercise any such rights at any time.
- 13.4 The Bank will charge interest at the interest rates applicable for debit balances in relation to the Account as published by the Bank from time to time on amounts that are owed to it by the Cardholder.
- 13.5 Unless otherwise agreed, the English language will be used for the purpose of interpreting this Agreement and for all communications in connection with this Agreement.
- 13.6 This Agreement shall be governed by and construed in accordance with the Maltese law and all disputes between the parties shall be subject to the exclusive jurisdiction of the Maltese Courts.

14 Termination and Suspension

- 14.1 The Cardholder may terminate this Agreement, which is for an indefinite term, and cancel the Card at any time by giving the Bank written notice and returning the Card cut in half. In the event that the Cardholder terminates this Agreement, s/he shall also be responsible to cancel all standing instructions or authorities s/he shall or may have given in relation to payments to and/or from the Account; provided that the Cardholder shall remain responsible for any Card Transactions made through the Account after termination of this Agreement.
- 14.2 The Bank may terminate this Agreement or withdraw the Card at any time by giving the Cardholder two months' notice in writing 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 the Cardholder of these Terms and Conditions of Use, in which case, termination or cancellation will be immediate.
- 14.3 In addition, the Bank may, at any time, suspend the use of the Card for any objectively justified reasons including the security of the Card, the suspicion of unauthorised or fraudulent use of the Card or a breach or a possible breach by the Cardholder of these Terms and Conditions of Use. In such cases, where possible, the Bank will inform the Cardholder 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 the Cardholder by telephone or by any available or appropriate means.

- 14.4 Reactivation of a Card or an Account which has been suspended by the Bank on account of a breach by the Cardholder of these Terms and Conditions of Use is subject to a charge in accordance with the Bank's Tariff of Charges.
- 14.5 Termination of this Agreement will not affect any rights or obligations of the Bank or the Cardholder including the Cardholder's liability to the Bank existing at that time and upon termination the Bank 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.
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Specific Terms & Conditions for operating the BNF Bank 3D Secure Service

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 3D Secure Service 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 the Cards.

Read the above 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 "BNF Internet Banking" shall mean the Bank's online internet banking service;
- 1.2 "Card" shall mean any debit or credit card issued by the Bank in the name of a physical or natural person;
- 1.3 "Cardholder" shall mean any person holding a Card;
- 1.4 "3D Secure Merchant" shall mean 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;
- 1.5 "3D Secure Merchant Website" shall mean a website operated by a 3D Secure Merchant;
- 1.6 "Issuer" shall mean BNF Bank plc, hereinafter also referred to as 'the Bank';
- 1.7 "One Time Password" shall mean 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;
- 1.8 "Payment" shall mean an act, initiated by the Cardholder to purchase a product or service or transfer any funds online using a Card;
- 1.9 "Service" means the BNF 3D Secure Service as defined and described in these Terms and Conditions.

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 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 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.
- 2.6 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 without giving any reasons.

3. Using the BNF 3D Secure service

- 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;
- 3.4 Different One Time Passwords will be issued in respect of each online transaction with 3D Secure Merchants using the Card.

4. Limitation of liability

- 4.1 The Cardholder shall ensure that he/she advises the Bank immediately of any change in the mobile phone number to which One Time Passwords are to be sent in connection with the Service. In addition the Cardholder shall 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 to the Cardholder;
- 4.2 The Cardholder must ensure that information that he/she provides 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 the relative One Time Password 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, 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 loss or damage arises from the Bank's gross negligence or wilful intent;
- 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);
- 4.7 The Cardholder furthermore agrees to indemnify the Bank against all actions, proceedings, claims, losses, charges, expenses (including but not limited to legal fees and expenses) which the Bank may incur directly or indirectly, by reason of the Cardholder's use of the Service or as a result of any breach of these or any other applicable Terms and Conditions by the Cardholder;
- 4.8 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 Customer prior reasonable notice and the Customer 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 Customer 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 reasonable prior 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 acts 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 or 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'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. Governing Law and Jurisdiction

- 6.1 The Service and these Terms and Conditions shall be governed by and construed in accordance with the Laws of Malta
- 6.2 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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10th January 2023

Dear customer,

Depositor Compensation Scheme

BNF Bank would like to take this opportunity to remind you of the protection that the Depositor Compensation Scheme offers to deposit account holders.

Schedule

Depositor Information Sheet

Basic information about the protection of deposit	
Deposits in BNF Bank p.l.c. are protected by:	the Depositor Compensation Scheme ¹ , established under Regulation 4 of the Depositor Compensation Scheme Regulations, 2015.
Limit of protection:	EUR100,000 per depositor, per credit institution. ²
If you have more deposits at the same credit institution:	all your deposits at the same credit institution are “aggregated” and the total is subject to the limit of EUR100,000.
If you have a joint account with other person(s):	the limit of EUR100,000 applies to each depositor separately. ³
Reimbursement period in case of credit institution’s failure:	20 working days. ⁴
Currency of reimbursement:	Euro.
Contact:	Depositor Compensation Scheme c/o Malta Financial Services Authority Notabile Road, Attard BKR3000, Malta. Tel: (+) 356 21441155 e-mail: info@compensationschemes.org.mt
More information:	www.compensationschemes.org.mt

.../continues overleaf

BNF Bank p.l.c.

Registered in Malta: C41030

**203, Level 2, Rue D’Argens,
Gzira, GZR 1368, Malta****Tel: +356 2260 1000
Fax: +356 2131 2000****www.bnf.bank
customercare@bnf.bank**

1Scheme responsible for the protection of your deposit

Your deposit is covered by a statutory Deposit Guarantee Scheme. If insolvency of your credit institution should occur, your deposits would in any case be repaid up to EUR100,000.

2General limit of protection

If a deposit is unavailable because a credit institution is unable to meet its financial obligations, depositors are repaid by the Depositor Compensation Scheme, in accordance with the regulations. This repayment covers a maximum of EUR100,000 per credit institution. This means that all deposits at the same credit institution are added up in order to determine the coverage level. If, for instance, a depositor holds a savings account with EUR90,000 and a current account with EUR20,000, he or she will only be repaid EUR100,000.

In addition to the protection described above, deposits may be protected in some cases up to a maximum of EUR500,000 for six months after the amount has been credited or from the moment when such deposits become legally transferable. In order to qualify for such higher protection, a deposit in excess of EUR100,000 must meet any one of the following additional criteria:

(A) it comprises:

- (a) monies deposited in preparation for the purchase of a private residential property by the depositor; or
- (b) monies which represent the proceeds of sale of a private residential property of the depositor; or

(B) it comprises sums paid to the depositor in respect of:

- (a) a separation, divorce or dissolution of their civil union; or
- (b) benefits payable on retirement; or
- (c) a claim for compensation for unfair dismissal; or
- (d) a claim for compensation for redundancy; or
- (e) benefits payable for death or bodily injury; or
- (f) a claim for compensation for wrongful conviction.

More information can be obtained under www.compensationschemes.org.mt.

3Limit of protection for joint accounts

In case of joint accounts, the limit of EUR100,000 applies to each depositor. However, deposits in an account to which two or more persons are entitled as members of a business partnership, association or grouping of a similar nature, without legal personality, are aggregated and treated as if made by a single depositor for the purpose of calculating the limit of EUR100,000.

4Reimbursement

The responsible Deposit Guarantee Scheme is the Depositor Compensation Scheme, c/o Malta Financial Services Authority, Notabile Road, Attard BKR3000, Malta; Tel: (+)356 21441155; email: info@compensationschemes.org.mt. It will repay your deposits up to EUR100,000 within 20 working days until 31 December 2018; within 15 working days from 1 January 2019 until 31 December 2020; within 10 working days from 1 January 2021 until 31 December 2023; and within 7 working days from 1 January 2024 onwards. Until 31 December 2023, where the Depositor Compensation Scheme cannot make the repayable amount(s) available within 7 working days, depositors shall have access to an amount, equivalent to three times the gross weekly minimum wage to cover the cost of living, within 5 working days of a request

from the depositor. The Deposit Compensation Scheme shall only grant access to such amount within 5 working days on the basis of data provided by the credit institution. Such amount shall be deducted from the compensation which may be payable. If you have not been repaid within these deadlines, you should make contact with the Depositor Compensation Scheme since the time to claim reimbursement may be barred after a certain time limit. Further information can be obtained from www.compensationschemes.org.mt.

Other important information

In general, all retail depositors and businesses are covered by the Depositor Compensation Scheme. Exceptions for certain deposits are stated on the website of the Depositor Compensation Scheme. Your credit institution will also inform you on request whether certain products are covered or not. If deposits are covered, the credit institution shall also confirm this on the statement of account.

Depositor Compensation Scheme Regulations 2015

Deposits which are excluded from protection in terms of Regulation 9(2)

A deposit is excluded from protection under the Depositor Compensation Scheme if:

1. the deposit arises out of transactions in connection with which there has been a criminal conviction for money laundering;
2. the holder and any beneficial owner of the deposit has never been identified in accordance with prevention of money laundering requirements at the compensation date;
3. it is made by a depositor which is one of the following:
 - a. credit institution for deposits made on its own behalf and for its own account
 - b. financial institution
 - c. investment firm
 - d. insurance undertaking
 - e. reinsurance undertaking
 - f. collective investment undertaking
 - g. pension or retirement fund
 - h. public authority;
4. it consists of debt securities issued by a credit institution and liabilities arising out of own acceptances and promissory notes;
5. the deposit is held with a credit institution participating in the Depositor Compensation Scheme but in a branch of that credit institution which is located in a non-EEA* Member State.

* The 'EEA' stands for the European Economic Area which currently comprises the 27 EU Member States (i.e. Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden) plus, Iceland, Liechtenstein and Norway.

