

## ***Additional Terms and Conditions for Online Services***

***Version: July 2019***

## 1. General

- 1.1. These Additional Terms and Conditions for Online Services (the “**OS Terms**”) govern the access to and the use of the Online Services provided by us through our Website. By signing the Application Form and also by using the Online Services, you accept these OS Terms (as may be amended from time to time) and you warrant to us that the information you have provided to us is true and correct.
- 1.2. These OS Terms together with the Application Form apply in addition to the General Terms and Conditions for Banking Services (the “**Banking Terms**”) and form an integral part of the Agreement you have with us. The Online Services may also be used where we provide Investment Services; in that case, these OS Terms will apply in addition to the General Terms and Conditions for Investment Services (the “**Investment Terms**”), and will form an integral part of the Investment Services agreement between you and us. If there is any conflict between the Banking Terms or the Investment Terms, and these OS Terms, these OS Terms will prevail.
- 1.3. These OS Terms, together with the Application Form, apply to the Online Services provided in respect of any Account or Portfolio Account held with us, to which the Online Services are linked (each an “**Authorised Account**”).
- 1.4. You may designate one or more persons as Signatories authorised to use the Online Services on your behalf (including to give us Instruction and to bind you through the Online Services). You may also designate one or more persons with viewing rights and, or the right to input data and prepare Instructions (including Payment Orders) through the Online Services, but who will not be authorised to give such Instructions or to bind you (“**Restricted Users**”). Signatories and Restricted Users will be referred to in these OS Terms as “**Users**”.

Each User will be required to sign the Application Form or other form specified by us, and by doing so the User will accept the Terms and Conditions for the use of the Online Services by a Signatory or Restricted User (the “**User’s Terms**”) which will apply (together with the Application Form) to the use of the Online Services in respect of the Authorised Accounts. Accordingly, each User will be subject to the User’s Terms in respect of any Authorised Account. You must ensure that each User uses the Online Services in respect of any Authorised Account in accordance with these OS Terms and the User’s Terms. You will be liable for any loss or damage arising from the User’s fraud, wilful default, negligence or any breach of any of the provisions of the OS Terms of the User’s Terms in respect of any Authorised Account.

- 1.5. If you appoint any User which is a company, partnership or other form of legal entity (a “**Corporate User**”), the Corporate User must appoint one or more directors, officers, employees or other individuals to act on its behalf (each a “**User’s Representative**”), and notify us of the appointment, replacement and removal of any User’s Representative, in accordance with the User’s Terms. We are not obliged to inform you of any such notification given by the Corporate User. The appointment, replacement and removal of any User’s Representative will be governed by the User’s Terms.

If a User is a Corporate User, references to the User in these OS Terms are to be read as the Corporate User acting through the relevant User’s Representative, where applicable.

- 1.6. You acknowledge and accept that you and, or any User designated to use the Online Services in respect of any Authorised Account, may also be authorised to use the Online Service in respect of one or more cash and, or Portfolio Accounts held in the User's own name (alone or jointly with one or more other persons) or in the name of one or more third parties ("**Third Party Account(s)**"). You and each User will only have one User ID and Password, and the same App, for the access to and use of the Online Services in respect of any Authorised Accounts and Third Party Accounts (if any).

When you or any User access and use the Online Services in respect of any Third Party Account, this will be subject to the terms and conditions agreed to between us, the User, and, or the third party holding the Third Party Account, and will not be governed by these OS Terms or the User's Terms which apply only in respect of the Authorised Accounts.

- 1.7. Please read these OS Terms carefully, and keep a copy in a safe place. We will provide you, on request and without charge, with a copy of these OS Terms in paper or in electronic form.

## 2. Definitions

- 2.1. Words and expressions used in these OS Terms have the meaning given to them in the Glossary to the General Terms and Conditions for Banking Services (available from our Website), unless otherwise stated.

## 3. Duration

- 3.1. These OS Terms will enter into effect when we accept to provide the Online Services in respect of any Authorised Account, and will remain in effect until they are terminated in accordance with Clause 18.
- 3.2. If we have already accepted to provide the Online Services in respect of any Authorised Account, these OS Terms will enter into effect on and replace any previous terms and conditions or other form of agreement on the same subject matter from the date notified to you. You will be deemed to have accepted these OS Terms, unless you notify us that you do not accept the changes they entail before the date notified to you. If you reject the changes, you have the right to terminate these OS Terms immediately before the date notified to you when the changes would have applied. Your notice objecting to or rejecting the proposed changes to these OS Terms will be treated as a notice of termination.

## 4. Online Services

- 4.1. We will provide the Online Services to enable you and, or any Signatory (acting on your behalf) to view information on the Authorised Accounts, give Instructions to us in relation to Authorised Accounts, communicate with us in relation to the relevant services, and obtain information, services and products from us, subject to these OS Terms. The Online Services may also be used by Restricted Users with powers to view information on the Authorised Accounts and, or to input data and prepare Instructions, but without the power to authorise or send Payment Orders or other Instructions or to otherwise bind you in respect of the Authorised Accounts.
- 4.2. If you or any Signatory are not authorised to act as sole signatory in respect of an Authorised Account, any Instructions given by you or such Signatory through the Online Services will not be processed unless and until you and, or all Signatories as may be required have duly authorised the same through the Online Services or otherwise as may be accepted by us.
- 4.3. You are responsible for all Instructions given and transactions carried out in respect of any Authorised Account through the Online Services, by you or any User. This will also be the case if you use, or allow any User to use, a Third Party Provider (TPP) in respect of any payment account held with us which is accessible through the Online Services, as explained in Clause 10.

- 4.4. We are not obliged to notify you of any Instructions given or transactions carried out by any Signatory using the Online Services in respect of an Authorised Account, even when an Instruction or transaction requires your authorisation or the authorisation of a joint Signatory on the Authorised Account.
- 4.5. We have the right to determine and vary the scope and type of the Online Services available to you or any User in respect of any Authorised Account at any time, including, without limitation:
  - 4.5.1. expanding, modifying or reducing the Online Services;
  - 4.5.2. imposing and varying any restrictions on the use of the Online Services such as minimum and, or maximum limits for Instructions and transactions which may be carried out;
  - 4.5.3. prescribing and changing the hours during which the Online Services are available and any cut-off time for any type of service, product, Instruction or transaction;
  - 4.5.4. reducing or re-setting any Instruction or transaction limits to a lower value or to zero if the relevant products or services have not been used for a period of time, as part of our internal risk management process;
  - 4.5.5. restricting the Online Services to particular Authorised Accounts.

## 5. Use of the Online Services

- 5.1. We will provide you (if you are an individual) and each User (or in the case of a Corporate User, the User's Representative) with a User ID, an initial Password and the activation code (and QR code) for the App (described in Clause 6), to start using the Online Services, unless we have already provided these to you or the relevant User. When accessing the Online Services for the first time, you may be requested to activate the Online Services and to install and activate the App in the manner specified by us and you will be requested to change the initial Password for the Online Services, and to create the security credentials for the App.

Each User will be allowed to access and use the Online Services on your behalf in accordance with the User's Terms and you must ensure that each User uses the Online Services in accordance with these OS Terms and the User's Terms, in respect of the Authorised Accounts.

- 5.2. You undertake to ensure that the Online Services, the Device and the App are used (by you and any User) in accordance with the Spar Key Technical Document, the Online Banking User Manual and notices available on the Spar Key webpage on the Website, and such other manuals, instructions, directions and guidelines as we may provide or make available from time to time.
- 5.3. The Online Services are for your sole and exclusive use for the purposes of the relevant services that we may provide. You will not use or allow any other person to use the Online Services in connection with any illegal or unauthorised purpose or activity. You will notify us as soon as practicable if you become aware of or suspect such illegal or unauthorised use or the use by any person other than you or any authorised User.
- 5.4. The Bank has no control over any Device or the security credentials (PIN and, where enabled, fingerprint) you or any User may use for the App. You must ensure that the App and the Device on which it is installed is used in accordance the End User Licence Agreement (EULA) and these OS Terms. When the App is activated on your Device, it is meant for your sole and exclusive use and you will not allow any other person to use it. You must keep the personalised security credentials provided by us and the security credentials you use for the App safe and protect them as explained in Clause 7.

- 5.5. You will not, and will not attempt to decompile, reverse-engineer, translate, convert, adapt, alter, modify, enhance, add to, delete or in any way tamper with, or gain access to, any part of the Website, Online Services or any internet site, the App or any software comprised in them.
- 5.6. You are responsible for the supply and maintenance of any Device, computer system and any other equipment, hardware and software that may be required for the proper use of the App and the Online Services and for ensuring their compatibility with the systems and software used for the provision of the App and the Online Services, in respect of the Authorised Accounts.
- 5.7. You agree to be bound by the EULA governing the App and any terms of the licence or similar agreement governing the use of any software or system required to enable the use of the Online Services in respect of the Authorised Accounts. If you do not agree to such EULA, terms or agreement you should not use or allow any User to use the App or the Online Services.
- 5.8. You will provide such information as we may reasonably request for the purpose of providing the App or the Online Services in respect of the Authorised Accounts from time to time.
- 5.9. The App and the Online Services are not directed or offered to, nor intended for use by, any person in any jurisdiction where the offer or use would be contrary to applicable law or regulation. It is your responsibility to ensure that the use of the App and the Online Services in respect of the Authorised Accounts is in accordance with the applicable laws (in Malta or any other country or jurisdiction). We recommend that you seek independent professional advice on legal, tax and other issues in connection with the use of the App and the Online Services and any transactions which may affect you or any User under applicable laws.
- 5.10. The App, the Online Services or any marketing or promotional messages displayed as part of the App or the Online Services should not be regarded as an offer or solicitation to buy or sell investments or make deposits or solicitation to subscribe to any other product or service, to any person residing in a jurisdiction outside Malta, where it is unlawful to make such an invitation or solicitation.

## 6. The Spar Key App

- 6.1. An activated App, linked to the Online Services provided to you, is required for authentication purposes where you (if you are an individual) or a User acting on your behalf:
  - 6.1.1. access the Online Services;
  - 6.1.2. initiate a transaction in respect of an Authorised Account through the Online Services;
  - 6.1.3. carry out any action through the Online Services which may imply a risk of payment fraud or other abuses, as may be determined by the Bank.
- 6.2. Authentication through the App will be based on the following Authentication Elements:
  - 6.2.1. possession of the App, connected to the Device on which it is installed; and
  - 6.2.2. knowledge of the PIN for the use of the App; or
  - 6.2.3. fingerprint, read by the Device on which the App is installed (if applicable).

You are responsible for ensuring that the Authentication Elements are created in a safe and secure environment and are kept safe and secure at all times.
- 6.3. Authentication with the App will result in the generation of a one-time authentication code to access the Online Services, to initiate a transaction or to carry out any other action mentioned in Clause 6.1.3.

- 6.4. The App must be downloaded from an authorised source, namely Google Play Store, Apple App Store or, for Windows, from the Online Services.
- 6.5. The App must be installed on a Device which meets the following requirements and conditions:
  - 6.5.1. the Device must be a mobile or desktop device that meets the minimum system specifications set out in the Spar Key Technical Document and such other documents as may be provided or made available by the Bank from time to time;
  - 6.5.2. the Device ensures a stable and secure internet or WiFi connection when installing, activating and using the App and network specifications set out in the Spar Key Technical Document available Spar Key webpage on the Website;
  - 6.5.3. the Device or its operating system has not been modified outside the device or operating system of vendor supported or warranted configurations; this means that Devices that are “jail broken”, “rooted” or otherwise tampered with may not be used;
  - 6.5.4. the Device must be for your exclusive use or the exclusive use by the User (as the case may be), or, in the case of a desktop device, the App installed on the Device must be accessible only through your or the User’s profile, which profile must be for the exclusive use by you or the User (as the case may be) and must be adequately secured to prevent unauthorised access by any other person;
  - 6.5.5. such other requirements and conditions as may be set out in the Online Banking User Manual, the Spar Key Technical Document or notices on the Spar Key webpage, from time to time.
- 6.6. The App must be activated with the personalised security credentials provided by the Bank, namely the User ID and activation code for the Spar Key App (which will be in the form of a QR code, for mobile devices). Activating the App will result in the creation of a virtual smart card stored cryptographically within the App, linked to the Device.
- 6.7. You (if you are an individual) are, and each User is, entitled to install the App on up to three (3) different Devices; only one App per Device can be used. For each Device, as separate activation code is required in order to activate the App. If you uninstall or otherwise deactivate the App on a Device, you will no longer be able to access the Online Services with that Device, unless and until the App is installed and activated again on that Device. If the App is activated on a Device, requests for the activation of the App on an additional Device may be made through the Online Services.
- 6.8. The App must be used in accordance with the End User Licence Agreement (EULA), a copy of which is available from our Website, and these OS Terms. The use of the App is subject to the restrictions set out in the EULA, the Online Banking User Manual, the Spar Key Technical Document and notices on the Spar Key webpage.
- 6.9. The Bank may provide or make available updates to an existing version of the App and upgrades through a new version of the App. It is your responsibility to ensure that you and any User use the correct and updated version of the App on each Device.
- 6.10. If an App is permitted to be used by a User or any other person acting on your behalf, it is your responsibility to ensure that such person abides by your obligations related to the use of the App and the security credentials, and any other obligations under these OS Terms and the EULA.
- 6.11. In order to de-activate and remove the App on any Device, you or the relevant User must:
  - 6.11.1. de-link the Device from your or the User’s profile via the Online Services;

- 6.11.2. remove the User ID from the App; and
- 6.11.3. uninstall the App from the Device.
- 6.12. The EULA will terminate automatically when you uninstall the App and on such other grounds as set out in the EULA.
- 6.13. The EULA will also terminate upon termination of these OS Terms in accordance with Clause 18.
- 6.14. Upon termination of the EULA you must immediately de-activate and remove the App from the relevant Device, if you have not already done so.
- 6.15. If you, or any User, intend to sell, give away or otherwise transfer or dispose of a Device, you or the relevant User must de-activate and remove the App immediately on the Device, and notify us that the Device is no longer in use for the App.
- 6.16. If any User ceases to be authorised to use the App or the Online Services on your behalf, you must notify us immediately, and disconnect the User from your profile through the Online Services. You must also ensure that the User de-activates and removes the App immediately on all User's Device(s) and, upon request, confirm to us that the User has done so, except if and as long as the User is authorised to continue using the Online Services and App in respect of any Third Party Account.

## 7. Security

- 7.1. You must follow the instructions, directions and, or guidance provided by us in creating or changing the Password and PIN and in using the App, the Device and the Online Services, for the purposes of ensuring the security of the Online Services.
- 7.2. You will act in good faith and exercise reasonable care and diligence in ensuring the following:
  - (i) keeping the User ID, the Password for the Online Services and the PIN (and, where applicable, the fingerprint) for the App, safe and secure, (ii) preventing unauthorised or fraudulent use of the Online Services or the App, and (iii) generally, preventing the use of the Online Services or the App by any unauthorised person or for unauthorised purposes. In particular, but without limitation, you will ensure that:
    - 7.2.1. the User ID, the Password and PIN (and, where applicable, the fingerprint) for the App are kept secret, cannot be discovered by any other person, and are not, at any time or under any circumstance, disclosed to any other person or permitted to come into the possession or control of any other person;
    - 7.2.2. the written details, including the personalised security credentials such as the activation code for the App, initial Password and User ID, that we provide to you are destroyed and the User ID, the Password and the PIN (and, where applicable, the fingerprint) for the App are not recorded in any form that can be recognised or easily accessed by any other person;
    - 7.2.3. you (if you are an individual) and each User have the exclusive use of the Device on which the App is installed, and do not give your Device, or allow access to the Device, the App or the Online Services, to anyone not authorised to use it;
    - 7.2.4. no information about the Device, the App or the Online Services is provided that would enable anyone not authorised to use it, and no one hears or sees such information when it is used;
    - 7.2.5. the Device is kept in a safe place, and the User ID, Password and PIN are kept separate from the Device;

- 7.2.6. the Password and PIN are unique, and at least, the PIN is different for each Device and the Password and PIN are different from any password or personalised security number used to access the Device;
  - 7.2.7. you try to remember the Password and the PIN, rather than keeping them in writing;
  - 7.2.8. information about the Authorised Account(s) containing personal details (such as User ID, transaction confirmations and statements) is kept safe and disposed of safely;
  - 7.2.9. the Password and PIN are changed frequently and when appropriate. You must ensure that your Password and, or PIN, or those of a User, are changed immediately if you reasonably suspect or become aware that they have become known to an unauthorised person or have otherwise been compromised; and
  - 7.2.10. any other precautions are taken as may be specified in the Online Banking User Manual, the Spar Key Technical Document or notices on the Spar Key webpage, from time to time.
- 7.3. You have to notify us immediately when you become aware of or reasonably suspect:
- 7.3.1. any accidental or unauthorised disclosure to or unauthorised use by any person of your User ID, the Password or PIN, or those of any User;
  - 7.3.2. the fraudulent use of the Online Services or the App or the use of the Online Services or the App by any unauthorised person or for unauthorised or unlawful purposes, or any other form of abuse;
  - 7.3.3. that your User ID, Password or PIN (or, where applicable, fingerprint), or those of any User, has been lost, stolen, misappropriated or come into the possession or control of any other person, or is otherwise compromised;
  - 7.3.4. that your Device or any User's Device is lost, stolen, misappropriated, hacked or otherwise compromised; or
  - 7.3.5. you or any User have breached these OS Terms or the User Terms.
- The notification must be made by e-mail or telephone using the contact details specified in the Directory, or, where possible, through the Online Services. We may request additional confirmation and information, at our discretion.
- When we receive such notification, we may take such measures as we consider necessary or appropriate, including but without limitation those set out in Clause 7.7.
- 7.4. You will provide us with the information and all reasonable assistance we may require, and co-operate with us and with the police or any competent authority in our or their efforts to investigate any unauthorised or fraudulent use of the Online Services or App. If you are asked to report this to the police or any competent authority, you must do so as soon as possible.
- 7.5. If you or any User are in breach of the EULA, the OS Terms or the User's Terms, including (but without limitation) any breach of the restrictions and conditions for the use of any Device, the App or the Online Services or failure to notify us in accordance with Clause 7.3, we may, at our discretion, take such measures as we consider necessary or appropriate, including but without limitation those set out in Clause 7.7.



- 7.6. We are required to perform transaction monitoring in order to detect unauthorised or fraudulent transactions for the purpose of implementing security measures related to strong customer authentication. If we become aware of or reasonably suspect a potential or actual unauthorised or fraudulent transaction, we may, at our discretion, take such measures as we consider necessary or appropriate, including (but without limitation) those set out in Clause 7.7.
- 7.7. Where we consider it necessary or appropriate to ensure the security and safety of the Online Services or the use of the App, and any other services offered or provided to you, any User or any other person, we may take one or more of the following measures at our discretion:
- 7.7.1. contact you or any User, the Emergency Contact or other person to gather, confirm or verify relevant information;
  - 7.7.2. refuse to act on any Instruction in accordance with the Banking Terms or the Investment Terms, as applicable, or Clause 9.8;
  - 7.7.3. reject, reverse or recall any payment or delivery of securities in accordance with the Banking Terms or the Investment Terms, as applicable;
  - 7.7.4. temporary or permanent block the App and, or the Online Services, in accordance with Clause 8;
  - 7.7.5. request you and, or any User to de-activate and remove the App on any or all Devices in accordance with Clause 6.11;
  - 7.7.6. terminate these OS Terms or the Agreement, and, or any User's Terms with any User in accordance with Clause 18.
- 7.8. If we need to inform you or any User in the event of suspected or actual fraud or security threats, we may do so by telephone on a verified telephone number, by electronic mail to an Authorised E-mail and, or through the Online Services, as we may consider appropriate given the circumstances. If you or a User provide us with an Emergency Contact, we may give the information to the Emergency Contact only, and the information will be deemed to have been duly given to you or the User, as the case may be.

If we inform you of an incident, you must take all such measures that we request you to take to mitigate the adverse effects of the incident as soon as possible.

- 7.9. You will be responsible for and bear any loss or damage resulting from the use of the Online Services or the App by any unauthorised person or for unauthorised purposes, until we have received notification or if you or any User have acted fraudulently or failed to fulfil any of your or its obligations under these OS Terms or the User's Terms with intent or negligence.

We will not be liable for any loss or damage suffered by you, any User or any other person as a result of (i) any breach of conditions and requirements for the use of the App, any Device or the Online Services or any other obligation of the Customer or any User under the OS Terms or the User's Terms, or (ii) for any measures we may or may not take as referred to in Clause 7.7 or in order to ensure compliance with our obligations under applicable law or regulation, except if and to the extent that such loss or damage results directly from fraud, gross negligence or the failure to perform our obligations under the OS Terms or User Terms on our part. In no event will we be liable to you, any User or any other person for any indirect, incidental, moral, special or consequential loss or damage of any kind, or for any loss of profits, revenue or savings (actual or anticipated), or economic loss, or loss of data or loss of goodwill (whether or not the possibility of such loss or damage was known or otherwise foreseeable).

The provisions of this Clause apply to the fullest extent permitted by law, also to Qualifying Payment Transactions, and will survive the termination of these OS Terms.

7.10. The Online Services are accessed and the App is used through the internet, which is a public system over which we have no control. It is therefore your duty to make sure that any Device, computer or other device which you use or make available to any User to access and use the App and the Online Service is free from and adequately protected against computer viruses and other destructive or disruptive components. Due to the nature of the Online Service and App, we will not be responsible for any loss of or damage to your data, software, computer, computer networks, telecommunications or other equipment caused by accessing or using the Online Service or the App, except if and to the extent that such loss or damage is directly caused by our negligence, wilful default or fraud or the failure to perform our obligations under the OS Terms or User Terms on our part. You acknowledge that there may be a time lag in transmission of Instructions, information or communications via the internet.

## 8. Blocking of the Online Services or the App

8.1. We reserve the right to block, temporarily or permanently, the use of the Online Services and, or the App by you and, or any or all Users, in respect of any or all Authorised Accounts, in the circumstances set out in these OS Terms and the User's Terms. When the use of the Online Services is blocked for you or any User, this means that the Online Services will be suspended (in the case of a temporary block) or terminated (in the case of a permanent block) for you or such User in respect of the Authorised Accounts.

Blocking may be effected by:

8.1.1. disconnecting the App on any or all Devices of the Customer, and, or User from the Customer's and, or User's profile on the Online Services; or

8.1.2. locking access to the Online Services by the Customer and, or any or all Users.

Permanent blocking of the Online Services will result in the automatic termination of the OS Terms and, or the User Terms in respect of the Authorised Accounts.

8.2. We may block the use of the Online Services and, or the App, by you and, or any User (as the case may be), if:

8.2.1. five (5) failed authentication attempts take place consecutively;

8.2.2. if we are notified, become aware or reasonably suspect that a User is no longer authorised to act on your behalf;

8.2.3. we suspect or are aware of improper, unauthorised or fraudulent use of the App or the Online Services or any other form of abuse;

8.2.4. you or any User notify us of actual or suspected unauthorised or fraudulent use of the App or the Online Services or any other form of abuse, or of any of the other circumstances referred to in Clause 7.3;

8.2.5. in the case of an incident or security threat which may concern you or any other customer or user or the Online Services or the Bank's systems as a whole;

8.2.6. in case of a credit line, a significantly increased risk that you may be unable to fulfil your liability to pay;

8.2.7. a breach of these OS Terms or any other part of the Agreement by you, any User or any other person acting on your behalf, or a breach of the User's Terms by any User;

8.2.8. for maintenance purposes or to improve the quality of the Online Services; or

8.2.9. we consider there to be any other objectively justified reasons.

8.3. We are not required to give you prior notice of a temporary block. However, you will be notified before the block is made permanent, unless we are prohibited from doing so under applicable law or by a competent authority.

8.4. If the use of the Online Services or the App is temporarily blocked, we may (i) un-block the Online Services or the App after the period for blocking has expired or if we are reasonably satisfied that the reason for blocking no longer exists, or (ii) impose a permanent block if the reason for blocking continues to exist beyond a reasonable amount of time.

You or the relevant User may request us to restore access and use of the Online Services or the App by contacting us by e-mail or telephone, using the contact details specified in the Directory, and we may accept such request if we are reasonably satisfied that the reason for blocking no longer exists. If the request is made by a User, we do not have to inform you of such request.

8.5. If the use of the Online Services or the App is permanently blocked, you or the relevant User must re-apply for the Online Services or the App, in the form and following the procedure required by the Bank. If the application is made by a User, we do not have to inform you of such application.

8.6. Any request to un-block the App and, or the Online Services must be made to us in writing or by telephone, using the contact details specified in the Directory. If the request is made by telephone we may ask you to confirm such request in writing.

8.7. Blocking and, or un-blocking of the Online Services or the App may be subject to OS Fees.

## 9. Instructions

9.1. You undertake to give all Payment Orders in respect of the Authorised Accounts (excluding Payment Orders related to standing orders) through the Online Services, unless the Online Services are unavailable or if we allow you to use another form of communication for this purpose at our discretion.

9.2. You authorise us to provide you with information on transactions and statements exclusively through the Online Services, unless otherwise agreed.

9.3. The confirmation of any Instruction by you (if you are an individual) or any Signatory entering the User ID, the Password and, where required, authenticating it with the App, is deemed to be your consent for us to complete the Instruction, and in the case of a Payment Order or instruction to carry out a transaction in respect of a Portfolio Account, your consent to initiate or execute the transaction for which the Instruction has been given. If an Instruction is given which requires your consent or the consent of you and, or one or more other Signatories, then the consent for us to complete the Instruction or to initiate or execute the transaction will only be deemed to be given once the consent from all relevant persons has been given in the form requested by us.

9.4. Any Instruction given to us through the Online Services by you (if you are an individual) or any Signatory, will not be considered to be received by us unless it is given in such manner and form as we may specify from time to time and until we have actually received it.

9.5. If the point of time of receipt of an Instruction is after the relevant cut-off time in terms of the Banking Terms or the Investment Terms (as applicable) or not on a Business Day, the Instruction is deemed to be received on the following Business Day.

- 9.6. Any Instruction given to us through the Online Services by you (if you are an individual) or a Signatory entering the User ID and the Password, and, where required, authenticating it with the App, may not be cancelled or withdrawn without our consent. All such Instructions given, as understood and accepted by us in good faith, will be binding on you, whether given by you or any Signatory or by any other person purporting to be you or a Signatory and, unless otherwise stated in the Banking Terms or the Investment Terms (as applicable), cannot be revoked.
- 9.7. We are authorised to act on any Instructions given to us, and we are under no duty to verify the identity or authority of the person giving any such Instruction or the authenticity of such Instruction apart from verifying your or the relevant Signatory's User ID, Password, and, where required, authentication through the App, and such other identifiers we have requested (if any). You declare and confirm that any information given to us is true and correct and you are responsible for the authenticity of the information given. We are not obliged to take any further steps to correct, supplement, confirm or authenticate the Instruction nor to reverse or adjust any transaction or other action carried out as a result of an Instruction. You will be responsible for and bear, and we will not be liable for, any loss or damage resulting from any transaction for which an Instruction was sent using your or any Signatory's User ID, Password, and, where required, authentication through the App and such other identifiers as we may require (if any). We are not liable if completing the Instruction or the execution of the transaction is delayed, carried out incorrectly or not carried out, due to incorrect or incomplete information. We have the right (but not the duty) to interrupt the processing of an Instruction in order to obtain any necessary additional or correct information. In the case of Qualifying Payment Transactions, our liability for an unauthorised payment transaction will be as provided in the Banking Terms.
- 9.8. We will only act on an Instruction insofar as it is in our opinion practicable and reasonable to do so and in accordance with our regular business practices and procedures, except where the Instruction relates to a Qualifying Payment Transaction, in which case the Payment Transaction will be executed in accordance with the Banking Terms. Without prejudice to the Banking Terms or the Investment Terms (as applicable), we may refuse to act on any Instruction for valid reasons, including, without limitation:
- 9.8.1. if insufficient funds are available on the relevant Authorised Account for the execution of the transaction to which the Instruction relates and any related Charges;
  - 9.8.2. if the Instruction is invalid, not clear or incomplete;
  - 9.8.3. if we cannot act on the Instruction because of any legal or regulatory requirement, court order or order from any competent authority;
  - 9.8.4. if we are aware or suspect that the App or the Online Services are used by any unauthorised person, for illegal or unauthorised purposes or otherwise in breach of these OS Terms, the Banking Terms or the Investment Terms (as applicable) or the User's Terms; or
  - 9.8.5. if we consider it necessary or appropriate to ensure the security and safety of the Online Services or the use of the App, and any other services offered or provided to the you, any User or any other person.

Unless we are prevented by law or a competent authority, we will notify you or the relevant Signatory, by e-mail or through the Online Services of our refusal to act on an Instruction.

We will not be liable for any loss or damage suffered as a result of our refusal to act on any Instruction.

- 9.9. Advice or confirmation that an Instruction has been received and, or a transaction has been effected through the Online Services will be provided by us by e-mail or through the Online Services. Such advice or confirmation will be deemed to have been received by you immediately after transmission and it is your duty to check such advice or confirmation. It is also your duty to enquire with us if you do not receive an advice or confirmation within the time usually required for a similar advice or confirmation to be received.
- 9.10. Information relating to any Authorised Account, Instruction or transaction made available through the Online Services is for reference only and information on account balances is not provided on a real-time basis. Once an Instruction is received by us and processed, the information relating to the Authorised Account, including any account balances, will generally be updated at the end of the relevant Business Day.
- 9.11. Our records of such Authorised Account, Instruction and transaction will be conclusive unless and until the contrary is established.

#### 10. Third Party Providers (TPPs)

- 10.1. You have the right to make use of a payment initiation service provider (“**PISP**”) to obtain payment services in respect of any payment account held with us which is accessible through the Online Services (a “**Designated Payment Account**”).
- 10.2. You have the right to make use of a payment account information provider (“**AISP**”) to enable access to account information in respect of any payment account held with us which is accessible through the Online Services (a “**Designated Payment Account**”).
- 10.3. Where you use any PISP or AISP (a “**Third Party Provider**” or “**TPP**”) in respect of one or more Designated Payment Accounts, you should be aware, and accept and agree, that:
- 10.3.1. we will only accept a TPP which is duly authorised and meets the relevant conditions and requirements under PSD2 (as implemented in the relevant jurisdiction);
- 10.3.2. it is your responsibility to give your valid consent to the TPP to access information and, or initiate payment transactions related to the Designated Payment Account(s). Where a TPP communicates with us or accesses our interface or system, we are entitled to, and we will assume, that you have given valid consent to the TPP and that the TPP is duly authorised to act on your behalf in any dealings the TPP may have with us in respect of any Designated Payment Account. We have no duty to verify whether you have validly given consent and authority to the TPP, and whether or for how long such consent or authority remains valid in respect of access to information, initiation of payment transactions or any other any dealings the TPP may have with us;
- 10.3.3. the TPP will need to use the dedicated access interface provided by the Bank in order to identify itself and to communicate securely with the Bank to request and receive information on one or more Designated Payment Accounts and associated payment transactions, or initiate a payment order and receive information related to the initiation and execution of the payment order;
- 10.3.4. it is your responsibility to ensure that the Unique Identifier(s) and other information that must be provided in order for a Payment Order to be properly initiated or executed, or to request information in respect of a Designated Payment Account is correct and complete. Where a Payment Transaction is initiated by a PISP, you cannot revoke the Payment Order after giving consent to the PISP to initiate the Payment Transaction and consent to the Bank to execute the Payment Transaction;

- 10.3.5. it is your responsibility to ensure that any Payment Order initiated by or through a TPP can be processed by and is acceptable to the Bank and does not infringe any limits or restrictions that may be imposed by the Bank or any of its correspondent banks or other intermediaries from time to time, including (but without limitation) limitations or restrictions in terms of currency, country of the Payee or the Payee's bank or payment service provider, the business activities of the Payee, the TPP or the Payee's bank or payment service provider, and any national or international sanctions and embargoes;
  - 10.3.6. the TPP will rely on the authentication procedures provided by the Bank to you and will be able to instruct the Bank to start authentication based on your consent. It is however your responsibility to ensure that the authentication procedure with the App is duly completed in accordance with these OS Terms, in order to access information or give a Payment Order in respect of any Designated Payment Account;
  - 10.3.7. in the case of loss of confidentiality of your personalised security credentials under the TPP's sphere of competence, the TPP is required to inform you without undue delay. If you receive such information from a TPP, you must notify us immediately, by telephone or e-mail, using the contact details specified in the Directory;
  - 10.3.8. if you suspect or become aware of any unauthorised or fraudulent access to any account or information by a TPP, including the unauthorised or fraudulent initiation of a payment transaction, you must immediately disable the TPP's access, through the Online Services, and notify us by telephone or e-mail, using the contact details specified in the Directory;
  - 10.3.9. we may deny a TPP access to a Designated Payment Account for objectively justified and duly evidenced reasons relating to unauthorised or fraudulent access to the payment account by that TPP, including the unauthorised or fraudulent initiation of a payment transaction. In such cases, we will inform you (as the payer) that access to the payment account is denied and the reasons thereof by e-mail or through the Online Services or in such other form as may be agreed. That information will, where possible, be given to you before access is denied and at the latest immediately thereafter, unless providing such information would compromise objectively justified security reasons or is prohibited by other relevant European Union or national law. We will allow access by the TPP to the Designated Payment Account once the reasons for denying access no longer exist.
- 10.4. A TPP is considered to be an agent acting on behalf of the Customer who in turn is considered to be the principal. By giving your consent to a TPP, you are authorising that TPP to act on your behalf in accessing information, initiating payment transactions and any other dealings the TPP may have with the Bank in relation to any Designated Payment Account or associated payment transactions, including where such dealings are requested or initiated by a User. Any access to information, initiation of payment transactions and other dealings with the TPP related to the Designated Payment Account(s) will be governed by the Agreement. Any acts and omissions of the TPP will be deemed to be acts and omissions of the Customer and the Customer will be liable to the Bank for any loss or damage suffered as a result of any acts and omissions of the TPP, to the widest extent permitted by law and except if and only to the extent that the Bank itself is liable for such loss or damage under the Agreement.
- 10.5. We do not accept any liability towards any TPP and do not give any indemnity and do not assume any other obligation in favour of any TPP or any other third party in its personal capacity. Any rights of the Customer under the Agreement do not extend to and are not given for the benefit of any TPP or other third party.

- 10.6. You undertake to assist us in bringing or defending any claims against or by any TPP. You agree to indemnify us and hold us harmless from all costs, expenses, penalties, claims, damages and any other losses incurred as the result of any acts or omissions of the TPP, except and to the extent that such losses result from fraud, negligence or the failure to perform our obligations under the Agreement on our part.
- 10.7. While have no duty to verify whether you have validly given consent and authority to the TPP, we reserve the right to request you to confirm whether or not any consent or authority given to the TPP is and remains valid in respect of any or all Designated Payment Accounts, and you must promptly provide such confirmation in writing. Failure to provide such confirmation in a timely manner may be considered to be confirmation that any consent or authority given to the TPP is not or no longer valid.
- 10.8. If you withdraw or revoke the consent or authority given to the TPP in respect of any or all Designated Payment Accounts or if your agreement with the TPP terminates for any reason whatsoever, you must immediately disable the TPP's access, through the Online Services. It is your responsibility to disable the TPP's access through the Online Services, and until you do so, your consent and authority to the TPP in respect of access to information, initiation of payment transactions or any other any dealings the TPP may have with us, is deemed to remain valid.

If the Online Services are not accessible to you or any relevant User, you may notify us of the withdrawal or revocation of the consent or authority given to the TPP, in writing by e-mail, using the contact details specified in the Director. In this case, your consent and authority to the TPP in respect of access to information, initiation of payment transactions or any other any dealings the TPP may have with us, is deemed to remain valid until we have received the notification on a Business Day.

## 11. Alerts and awareness of security risks related to payment services

- 11.1. Information on security risks linked to payment services is available from our Website and may be provided through the Online Services and, or e-mail. For assistance and guidance on security risks, please contact us by telephone or e-mail, using the contact details specified in the Directory.
- 11.2. The assistance and guidance offered to customers will be updated from time to time, in the light of new threats and vulnerabilities, and changes will be communicated to customers via our Website, the Online Services and, or e-mail.
- 11.3. Where product functionality permits, you may choose to disable specific payment functionalities related to the payment services offered by the Bank.
- 11.4. You may opt to receive alerts on initiated and/or failed attempts to initiate payment transactions, enabling you to detect fraudulent or malicious use of your account.
- 11.5. We will inform you about updates in security procedures which affect you regarding the provision of payment services via our Website, the Online Services and, or e-mail.
- 11.6. You may contact us with questions, requests for support and notifications of anomalies or issues regarding security matters related to payment services, via telephone or e-mail, using the contact details specified in the Directory. We will offer assistance on questions, requests for support and notifications of anomalies or issues regarding security matters related to payment services, over the telephone and, or via our Website, the Online Services and, or e-mail.

## 12. Communications

- 12.1. Telephone calls, electronic mail and other communications with us may be recorded to maintain and improve our Online Services and for security, compliance, audit, training and testing purposes and to handle any complaints, requests for information, support or assistance, or disputes and defend legal claims. In the event of any dispute arising in relation to any Instructions or alleged instructions, the record kept by us will be *prima facie* proof of such Instructions or alleged instructions for the purpose of determining such dispute.
- 12.2. Any notices to you in connection with these OS Terms or the User's Terms will be given to you or the relevant User in writing, including by using messages on or with your statements, by e-mail, through our Website or the Online Services. You will not attempt to circumvent receiving any messages or notices. You are deemed to have received any message or notice sent to you when it is transmitted or made available to you.
- 12.3. Unless otherwise stated, any notifications to us must be made in writing, by mail or electronic mail, delivered by hand or through the Online Services.

## 13. Information and content provided by third parties

- 13.1. Any hypertext links to locations on the internet other than our Website are provided for information purposes only. We are not responsible for the content of any websites other than our Website. We have not verified the content of any such websites. Following links to any other websites or pages is at your own risk and we are not liable for any loss or damage in connection with linking.
- 13.2. If we provide links to downloadable software sites (other than those provided for authorised sources where the App may be downloaded from), these are for convenience only and we are not responsible or liable for any difficulties or consequences associated with downloading the software. Use of any downloaded software is governed by the terms of the licence agreement, if any, which accompanies or is provided with the software. No endorsement or approval of any third parties or their advice, opinions, information, products or services is expressed or implied by any information on our Website. We have no control over the privacy and data protection policies of such third parties or over the manner in which they process personal data and it is therefore your responsibility to enquire about these matters before accessing such third party sites.
- 13.3. The Online Services may contain information or material provided by third parties and we are not responsible for such information or material. We are not liable for any loss or damage suffered as a result of the use of or reliance on such information or material.

## 14. Fees and charges

- 14.1. The fees and expenses payable in respect of the Online Services (the “OS Fees”) will be as set out in the Tariffs Sheet subject to such changes as may be made in accordance with Clause 14.2 from time to time. The OS Fees may include, without limitation, the use of the Online Services, the blocking and un-blocking of the Online Services and, or the App, the activation of the App on one or more Devices, and the termination of the OS Terms or any User's Terms.

We will charge you in respect of the App you or any User may use in respect of the Authorised Account(s), even if it can be used also in respect of any Third Party Accounts, and such fees will be deducted automatically from the Authorised Account(s).

- 14.2. We reserve the right to revise the OS Fees from time to time and we will notify you of any changes to the OS Fees in advance, in accordance with Clause 17.



14.3. The OS Fees are payable upon activation of the App by you or any User, and annually thereafter, unless otherwise stated in the Tariffs Sheet or notified by us.

14.4. We are authorised to debit any Authorised Account with any OS Fees automatically and without prior notice. By entering into these OS Terms you irrevocably and unconditionally authorise us to make such debits, which authorisation is given as a mandate by way of security to us, and we declare to accept such mandate and to have an interest therein.

## 15. Intellectual Property

15.1. You acknowledge and agree that we and / or our service providers own and will retain all right, title and interest in and to the Online Services, the Website and the App, all components thereof, including without limitation all related applications, interfaces, designs, software and source code and any and all intellectual property rights therein, including, without limitation, any registered or unregistered, as applicable (a) copyright, (b) trade mark, (c) service mark, (d) trade secret, (e) trade name, (f) data or database rights, (g) design rights, (h) moral rights, (i) inventions, whether or not capable or protection by patent or registration, (j) rights in commercial information or technical information, including know-how, research and development data and manufacturing methods, (k) patent and (l) other intellectual property and ownership rights, including applications for the grant of any of the same, in or to the Online Services, the Website and the App and all other related proprietary rights of the Bank and / or its service providers and/or any of their affiliates (together, with any and all enhancements, corrections, bug fixes, updates and other modifications to any of the foregoing and any and all data or information of any kind transmitted by means of any of the foregoing, the "**Proprietary Information**"). You further acknowledge and agree that the Proprietary Information is the exclusive, valuable and confidential property of the Bank and/or its service providers and/or their affiliates.

15.2. No right, title or interest other than the right to access and use the Online Services, the Website and the App in accordance with these OS Terms and the User's Terms, and for the App, the EULA, is conveyed or transferred to you or any User. You will not reverse engineer, copy, bug fix, correct, update, transfer, reproduce, republish, broadcast, create derivative works based on or otherwise modify, in any manner, all or any part of the Online Services, the Website, any Token or the Proprietary Information. You also agree to keep the Proprietary Information confidential and not to transfer, rent, lease, loan, sell or distribute, directly or indirectly, all or any portion of the Online Services, the Website, the App or any Proprietary Information to any third party without our prior written consent.

## 16. Liability and indemnity

16.1. We will take reasonable steps to ensure that the systems in connection with the App and Online Services have adequate security designs and to control and manage the risks in operating those systems. However, we do not warrant or represent that the Online Services are free from viruses, bugs or other features which may adversely affect your hardware, software or equipment.

- 16.2. We may block all or part of the App and, or the Online Services in accordance with these OS Terms, the Agreement or the User's Terms. Due to the nature of the App and the Online Services, we do not warrant that access to the App and the Online Services will be uninterrupted, timely, or error free. We will use reasonable efforts to inform you without undue delay through the Online Services, our Website or by e-mail, if we are aware that the App or the Online Services are not or will not be available. In the event that we have levied any OS Fee to you, which is specifically expressed to be for a particular service that is not available (which, for the avoidance of doubt, will not mean any periodic fee charged for the Online Services as a whole), we will reimburse you this sum proportionally. Other than reimbursing any such sum, we will have no further liability to you or any other person.
- 16.3. We will make reasonable efforts to ensure that the App provided to you or any User will perform as necessary to permit use of the Online Services as and when required. You or the relevant User must notify us immediately if the App fails to function correctly. We have no liability in relation to the App, including, without limitation, liability for breach of any implied term as to satisfactory quality or fitness for purpose of the App. In addition, we cannot be held liable for any loss or damage arising from your or any User's failure to safe-keep and/or use the App in accordance with the OS Terms, the User's Terms, the EULA and our instructions, directions and guidelines.
- 16.4. We will not be liable for any loss or damage suffered in connection with the Online Services or the App, except if and to the extent that such loss or damage results directly from fraud, gross negligence or the failure to perform our obligations under the Agreement on our part.
- 16.5. Without prejudice to Clause 16.4, we are not liable to you or any other person for any loss or damage arising in connection with any of the following:
- 16.5.1. use of the Online Services (including, without limitation, the use of the App) and, or access to any information as a result of such use by you, any User or any other person whether or not authorised;
  - 16.5.2. any interruption, interception, suspension, delay, loss, unavailability, mutilation or other failure in providing the Online Services or the App (including, without limitation, any interruption, interception, suspension, delay or failure to generate the authentication code using the App), in transmitting Instructions, authentication data or information relating to the Online Services or in connecting with the Website, caused by any acts, omissions or circumstances beyond our reasonable control, including, without limitation, failure of any communication network, act or omission of any third party service providers, mechanical failure, power failure, malfunction, breakdown, or inadequacy of equipment, installation or facilities, or any law, rules, regulations, codes, directions, regulatory guidelines or government order; and
  - 16.5.3. transmission and/or storage of any information and/or data relating to you, any User, the Online Services, the App, Instructions and/or transactions effected through the Online Services or through or in any system, equipment or instrument of any communication network provider.
- 16.6. In no event will we be liable to you, any User or any other person for any indirect, incidental, moral, special or consequential loss or damage of any kind, or for any loss of profits, revenue or savings (actual or anticipated), or economic loss, or loss of data or loss of goodwill (whether or not the possibility of such loss or damage was known or otherwise foreseeable).
- 16.7. You will be jointly and severally liable with each User for any loss or damage arising from the User's fraud, wilful default, negligence or any breach of any of the provisions of the User's Terms in respect of any Authorised Account.

- 16.8. You agree to indemnify and hold us harmless from all costs, expenses, penalties, claims, damages and any other losses incurred as the result of (i) you, any Signatory, User, TPP or any other person acting for you or on your behalf breaching any of the provisions of these OS Terms or the laws that apply to you or such other person, (ii) any User breaching any of the provisions of the User's Terms or the laws that apply to it, (iii) the improper use of the Online Services or the App (including by any User), or (iv) the use of the Online Services or the App provided in respect of the Authorised Account, except if and to the extent that such losses result from fraud, negligence or the failure to perform our obligations under the OS Terms or the User's Terms on our part.
- 16.9. The provisions of this Clause 16 apply to the fullest extent permitted by law, also to Qualifying Payment Transactions, and will survive the termination of these OS Terms.

#### 17. Changes to the OS Terms and User's Terms

- 17.1. We reserve the right to lay down further terms and conditions governing the Online Services and, or the App, and to otherwise amend these OS Terms (including changing any OS Fees), the User's Terms and the EULA. We will give at least five (5) Business Days' notice of the amendments to these OS Terms, the User's Terms and, or the EULA, by e-mail or through our Website or the Online Services. The amended OS Terms, User's Terms or EULA notified to you will be deemed to be accepted if you or any User continues to use the Online Services in respect of any Authorised Account on or after the date when the amendments come into effect. Your notice objecting to or rejecting the proposed amendments to these OS Terms or the EULA will be treated as a notice of termination.
- 17.2. The provisions of this Clause 17 apply to the fullest extent permitted by law to amendments to the provisions of OS Terms, also regarding Qualifying Payment Transactions.

#### 18. Termination

- 18.1. You may terminate all or part of the use of the Online Services under these OS Terms at any time, by giving five (5) Business Days' notice in writing to us.
- 18.2. We may terminate all or part of the use of the Online Services under these OS Terms at any time, by giving five (5) Business Days' notice in writing to you.
- 18.3. We may terminate the use of the Online Services under these OS Terms at any time, by giving you notice in writing, with immediate effect, where the Online Services are used or likely to be used by any unauthorised person, for unauthorised or illegal purposes, improperly or fraudulently, or in the event of any other serious reason including any breach by you of these OS Terms or a breach by any User of the User's Terms, or on any of the grounds for termination provided for in the Banking Terms or Investment Terms.
- 18.4. Without prejudice to Clause 8, we may suspend (block) or terminate the use of the Online Services in respect of any Authorised Account by any User, when we are notified or have reasons to believe that such User is no longer authorised to use the Online Services in respect of such Authorised Account.
- 18.5. The EULA, OS Terms and the User's Terms will terminate automatically when the Banking Terms are terminated for any reason whatsoever, or if you cease to have any Authorised Account with us.
- 18.6. The termination of these OS Terms, the User's Terms, the EULA or the use of the Online Services is without prejudice to any rights that may have accrued to you or us, prior to such termination.
- 18.7. Upon termination of these OS Terms, you will be required to immediately:

- 18.7.1. pay to us any outstanding OS Fees and any other amounts due under these OS Terms;
- 18.7.2. de-activate and remove the App from all Devices in accordance with Clause 6.11 and ensure that any User does the same; and
- 18.7.3. destroy any records of the User ID, Password, PIN and other personalised security features (if any) you may have and ensure that any User does the same.

Clauses 18.7.2 and 18.7.3 do not apply if and as long as you and, or the relevant User (as the case may be) are authorised to continue using the Online Services and App in respect of any Third Party Account.

- 18.8. Unless otherwise agreed, upon termination of these OS Terms or use of the Online Services for any reason, any and all outstanding Instructions made through the Online Services in respect of any Authorised Account will be automatically terminated and will not be executed by us.