

## **General Terms and Conditions for Banking Services – Private Customers (Individuals and Micro-Enterprises)**

**Version: July 2019**

### Information on Sparkasse Bank Malta p.l.c.

Sparkasse Bank Malta public limited company is a public limited liability company registered under the laws of Malta, with registration number C27152 and with registered office and Head Office at 101 Townsquare, Ix-Xatt Ta' Qui-Si-Sana, Sliema SLM 3112, Malta.

Sparkasse Bank Malta public limited company is licensed by the Malta Financial Services Authority (the “**MFSA**”) to carry out the business of banking as a credit institution in terms of the Banking Act (Chapter 371 of the Laws of Malta), and to provide certain investment services in terms of the Investment Services Act (Chapter 370 of the Laws of Malta). The MFSA maintains a financial services register on its website: [www.mfsa.com.mt](http://www.mfsa.com.mt) . The Bank’s registration number for the purpose of the MFSA’s financial services register is its company registration number: C 27152. The Bank’s Legal Entity Identifier (LEI) is: 21380099RT73NFBYS559.

The MFSA’s address and contact details are:

Malta Financial Services Authority  
Notabile Road  
Attard BKR3000  
Malta

Telephone: +356 2144 1155  
Fax: +356 2144 1188  
[www.mfsa.com.mt](http://www.mfsa.com.mt)

To contact us, please use the contact details, unless otherwise specified in the Directory (available on our Website):

Address: 101, Townsquare, Ix-Xatt Ta' Qui-Si-Sana, Sliema, SLM3112, Malta

Telephone: (+356) 2133 5705

E-mail: [info@sparkasse-bank-malta.com](mailto:info@sparkasse-bank-malta.com)

Our Website is: [www.sparkasse-bank-malta.com](http://www.sparkasse-bank-malta.com)

### 1. Customer Agreement

1.1. The agreement between you, as a Customer who is an individual or Micro-Enterprise, and us, as the Bank, (the “**Agreement**”) consists of:

- 1.1.1. the Application Form signed by you and any form supplementing, changing or replacing it in part or as a whole;
- 1.1.2. the general terms and conditions set out below (“**General Terms**”) and the Glossary to these General Terms; and
- 1.1.3. the additional terms and conditions applicable to a particular Account, product or service (“**Additional Terms**”).

The Additional Terms include, as applicable to the Account, product or service concerned:

- (i) the Tariffs sheet (the “**Tariffs Sheet**”), which sets out the fees, charges and other costs which you may incur: you will be given a copy of the Tariffs Sheet when you apply for the opening of your Account with us and the latest version of the applicable Tariffs Sheet will be provided to you upon request;
- (ii) the Additional Terms and Conditions for Online Services (the “**OS Terms**”);
- (iii) the End User Licence Agreement for the Spar Key App (the “**EULA**”); and
- (iv) any other terms and conditions or other form of agreement, which are stated to be Additional Terms.

If there is any conflict between the General Terms and the Additional Terms, the Additional Terms will prevail.

1.2. The Agreement does not apply to:

- 1.2.1. any loans, overdraft or other credit facilities granted by us (other than Authorised Overdrafts and Unauthorised Overdrafts under the Agreement);
- 1.2.2. credit cards and pre-paid cards: such cards may be applied for through us, but the issuance and use of such cards will be governed by the terms and conditions of the issuer of the card (or of the issuer's agent). The Bank only acts as agent or distributor for the distribution of credit cards and pre-paid cards. Any amounts you owe to the issuer (or the issuer's agent) of a credit card will be deducted from your Account;
- 1.2.3. any Investment Services (including any currency forwards or other foreign exchange transactions for investment purposes);
- 1.2.4. any foreign exchange spot transaction other than currency conversion in relation to a payment service.

Separate agreements will need to be entered into between you and us for the provision of such products or services.

- 1.3. If you are an individual, you will be deemed to be a Consumer and you are not allowed to use any Account, products or services provided by us under the Agreement for any trade, business, craft or professional purposes, unless you have notified us that the relevant Account, product or service is to be used for your trade, business, craft or professional purposes, in which case you will not be treated as a Consumer but as a Micro-Enterprise. If you are a Micro-Enterprise, you are not allowed to use any Account, product or services provided by us under the Agreement for any purpose other than for your regular trade, business, craft or professional purposes.
- 1.4. You will not open or operate any Account or use any of our products or services under the Agreement for or on behalf of another person, as trustee, fiduciary or otherwise, unless this is properly disclosed to us in writing, and subject to such Additional Terms as may be agreed with us.
- 1.5. For the Online Services which we may make available, we will in principle require strong customer authentication (SCA) through the use of the Spar Key App where you (a) access your payment account(s) online, (b) initiate an electronic payment transaction, or (c) carry out any action through a remote channel which may imply a risk of payment fraud or other abuses. The use of the App and the use of payment initiation service providers (PISPs) and account information service providers (AISPs) will also be governed by the relevant provisions of the OS Terms.
- 1.6. Please read the Agreement carefully and keep a copy of it in a safe place. We will provide you, on request and without charge, with a copy of the Agreement in paper or in electronic form.

## 2. Definitions

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

## 3. Duration of the agreement

- 3.1. These General Terms enter into effect on the date when your first Account with us is opened.

- 3.2. If you have any existing Account(s) with us, these General 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 General 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 the Agreement governing the Account(s) immediately and free of charge, at any time until the date notified to you when the changes would have applied, in which case your Account(s) will be closed. Your notice objecting to or rejecting the proposed changes to these General Terms will be treated as a notice of termination.
- 3.3. These General Terms will remain in effect until they are terminated in accordance with the provisions of Clause 22 below.

#### 4. Opening of Accounts

- 4.1. By signing the Application Form and also by using any Account, you accept the terms and conditions of these General Terms and you warrant to us that the information you have provided to us is true and correct.
- 4.2. You undertake to provide us with any information or documents that we may request, in particular in order to enable us to meet our due diligence and other obligations under the applicable laws and regulations regarding the prevention of money laundering and terrorism financing. Furthermore, you undertake to notify us promptly when any information or documents you have provided to us change or need to be updated from time to time. If you fail to provide us with the information or documents we need, we may have to take steps, including the issuing of warnings, setting of deadlines, rejecting the transfer of funds to or from your Account, restricting the use of your Account, our services or products, and the termination of the Agreement.
- 4.3. We may collect and process information on you and persons related to you and undertake searches with central credit registers, credit reference agencies, risk intelligence and due diligence service providers and databases, or other independent sources (including World Check and similar sources), and to verify any information and documents you have provided to us (including verification of bank references with the relevant bank). We may also conduct searches on the internet for due diligence purposes, for example, through Google, and sanctions lists made available by international organisations.
- 4.4. You must ensure that your Account is funded within six (6) months from opening of the Account, with a minimum credit balance of one thousand euro (EUR1,000) for your first Account and five hundred euro (EUR500) for each subsequent Account.
- 4.5. We reserve the right to refuse to accept funds or to open or renew an Account, product or service, at our discretion and without having to justify our decision.

#### 5. Payment services

- 5.1. You can make or allow any or all of the following Payment Transactions, in accordance with the terms and conditions of the Agreement:
- 5.1.1. payments into your Account by cheque or credit transfer;
- 5.1.2. internal transfers: payments (credit transfers) between your Accounts;

- 5.1.3. credit transfers to third parties: payments from your Account in euro or other major currencies under payment systems to which the Bank has access (which may be indirectly through a participant in the relevant system, correspondent banks and other intermediaries) to another payment account held with us or another payment service provider;
- 5.1.4. standing orders: payments (credit transfers) from your Account to an identified Payee for a defined or undefined period.
- 5.2. In exceptional circumstances, and at our discretion, we may allow you to effect the following Payment Transactions, in accordance with the terms and conditions of the Agreement:
  - 5.2.1. cash payments (deposits) into your Account; and
  - 5.2.2. cash withdrawals from your Account.
- 5.3. Upon request and if sufficient funds are available on your Account, we may accept, at our discretion, to issue a banker's draft, subject to such Additional Terms as may be agreed between us.
- 5.4. We also offer ancillary services related to Payment Transactions, in particular foreign exchange services for currency conversion.
- 5.5. We do not offer direct debit services and other services allowing Payment Orders or Payment Transactions to be initiated by or through a Payee.

## 6. Instructions

- 6.1. You may give us instructions requesting us to execute a Payment Transaction (this is a Payment Order) and instructions to give information about your Account(s), to open a new Account, to close an Account, or to take any other action in respect of your Account(s) or products or services offered to you.

If you use a TPP to initiate payments from or to give information about any payment account which is accessible through the Online Services, the relevant provisions set out in the OS Terms will apply.

- 6.2. Instructions other than Payment Orders may be given to us by mail, electronic mail, the Online Services or telephone, or in person at our Head Office, but there may be restrictions on the way and by whom certain instructions may be given to us and we may specify the form in which certain instructions may be given to us.
- 6.3. Payment Orders (excluding standing orders) may be given to us through the Online Services: Payment Orders may be initiated through the Online Services using the User ID, Password, and identification and authentication through the App in accordance with the OS terms. Confirming the order in the form requested by us through the Online Services (in combination with the App) will be your consent to initiating the Payment Order and to execute the Payment Transaction. If you are entitled to use the Online Services, all Payment Orders (other than standing orders) must be given through the Online Services, and we will not accept any Payment Orders (other than standing orders) via other channels, except in exceptional circumstances (for example, when the Online Services are not accessible or for complex instructions) and at our discretion.

- 6.4. Payment Orders that are standing orders may be created, initiated, modified and cancelled by submitting the duly completed form required by the Bank. By signing and submitting the relevant form, you give your consent to creating, initiating, modifying or cancelling the standing order, as the case may be (including any credit transfers made in accordance with the standing order).
- 6.5. In exceptional circumstances, and at our discretion, we may accept that you give us a Payment Order as follows:
- 6.5.1. by electronic mail: if the Online Services are not available or in circumstances permitted by us, you may give us Payment Orders by sending the requisite form provided by us (duly completed and signed) from an Authorised E-mail address. By sending us the electronic message (with the requisite form attached) you give us consent to execute the Payment Order. We may ask you to confirm the Payment Order over the telephone; if you fail to give us such confirmation upon our request, the Payment Order may not be executed;
- 6.5.2. by telephone or in person at our Head Office: in such event, our representative will request the details required and confirm the details with you. Your confirmation that the details are correct will be your consent to initiate the Payment Order and to execute the Payment Transaction. We may also ask you to confirm the Payment Order given over the telephone or in person, in writing.
- 6.6. A Payment Transaction will be considered to be authorised only if you have given your consent to execute the Payment Transaction: consent must be given as explained in Clauses 6.3 to 6.5, or otherwise following the procedures and in such form as may be agreed between you and us. In the absence of such consent in the form we have agreed with you, a Payment Transaction will be considered to be unauthorised.
- Your consent may be withdrawn by you, as the Payer at any time before the Payment Order becomes irrevocable in terms of Clause 8.6. Consent to execute a series of Payment Transactions may also be withdrawn with the effect that any future Payment Transaction will be considered to be unauthorised. We may impose a Charge for the withdrawal of the consent.
- 6.7. The use of the Online Services, in combination with the App, for the purpose of giving us your consent and for any other purpose, is governed by the Additional Terms and Conditions for Online Services (the OS Terms), and for users of the Online Services other than yourself, the Terms and Conditions for the use of the Online Services by a Signatory or Restricted User (the **"User's Terms"**).
- 6.8. The following Unique Identifier and other information must be provided in order for a Payment Order to be properly initiated or executed, as applicable:
- 6.8.1. for credit transfers to or from an Account:

	<b>SEPA</b> (euro only, within EEA)	<b>Non-SEPA / SWIFT</b> (any currency other than euro within the EEA, or any currency outside EEA)
<b>Credit transfer to third party</b>	Customer (payer) to provide the Bank with: <ul style="list-style-type: none"> <li>- the name, account number or IBAN of the Account to be debited;</li> <li>- the amount of the credit transfer;</li> <li>- the IBAN of the payee's payment account;</li> <li>- the payee's name;</li> <li>- the payee's address;</li> <li>- remittance information (details of payment).</li> </ul>	Customer (payer) to provide the Bank with: <ul style="list-style-type: none"> <li>- the name, account number or the IBAN of the Account to be debited;</li> <li>- the currency;</li> <li>- the amount of the credit transfer;</li> <li>- the IBAN or account number (BBAN) of the payee's payment account;</li> <li>- the BIC or sort code and country of the payee's payment service provider;</li> <li>- the payee's name;</li> <li>- the payee's address;</li> <li>- remittance information;</li> <li>- fee charging mode (as applicable); <ul style="list-style-type: none"> <li>- execution mode.</li> </ul> </li> </ul>
<b>Standing order</b>	Same as above, plus: <ul style="list-style-type: none"> <li>- start date;</li> <li>- frequency;</li> <li>- number of payments or end date.</li> </ul>	Same as above, plus: <ul style="list-style-type: none"> <li>- start date;</li> <li>- frequency;</li> <li>- number of payments or end date.</li> </ul>
<b>Receipt of funds from third party</b>	Customer (payee) to provide the payer with: <ul style="list-style-type: none"> <li>- Customer's name;</li> <li>- the IBAN of the Account to be credited;</li> <li>- Customer's address or other details, as may be required.</li> </ul>	Customer (payee) to provide the payer with: <ul style="list-style-type: none"> <li>- Customer's name;</li> <li>- the account number or IBAN of the Account to be debited;</li> <li>- the Bank's BIC;</li> <li>- Customer's address or other details, as may be required.</li> </ul>
<b>Internal transfer</b>	Customer (payer & payee) to provide the Bank with: <ul style="list-style-type: none"> <li>- the name, account number or IBAN of remitting account;</li> <li>- the amount of the credit transfer;</li> <li>- the name, account number or IBAN of receiving account;</li> <li>- any remittance information.</li> </ul>	Customer (payer & payee) to provide the Bank with: <ul style="list-style-type: none"> <li>- the name, account number or IBAN of remitting account;</li> <li>- the amount of the credit transfer;</li> <li>- the name, account number or IBAN of receiving account;</li> <li>- any remittance information.</li> </ul>

6.8.2. for the deposit or the withdrawal of cash on or from your Account over the counter at a Branch (if allowed by us): your name and the name or number of your Account;

6.8.3. for the deposit of a cheque or banker's draft into your Account: the name or number of your Account. You must endorse the cheque or banker's draft by signing it on the back.

If the information or Unique Identifier(s) provided is incorrect or incomplete, we may reject the Payment Order or block the payment, and we will not be liable for non-execution or defective execution of the Payment Transaction. If we become aware that the information or Unique Identifier provided is incorrect or incomplete, we will inform you, but we are not obliged to do so on the same day.

Failure to provide the correct and complete Unique Identifier and information may be subject to a Charge.

We may require additional information in respect of a Payment Order or Payment Transaction, before or after it is executed; such information may be requested by or provided to the payment service provider of the payee, a correspondent bank or another intermediary.

6.9. We will provide you with your Account's IBAN when the Account is opened and the IBAN and our BIC will be indicated in the Account statements.

6.10. If we allow you to withdraw cash available on your Account over the counter at the Head Office, you must provide an identification document acceptable to us, such as a valid identity card or passport.

6.11. If you are an individual, you may not allow any person to act as Signatory or other User on or to operate an Account, to use a product or service, or use any Payment Instrument (if any) or the Online Services (including the personalised security credentials) for you or on your behalf, and we will not accept any Payment Orders from any person other than you, unless you have specifically requested us to do so in the form specified by us and we have accepted such request, subject to such terms and conditions as may be set out in Additional Terms.

6.12. If you are a Micro-Enterprise in the form of a company, partnership or other form of legal entity, you have to designate, in the form specified by us, one or more persons who are duly authorised to represent you, to act as a Signatory on and to operate an Account, to use a product or service, and, or use any Payment Instrument (if any) or the Online Services (including the personalised security credentials) on your behalf, and we will not accept any Payment Orders from any person other than such Signatories. The appointment of such Signatories and other Users and the terms and conditions under which such Signatories and other Users may act on your behalf may be subject to Additional Terms.

If we accept any person to act as Signatory or other User on your Account or to otherwise act on your behalf, you have to notify us if anything changes or if a dispute arises that may affect the signing arrangements, the operation of the Account, or the provision of the product or service. Changes to the authorisation given to such person will not affect any outstanding Payment Order or transaction or any legal right or obligation that may have arisen prior to our receiving notice of such changes.



- 6.13. If you appoint a Signatory or other User which is a company, partnership or other form of legal entity (a “**Corporate User**”), you are authorising the Corporate User, and the Corporate User will be entitled, to appoint, replace and remove any director, officer, employee or other individual to act on its behalf (each a “**User’s Representative**”), at its discretion. The Corporate User is authorised to inform us directly of the appointment, replacement or removal of any User’s Representative, without your consent, and we will be entitled to act solely upon the Corporate User’s instructions in this regard. The appointment, replacement and removal of any User’s Representative will be governed by the User’s Terms.

If a Signatory or other User is a Corporate User, references to the Signatory or other User in these General Terms will be read as the Corporate User acting through the relevant User’s Representative, where applicable.

- 6.14. Any instructions received from any Signatory or other User will be binding on you, and we will not be required to verify if the Signatory or User is acting in accordance with the mandate, functions or powers given by you to such Signatory or User.
- 6.15. It is your responsibility to ensure that each Signatory, User and each other person acting on your behalf is aware of and abides by the Agreement and ensures compliance with your obligations under the Agreement.

## 7. Payment Instruments

- 7.1. If any Payment Instrument which we may offer (if any) is used for the purposes of giving us your consent, we may impose such spending and transaction limits for Payment Transactions executed through the Payment Instrument (if any), as may be set out in the Additional Terms or as we may agree from time to time. If you want to modify any of these limits (if any), we may agree to do so at your own responsibility.

If we have agreed with you on spending limits for payment transactions executed through a specific Payment Instrument (if any), you will have the option to adjust these limits up to the maximum agreed limit.

- 7.2. We reserve the right to block the use of any Payment Instrument (if any) for objectively justified reasons related to the security of the Payment Instrument, the suspicion of unauthorised or fraudulent use of the Payment Instrument, or in case of a credit line, a significantly increased risk that you may be unable to fulfil your liability to pay. We will inform you of the blocking of the Payment Instrument and the reasons for it, where possible, before it is blocked and at the latest immediately thereafter, unless giving such information would compromise objectively justified security reasons or is prohibited by applicable law. We will unblock the Payment Instrument or replace it with a new Payment Instrument once the reasons for blocking no longer exist.
- 7.3. If you are entitled to use the a Payment Instrument (if any), you will have the following obligations:
- 7.3.1. to use the Payment Instrument in accordance with the Additional Terms governing the issue and use of the Payment Instrument (if any). In particular, as soon as you receive a Payment Instrument, you will take all reasonable steps to keep its personalised security credentials safe and to prevent fraudulent use; and

- 7.3.2. to notify us, or a person specified by us, without undue delay on becoming aware of loss, theft or misappropriation of the Payment Instrument or of its unauthorised use, via telephone or e-mail using the contact details specified in the Directory. You must confirm in writing the loss, theft or misappropriation of the Payment Instrument or of its unauthorised use, upon request. Once you notify us, you will no longer be allowed to use the Payment Instrument.

In the case of loss, theft or misappropriation of a credit card or pre-paid card which was provided through us, you have to notify the issuer of the card or its agent, in accordance with the terms and conditions applicable to the use of such card.

- 7.4. The precautions you must take to keep safe and prevent fraudulent or unauthorised use of any personalised security credentials include (but are not limited to) the following:
- 7.4.1. you must not give your Payment Instrument to anyone not authorised to use it or any information about the Payment Instrument that would enable them to use it, and make sure that no one hears or sees such information when you use it. For example, this means that you should not store information on a mobile phone or device, computer, browser or other hardware or software that would allow anyone using the same equipment to easily see the stored details;
- 7.4.2. try to remember any personal identifiers such as the user name or identification, password or PIN;
- 7.4.3. destroy the written details we send you and never record them in a way that might be recognised by someone else;
- 7.4.4. keep information about your Account(s) containing personal details (such as statements) safe and dispose of it safely; and
- 7.4.5. take any other precautions as may be required under the Additional Terms.
- 7.5. When issuing a Payment Instrument (if any), we will have the following obligations:
- 7.5.1. to make sure that the personalised security credentials of the Payment Instrument are not accessible to persons other than you or the persons entitled to use the Payment Instrument, without prejudice to your obligations set out in Clauses 7.3 and 7.4;
- 7.5.2. to refrain from sending an unsolicited Payment Instrument, except where a Payment Instrument already given to you is to be replaced;
- 7.5.3. to ensure that appropriate means are available at all times to enable you to make a notification pursuant to Clause 7.3.2 or request unblocking pursuant to Clause 7.2;
- 7.5.4. on request, to provide you with the means to prove, for eighteen (18) months after notification, that you made such notification as referred to in Clause 7.5.3;
- 7.5.5. to provide you with an option to make a notification pursuant to Clause 7.3.2 free of charge and to charge, if at all, only replacement costs directly attributed to the Payment Instrument; and
- 7.5.6. to prevent all use of the Payment Instrument once notification pursuant to Clause 7.3.2 has been made.

We will bear the risk of sending a Payment Instrument or any personalised security credentials related to it, to you.

- 7.6. If we need to inform you in the event of suspected or actual fraud or security threats in relation to a Payment Instrument, 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 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.

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

- 7.7. If any Payment Instrument is permitted to be used by a Signatory, 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 Payment Instrument and the personalised security credentials.

## 8. Execution of Payment Transactions

- 8.1. We will execute authorised Payment Orders for which you have given your consent, which are received by us and if all the conditions set out in the Agreement are satisfied, unless we are prohibited from doing so by applicable law.

- 8.2. We will only execute Payments Transactions for the withdrawal or transfer of funds if sufficient cleared funds are available in your Account (including to cover the applicable Charges). In order to determine whether sufficient funds are available, we may consider other Payment Orders and Payment Transactions even if they have not been executed yet.

If you instruct us to make any payment from your Account when you do not have, or we have reasonable grounds to believe that you will not have, sufficient funds available for the payment, including any Charges, we may refuse to make the payment unless we allow, at our discretion and on a case-by-case basis, an Authorised or Unauthorised Overdraft.

We may at any time ask you to provide funds to fully cover any amounts you owe or may owe us under the Agreement as a result of carrying out your instructions or for any other liability.

- 8.3. The time of receipt of Payment Orders is determined as follows:
- 8.3.1. the time of receipt of a Payment Order is the time when the Payment Order is received by us, as the Payer's payment service provider. If the time of receipt is after the Cut-Off Time (as defined in the Glossary) or not on a Business Day, the Payment Order is deemed to have been received on the following Business Day;
  - 8.3.2. if we agree that the execution of the Payment Order starts on a specific day or at the end of a certain period or on the day on which you have put funds at our disposal, the time of receipt is deemed to be the agreed day, or if the agreed day is not a Business Day, the following Business Day.
- 8.4. We may refuse to act on your instructions (including any Payment Order) or to receive payment in your Account, without being liable for any loss or damage that you may suffer, if:

- 8.4.1. we cannot accept or make the payment through the correspondent banks, payment service providers, payment systems or other intermediaries involved, for any reason whatsoever (including internal policies and risk appetite of the Bank or any third party);
  - 8.4.2. we receive unclear, incorrect or incomplete information or if any of the other conditions set out in the Agreement have not been met (including if we do not allow an Authorised or Unauthorised Overdraft to cover the amount of the payment and related Charges);
  - 8.4.3. we reasonably believe that the instructions are not given by you or a duly authorised person or we are unable to authenticate satisfactorily the source of the instruction or the instruction is given by means of an unauthorised means of communication;
  - 8.4.4. by carrying out the instruction we, or any of the correspondent banks, payment service providers, payment systems or other intermediaries involved, may break a law, regulation, code or other duty (including cases where a garnishee or other Court or administrative order exists in respect of your Account or we are aware or have suspicions that a Payment Order or Payment Transaction is linked to money laundering or terrorism financing or illegal activities);
  - 8.4.5. if the Account is pledged or instructions in relation to the Account are otherwise restricted, in accordance with your express instructions duly notified in writing to us and acknowledged and accepted in writing by us;
  - 8.4.6. we, or any of the correspondent banks, payment service providers, payment systems or other intermediaries involved, reasonably believe that doing so may expose us (or another Sparkasse Group entity) or them to action from any government, regulator or government agency;
  - 8.4.7. we, or any of correspondent banks, payment service providers, payment systems or other intermediaries involved, are not reasonably satisfied that the transaction or the instruction is lawful (including cases where we receive funds and the necessary information on the Payer is missing or incomplete);
  - 8.4.8. we consider that your Account has been or is likely to be misused or in the event of suspected or actual fraud or security threats; or
  - 8.4.9. we reasonably believe that it may damage our reputation.
- 8.5. If we refuse to act on any instructions (including the initiation or execution of a Payment Order or Payment Transaction), we will notify you of the refusal and, if possible, the reasons for it and the procedure for correcting any factual mistakes that led to the refusal, unless we are prohibited from doing so by applicable law. We will notify you by telephone, electronic mail or through the Online Services at the earliest opportunity, and in the case of a Payment Order, within the periods specified Clause 9. We may apply a Charge for each occasion that your Payment Order is refused. For the purposes of Clause 9, a Payment Order for which execution has been refused is deemed not to have been received by us.

Where all of the conditions set out in the Agreement are met (including where we have no reason for refusing an instruction as explained in Clause 8.4 and the terms and conditions set out in the OS Terms), we will not refuse to execute an authorised Payment Order, whether it is initiated by you, as the Payer, or through a PISP, unless prohibited by applicable law.

8.6. You, as the Payer, cannot revoke a Payment Order once it has been received by us, except in the following circumstances:

8.6.1. if the point in time of receipt is an agreed day in the future as referred to in Clause 8.3.2, you may revoke the Payment Order at the latest by the Cut-Off Time of the Business Day preceding the agreed day;

8.6.2. after the time limits specified above, the Payment Order may only be revoked if we agree to it.

The revocation of a Payment Order may be subject to a Charge.

Where the 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.

8.7. The following rules regarding shared charges between the Payer and Payee will apply to Payment Transactions within the EEA, in any currency and if the payment service provider of the third party Payee or Payer is located within the EEA:

8.7.1. we will transfer the full amount of the Payment Transaction and refrain from deducting Charges from the amount transferred;

8.7.2. however, we may deduct Charges from the amount transferred to your Account before crediting it to you as the Payee; in that case, the full amount of the Payment Transaction and the Charges will be separated in the information given to you;

8.7.3. if any Charges other than those referred to in Clause 8.7.2 are deducted from the amount transferred, we will ensure that the Payee receives the full amount of the Payment Transaction initiated by you as the Payer.

If the Payment Transaction is not in euro or a currency of an EEA State, the sharing of charges may apply only to those parts of the Payment Transaction that are carried out within the EEA.

8.8. If a payment into your Account is recalled by the other payment service provider or an intermediary or is made into your Account by mistake, we may, at our absolute discretion, deduct the payment from your Account (even if the funds were included in the balance of your Account, you have used them to make a payment, or have transferred or withdrawn all or part of them), without having to request your authorisation. If this results in your Account being overdrawn, this will be considered to be an Unauthorised Overdraft and you will have to pay interest in accordance with Clause 14.5.

8.9. If any funds sent to or received into your Account do not satisfy our due diligence requirements or the transfer is not accompanied by the information we require, the payment may be rejected or the funds may be returned to the Payer at any time and at our absolute discretion or we may take such other action as may be required by law.

8.10. We will not be liable for any costs, lost interest or any other loss or damage incurred as a consequence of recalls, rejections or returns of payments for any reason whatsoever.

- 8.11. You must ensure that both you and the person receiving or making the payment comply with any applicable laws in relation to the payment. If you do not do this and, as a result, we have to pay any costs or expenses because we were acting for you in relation to the payment, you must reimburse us for them, and for any losses or costs we may reasonably incur, and take any steps necessary to put us in the position we would have been in had we not made or accepted the payment for you.
- 8.12. You must immediately notify us of any unauthorised transaction or if funds are received on your Account by mistake or are otherwise not due to you.
- 8.13. Payments may be routed through correspondent banks or other intermediaries, which may be chosen by us, including a bank in the country where the payment is being sent to, or if you have asked us to make the payment in a foreign currency, by a bank in the country where that currency is the national currency.
- 8.14. If your Account or the transactions passing through it are affected by a Court or administrative order, we may be obliged to deposit money in Court and Payment Transactions may not be processed or may be reversed.

## 9. Execution time and Value Date

- 9.1. After the time of receipt of a Payment Order in accordance with Clause 8.3 to transfer funds from your Account, we will ensure that the amount of the Payment Transaction will be credited to the Payee's payment service provider's account at the latest by the end of the next Business Day following the time of receipt. This will apply only if the payment service provider of the third party Payee is located within the EEA, and subject to the conditions set out in Clause 9.4.
- 9.2. When we receive funds for your Account, we will value date and make available the amount of the Payment Transaction to your Account after we have received the funds, in accordance with Clause 9.7. When we receive the funds before the Cut-Off Time, we will credit the funds to your Account on the same Business Day. When funds are received after the Cut-Off Time or not on a Business Day, they will be credited to your Account on the following Business Day.
- 9.3. If you place (deposit) cash on your Account in the currency of the Account (where permitted), the amount will be credited to your Account and value dated immediately after the time of the receipt of the funds on the same Business Day. Cash withdrawals (where permitted) will be debited to your Account and value dated immediately, on the same Business Day.
- 9.4. The provisions of Clauses 9.1 to 9.3 apply only to:
  - 9.4.1. Payment Transactions in euro; and
  - 9.4.2. Payment Transactions involving only one currency conversion between the euro and the currency of an EEA State outside the euro area, where the currency conversion is carried out in the EEA State outside the euro area concerned and, in the case of a cross-border Payment Transactions, the cross-border transfer takes place in euro.

We will generally try to execute Payment Transactions in currencies that are not a currency of an EEA State or where the third party's payment service provider is located outside the EEA, at the latest by the end of the next Business Day following the point in time of receipt, but longer periods may apply in those cases. However, for intra-EEA Payment Transactions the period for execution may not exceed four (4) Business Days following time of receipt.

- 9.5. If a payment into your Account (other than by cheque or banker's draft) is revoked by the bank or payment service provider of the Payer or a correspondent bank or other intermediary, must be refunded, returned or otherwise reversed, we will deduct the amount (together with all Charges and costs incurred) from your Account. If this should result in an Unauthorised Overdraft, we will apply the Interest Rate as stated in the Tariffs Sheet. We reserve the right to claim refund and, or debit your Account in respect of such revocation, refund, return or reversal for any reason whatsoever, at our discretion and without having to obtain your further authorisation.
- 9.6. The provisions of Clauses 9.1 to 9.4 regarding the execution time and Value Date do not apply if the Payment Transaction is based on a cheque or banker's draft. If a cheque or banker's draft is deposited into your Account, the funds will only be credited to your Account and value dated upon confirmation of clearance and receipt of funds from the bank on which it is drawn (the "drawee").

Cheques and banker's drafts drawn on foreign banks may be sent to the paying bank (drawee) through an agent, correspondent bank or other intermediary.

A cheque or banker's drafts may expire before it is received by the paying bank / drawee. We are not obliged to inform you if we become aware that this may happen.

We will credit the amount to your Account on the day we receive payment from the paying bank / drawee. The time this takes will vary depending on the paying bank / drawee and, or its country. If the bank later returns the cheque or banker's draft or asks for the money to be returned or the cheque or payment is otherwise recalled, we will deduct the amount (together with all Charges and costs incurred) from your Account. If this should result in an Unauthorised Overdraft, we will apply the Interest Rate as stated in the Tariffs Sheet. We reserve the right to claim refund and, or debit your Account in respect of cheques (together with all Charges) that are countermanded for any reason whatsoever at our discretion and without having to obtain your authorisation.

You are required to act with the utmost good faith when depositing any cheque or banker's draft with us, and you must inform us as soon as possible if you have any reasonable suspicion of money laundering, terrorism financing, fraud, corruption, illicit gains, organised crime or any other illegal activity in relation to any cheque or banker's draft deposited.

We reserve the right not to credit any funds to your Account should there be any reasonable suspicion of money laundering, terrorism financing, fraud, corruption, illicit gains, organised crime or any other illegal activity.

We will deduct our Charges for dealing with cheques or banker's drafts, and any Charges levied by the paying bank / drawee and/or agent, correspondent bank or other intermediary from the amount to be credited to your Account.

We are not liable for any loss or damage you may incur as a result of any delay or failure in clearance of cheques or banker's drafts, if a cheque or banker's draft gets lost in the mail or if the paying bank / drawee does not receive it otherwise, if a cheque or banker's drafts expires before it is received by the paying bank / drawee, or if a cheque or banker's draft is not honoured, returned or recalled, or any funds are deducted from your Account when a cheque is countermanded, unless and to the extent that they result from our own fraud or gross negligence or unjustifiable failure to perform our obligations under the Agreement on our part.

9.7. Value Dates will be applied as follows:

- 9.7.1. if you are the Payee, the credit value date for your Account will be the Business Day on which the amount of the Payment Transaction is credited to our Account. The amount of the Payment Transaction will be at your disposal immediately after that amount is credited to our Account, where on our part, there is: (a) no currency conversion, or (b) a currency conversion between the euro and a currency of an EEA State or between two currencies of EEA States;
- 9.7.2. if you are the Payer, the debit value date for your Account will be no earlier than the time at which the amount of the Payment Transaction is debited to your Account.

10. **Unauthorised and incorrectly executed payment transactions**

10.1. Clauses 10.2 to 10.9 apply only to Payment Transactions, or the parts thereof, which are carried out in the EEA. Otherwise, our liability will be limited in accordance with Clauses 11.8 and 19. Any financial compensation further to or other than the rectification or refund provided for in this Clause will be determined in accordance with the Agreement (including, but not limited to, Clause 11.8 and 19).

10.2. In the case of an unauthorised or incorrectly executed Payment Transaction, you will be entitled to obtain rectification from us, only if you notify us in writing, by mail or electronic mail [using](#) the contact details specified in the Directory without undue delay on becoming aware of the unauthorised or incorrectly executed Payment Transaction giving rise to a claim, including under Clause 11, and no later than thirteen (13) months after the debit date. The thirteen (13) month time limit does not apply where we have failed to provide or make available the information on that Payment Transaction in accordance with the Agreement.

Where a PISP is involved, you are entitled to obtain rectification from us in accordance with the above, without prejudice to Clauses 10.5 second paragraph and 11.2.

10.3. If you deny having authorised an executed Payment Transaction or claim that the Payment Transaction was not correctly executed, it is for us to prove that the Payment Transaction was authenticated, accurately recorded, entered in the Accounts and not affected by a technical breakdown or some other deficiency of the service provided by us.

If the Payment Transaction is initiated through a PISP, the burden will be on the PISP to prove that within its sphere of competence, the Payment Transaction was authenticated, accurately recorded and not affected by a technical breakdown or deficiency linked to the payment service of which it is in charge.

10.4. If you deny having authorised an executed Payment Transaction, the use of a Payment Instrument (if any) recorded by us (or the PISP, as the case may be) will in itself not necessarily be sufficient to prove either that the Payment Transaction was authorised by you, as the Payer, or that you, as the Payer, acted fraudulently or failed with intent or gross negligence to fulfil one or more of your obligations under Clause 7.3. We (or the PISP, as the case may be) are required to provide supporting evidence to prove fraud or gross negligence on your part.



10.5. Without prejudice to Clause 10.2, in the case of an unauthorised Payment Transaction, we will refund to you, as the Payer, the amount of the unauthorised Payment Transaction immediately and no later than by the end of the Business Day after noting or being notified of the transaction, except where we have reasonable grounds for suspecting fraud and we communicate those grounds to the relevant national authority. Where applicable, we will restore the debited Account to the state in which it would have been had the unauthorised Payment Transaction not taken place and ensure that the credit Value Date for your Account will be no later than the date the amount had been debited.

Where the Payment Transaction is initiated through a PISP, we will refund immediately and no later than by the end of the following Business Day, the amount of the unauthorised Payment Transaction and, where applicable, restore the debited Account to the state in which it would have been had the unauthorised Payment Transaction not taken place. This is without prejudice to the liability of the PISP for the unauthorised Payment Transaction, and the PISP is obliged to immediately compensate us at our request for the losses incurred or sums paid as a result of the refund to you, including the amount of the unauthorised Payment Transaction. In accordance with Clause 10.3, the burden will be on the PISP to prove that, within its sphere of competence, the Payment Transaction was authenticated, accurately recorded and not affected by a technical breakdown or other deficiency linked to the payment service of which it is in charge.

10.6. By way of derogation from Clause 10.5, you will bear the losses relating to any unauthorised Payment Transaction, up to a maximum of fifty euro (EUR 50), resulting from the use of a lost or stolen Payment Instrument (if any) or from the misappropriation of a Payment Instrument (if any). This shall not apply if:

10.6.1. the loss, theft or misappropriation of a Payment Instrument was not detectable to you, as the Payer, prior to a payment, except where you have acted fraudulently; or

10.6.2. the loss was caused by acts or lack of action of an employee, agent or Branch of ours or of an entity to which our activities were outsourced.

10.7. You will bear all the losses relating to any unauthorised Payment Transaction if they were incurred by your acting fraudulently or by failing to fulfil one or more of your obligations under Clause 7.3 with intent or gross negligence. In such cases, the maximum amount of fifty euro (EUR50) referred to in Clause 10.6 does not apply.

10.8. You will not bear any financial consequences resulting from the use of the lost, stolen or misappropriated Payment Instrument (if any) after notification in accordance with Clause 7.3.2, except where you have acted fraudulently.

If we do not provide appropriate means for the notification at all times of a lost, stolen or misappropriated Payment Instrument (if any), as required under Clause 7.5.3, you will not be liable for the financial consequences resulting from use of that Payment Instrument, except where you have acted fraudulently.

10.9. Where we do not require strong customer authentication, you, as the Payer, will not bear any financial losses unless you have acted fraudulently.

## 11. Non-execution or defective execution

- 11.1. If a Payment Order is executed in accordance with the Unique Identifier, the Payment Order is deemed to have been executed correctly with regard to the Payee specified by the Unique Identifier.

If the Unique Identifier provided is incorrect or incomplete, we will not be liable under Clauses 11.2 and 11.3 for non-execution or defective execution of the Payment Transaction. However, we will make reasonable efforts to recover the funds involved in the Payment Transaction; this may be subject to a Charge. If it is not possible to recover the funds, we will provide you, on written request, all information available to us and relevant to you in order for you to file a legal claim to recover the funds.

If you provide information additional to the Unique Identifier or information that must be provided for the Payment Order to be properly initiated or executed, we will be liable only for the execution of Payment Transactions in accordance with the Unique Identifier provided by you.

- 11.2. When you initiate a Payment Order directly as the Payer, we will, without prejudice to Clauses 10.2, 11.1 and 11.7, be liable to you for the correct execution of the Payment Transaction, unless we can prove to you, and where relevant, the Payee's payment service provider, that the Payee's payment service provider received the amount of the Payment Transaction in accordance with Clause 9.1, in which case, the Payee's payment service provider will be liable to the Payee for the correct execution of the Payment Transaction.

If we are liable under the first subparagraph, we will, without undue delay, refund to you the amount of the non-executed or defective Payment Transaction and, where applicable, restore the debited Account to the state in which it would have been had the defective Payment Transaction not taken place. The credit Value Date will be no later than the date on which the amount will be debited.

If the Payee's payment service provider is liable under the first paragraph, it has to immediately place the amount of the Payment Transaction at the Payee's disposal and, where applicable, credit the corresponding amount to the Payee's account. The credit Value Date for the Payee's payment account will not be later than the date on which the amount would have been value dated had the transaction been executed correctly.

Where a Payment Transaction is executed late, the Payee's payment service provider is required to ensure, upon our request made on your behalf as the Payer, that the credit Value Date for the Payee's payment account is no later than the date the amount would have been value dated had the transaction been executed correctly.

In the case of a non-executed or defectively executed Payment Transaction where the Payment Order is initiated by you as the Payer, we will regardless of liability under this Clause 11.2, on request, make immediate efforts to trace the Payment Transaction and notify you of the outcome, free of charge.

- 11.3. If a third party Payer initiates a Payment Order, we will not be liable to you for the correct execution of the Payment Transaction, unless the Payer's payment service provider can prove to the Payer and, where relevant, to us, that your Account received the amount of the Payment Transaction, in which case, we will be liable to you for the correct execution of the Payment Transaction.

If we as the Payee's payment service provider are liable under the first paragraph, we will immediately place the amount of the Payment Transaction at your disposal and, where applicable, credit the corresponding amount to your Account. The credit Value Date for your Account will not be later than the date on which the amount would have been value dated had the transaction been executed correctly.

If a Payment Transaction with you as the Payee is executed late, we will ensure, upon request from the Payer's payment service provider acting on behalf of the Payer, that the credit Value Date for your Account is no later than the date the amount would have been value dated had the transaction been executed correctly.

11.4. In addition to Clauses 11.2 to 11.3, we will be liable to you for any charges for which we are responsible, and for any interest to which you are subject as a consequence of non-execution or defective execution (including late execution) of the Payment Transaction for which we are liable.

11.5. Clauses 11.1 to 11.4 apply only to Payment Transactions, or the parts thereof, which are carried out in the EEA and if the payment service provider of the third party Payer or Payee is located in the EEA. Otherwise, our liability will be limited in accordance with Clause 11.8 and 19. Any financial compensation further to or other than the rectification or refund provided for in this Clause 11 will be determined in accordance with the Agreement (including, but not limited to, Clause 11.8 and 19).

Clauses 11.2 to 11.4 do not apply if the payment service provider of the third party Payer or Payee is located outside the EEA. In those cases, our liability will be determined in accordance with Clause 11.8 and 19.

11.6. Where a Payment Order is initiated by you as the Payer through a PISP, we will, without prejudice to Clauses 10.2, 11.1 and 11.7, refund to you the amount of the non-executed or defective Payment Transaction and, where applicable, restore the debited Account to the state in which it would have been had the defective payment transaction not taken place.

The burden shall be on the PISP to prove that the Payment Order was received by us in accordance with Clause 8.3 and that within its sphere of competence the Payment Transaction was authenticated, accurately recorded and not affected by a technical breakdown or other deficiency linked to the non-execution, defective or late execution of the transaction.

If the PISP is liable for the non-execution, defective or late execution of the payment transaction, it is required to immediately compensate us at our request for the losses incurred or sums paid as a result of the refund to you.

11.7. Notwithstanding anything to the contrary in the Agreement, we will not be liable in any manner and liability under the Agreement does not arise in cases of abnormal and unforeseeable circumstances beyond the control of the party pleading for the application of those circumstances, the consequences of which would have been unavoidable despite all efforts to the contrary, or where we or another payment service provider are / is bound by other legal obligations covered by applicable law.

11.8. Notwithstanding anything to the contrary in the Agreement and insofar as permitted by law, we will only be liable to you in relation to unauthorised or incorrectly executed Payment Orders and Payment Transactions and the non-execution or defective execution (including late execution) of Payment Orders and Payment Transactions, in accordance with and subject to Clauses 10 and 11 (where applicable), and you will not have a claim for financial compensation (additional or otherwise) and we will not be liable for any (other) loss or damage suffered or incurred, except and to the extent that such loss or damage directly results from our fraud, wilful default or gross negligence. In no event will we be liable to you 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).

You must notify us in writing, by mail or electronic mail using the contact details specified in the Directory without undue delay on becoming aware of the unauthorised or incorrectly executed Payment Transaction or other event giving rise to a claim under this Clause 11.8 and no later than one (1) month after the debit date.

## 12. Authorised and Unauthorised Overdrafts

12.1. The Bank does not promise or commit to grant any loan or other form of credit under the Agreement. An overdraft facility or other credit agreement may be agreed upon between the Customer and the Bank under a separate agreement. However, there may be cases of “overrunning”, namely where the Bank tacitly accepts an overdraft, either:

12.1.1. an Authorised Overdraft: if the Customer informs the Bank of a Payment Order the Customer wishes to give, which would result in the Account being temporarily overdrawn if the Payment Transaction is executed, and the Bank executes the Payment Transaction resulting in the overdraft; or

12.1.2. an Unauthorised Overdraft: if a Payment Transaction is executed (without the Customer having informed the Bank in accordance with Clause 12.1.1), a payment is refunded, returned or otherwise reversed, and, or Charges are deducted, which results in the Account being overdrawn.

12.2. Overrunning may be allowed at the Bank’s sole discretion. The Bank is not required to notify the Customer of or obtain the Customer’s consent for any overrunning.

12.3. Any overrunning (Authorised Overdraft or Unauthorised Overdraft) is deemed to be a loan granted by the Bank as lender to the Customer as borrower, which is subject to the following terms and conditions:

12.3.1. the amount borrowed will be the amount of the overrun;

12.3.2. the applicable Interest Rate as stated in the Tariffs Sheet will apply in accordance with Clause 14;

12.3.3. the principal amount of the loan (overrun) and any interest accrued must be paid to the Bank upon demand and, in any event, not later than one (1) month from the overrun;

12.3.4. payment of interest and the principal amount is deemed to be effected if and to the extent that funds are credited to the overdrawn Account following the overdraft; in the event of partial payment, such payment shall first be applied to interest accrued.

12.3.5. If you are a Consumer and there is significant overrunning on an Account for a period exceeding one (1) month, we will inform you of the amount involved, the applicable Interest Rate and any penalties, charges or interest on arrears which are applicable (if any).

### 13. Joint accounts

- 13.1. Where an Account is held in the name of two or more persons (a “**Joint Account**”), any reference in the Agreement to “Customer” or “you” is deemed to mean all and each of the Joint Account holders.
- 13.2. Each and all of you are bound by the Agreement and are jointly and severally liable for all the instructions, orders, transactions and dealings related to the Joint Account and products or services provided for Joint Account holders, and for the performance of your obligations (including the payment in full of any amounts owed to us) under the Agreement. In the case of default, we reserve the right to deduct any amounts due and payable to us under the Agreement in relation to any Joint Accounts, products or services, from any funds which any of you may hold on an account with us, even if such account is held in the name of one or more Joint Account holders but not all of them, in discharge of the relevant obligations of the Joint Account holders under this Agreement. By entering into the Agreement, you irrevocably and unconditionally authorise us to make these deductions, 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.
- 13.3. Unless and until otherwise instructed or agreed with us, any of you can independently give us instructions in relation to your Joint Account, including giving Payment Orders to withdraw or transfer some or all of the funds in a Joint Account, changing contact details or methods, or applying for or terminating a Joint Account, products or services. Any instruction or notice given by one of you or jointly with others (as may be required) will bind the rest of you.
- 13.4. Subject to Clause 22.12, if one of you dies, the Joint Account will be blocked.
- 13.5. If any Joint Account holder is declared bankrupt or insolvent, we will take instructions in relation to any such Joint Account solely from the curator(s) or liquidator (or similar officer under the applicable law).
- 13.6. If there is a dispute between the Joint Account holders which is relevant for the operation of the Joint Account, the products or the services, you will notify us thereof. If there is any dispute which we know about, we may require that any or all of you authorise instructions (including Payment Orders) to us.
- 13.7. You may ask us to remove a person (or persons) from a Joint Account, including by converting it to a sole Account. We may require authorisation from the other Joint Account holders before doing so. Any person removed from the Joint Account will continue to be liable for all obligations and liabilities under the Agreement relating to the period before that person was removed from the Account.
- 13.8. We will not recognise, or become involved in, any division of ownership of funds held in a Joint Account, unless we are specifically required to do so by law. Any funds received from you, on your behalf or on behalf of any or all of the Joint Account holders, shall be placed to the credit of the Joint Account(s), and each Joint Account holder will be deemed to hold an equal undivided share therein.

#### 14. Charges and interest rates

- 14.1. All Charges applicable in relation to any Account, product or service provided by us under the Agreement will be as set out in the Tariffs Sheet and, or such other Additional Terms that may apply. The Tariffs Sheet may be changed from time to time in accordance with Clause 21, and the most recent version of the applicable Tariffs Sheet will be provided to you upon request. We will apply the Charges stated in the Tariffs Sheet as applicable at the relevant time even if other Charges were quoted to you previously, unless we specifically agree otherwise with you.
- 14.2. Charges between the Payer and Payee will be shared as provided in Clause 8.7, for Payment Transactions within the EEA. In other cases (e.g. if the payment service provider of the third party Payee is located outside the EEA) you may choose to share charges, pay the charges yourself or to let the Payee pay the charges, and we may deduct our Charges from the funds transferred.
- 14.3. The positive and negative Interest Rates (if any) that may be applied by us to an Account will be as posted on the Website or the Online Services, or as specifically agreed between you and us or as set out in Additional Terms that may apply.
- 14.4. Debit and (positive or negative) credit interest will accrue according to the applicable day count convention. The day count convention will generally be ACTUAL/360, which means that interest is calculated for the actual number of days of each month and it is assumed that each year counts 360 calendar days to calculate the interest accrued on each day, unless another day count convention is specified in the Tariffs Sheet or other applicable Additional Terms.
- 14.5. For Accounts that attract (positive or negative) credit interest, interest will be calculated on payments into your Account from the credit Value Date. Provided your Account is in credit, you will receive interest on the amount of the Payment Transaction until it is debited to your Account (the debit Value Date).
- 14.6. In the case of an Authorised or Unauthorised Overdraft and for any late payment of any amount owed to us, we will apply the Interest Rates as stated in the Tariffs Sheet, unless we specifically agree otherwise with you.
- 14.7. Any payments of interest will be subject to such withholdings or deductions, whether attributable to income tax or otherwise, as we may be required to make by law.

If you are a resident in Malta, withholding tax will be deducted from interest paid on Accounts held by you, upon your request, which may be made in the Application Form or such other form acceptable to us. We are required to report certain information related to you to the Maltese tax authorities, irrespective of whether or not you have opted for the deduction of withholding tax.

Any liability to taxation, levies or duty arising in connection with the Accounts, products or service provided to you will be borne exclusively by you.

14.8. We are required to carry our due diligence and collect and report information related to you and your Account(s) under Maltese tax laws. If we have reason to believe that you are required to report your income or are subject to tax in another country, we may have to report and disclose information about you and your Account(s) with the Maltese or relevant tax authorities, either directly or via the Maltese tax authority which may share that information with the appropriate tax authorities abroad. If we request additional documents or information about this, you must supply these promptly. If you do not, you agree that we may suspend or close your Account, or, if the law or regulations requires us to do so, that we may withhold parts of certain payments received into your Account, and pass withheld funds to the relevant tax authorities.

For information on FATCA and CRS, please refer to the information provided to you in these matters or made available on our Website or the Online Services.

14.9. We will pay interest into your Account and deduct interest you owe us out of your Account on a quarterly basis unless otherwise agreed between you and us.

#### 15. Currency conversion and exchange rates

15.1. Payments will be made in euro and, or such other currencies as we may agree with you from time to time.

15.2. If you instruct us to make a payment in a currency, or we receive a payment into your Account in a currency, other than the currency in which the Account is denominated, we will convert the currency at the prevailing Exchange Rate for that currency, unless we have agreed otherwise with you. The Exchange Rate is composed of the daily Reference Exchange Rate and the spread applied by the Bank; the source of the Reference Exchange Rate is indicated in the Tariffs Sheet. We may apply different Exchange Rates for different transaction types. The applicable Exchange Rates, the Reference Exchange Rate used and any other Charges that may apply to a particular transaction, are available upon request.

15.3. Conversions will be carried out at the applicable Exchange Rate on the Value Date of the transaction. If a payment from your Account involves a conversion into a different currency and that payment is returned to us, we will convert the returned payment back to the original currency at the applicable Exchange Rate when the return payment is made. If a payment into your Account involves a conversion into a different currency and that payment is to be returned or otherwise reversed, we will convert the payment to be returned or reversed back to the original currency at the applicable Exchange Rate when the return payment or reversal is made.

15.4. We may apply changes to the interest rates and exchange rates, immediately and without notice, at any time, in accordance with Clause 21.

#### 16. Communications between us

16.1. We will contact you by post, telephone or electronic mail using the details you have given us, or via the Online Services (where available), unless otherwise specifically stated in the Agreement.

16.2. Certain forms of communication are not completely secure and you must take adequate precautions to ensure that others do not access, read or use your information. We are not liable if due to circumstances beyond our reasonable control, communications are intercepted, delayed, corrupted, not received or received by persons other than you.

- 16.3. We will send information to you using the most recent contact details that we have for you. You have to notify us promptly about any change in your contact details.
- 16.4. You can contact us by post, telephone or electronic mail using the details we give you, or via the Online Services (where available), unless otherwise specifically stated in the Agreement. We will inform you if our details change. If you send us electronic mail, you should not assume that we have received it unless we acknowledge receipt or otherwise act on it.
- 16.5. Where the Agreement requires notice to be given, notifications must be made in writing, by mail or electronic mail or delivered by hand. Any notice sent by prepaid post will be deemed to have been received five (5) days after dispatch and evidence that the notice was properly addressed stamped and put into the post will be conclusive evidence of posting. Any notice sent by electronic mail or delivered by hand will be deemed to have been received on the date on which it is sent or delivered, and failure to receive any confirmation does not invalidate such notice.
- 16.6. We may record or monitor telephone calls and electronic communications between us and you (including electronic mails and communications through the Online Services), so that we can check instructions, communications and, or verify our dealings with you, for security, training and testing purposes, to make sure that we are meeting our service standards, to analyse, assess and improve our products and services, and to handle any complaints, requests for information or disputes and defend legal claims.
- 16.7. The Agreement is in English and communications between you and us will in principle be in English.
- 16.8. You must ensure that all information provided to us under the Agreement is at all times accurate, complete and up-to-date including, without limitation, your address and other contact details.

#### 17. Information on transactions and Account statements

- 17.1. If you initiate a Payment Transaction as Payer, we will provide you, upon request for this Payment Transaction, with information on: (a) the maximum execution time (if applicable in terms of Clause 9); (b) the Charges payable by you; and (c) where applicable, a breakdown of the amounts of any Charges. Such request may be made by e-mail to the e-mail address specified in the Directory.
- 17.2. After the amount of a Payment Transaction is debited from your Account, we will provide you, as the Payer, without undue delay, with the following information:
- 17.2.1. a reference enabling you to identify the Payment Transaction and, where appropriate, information relating to the Payee;
  - 17.2.2. the amount of the Payment Transaction in the currency in which your Account is debited or in the currency used for the Payment Order;
  - 17.2.3. the amount of any Charges for the Payment Transaction and, where applicable, a breakdown thereof, or the interest payable by you;
  - 17.2.4. where applicable, the Exchange Rate applied by us, and the amount of the Payment Transaction after the currency conversion; and
  - 17.2.5. the debit value date or the date of receipt of the Payment Order.



This information will be provided or made available in electronic form, or upon request, in paper form. The provision of such information in paper form may be subject to a Charge.

17.3. After the execution of a Payment Transaction where you are the Payee, we will provide you, without undue delay, with the following information:

17.3.1. a reference enabling you to identify the Payment Transaction and the Payer and any information transferred with the Payment Transaction;

17.3.2. the amount of the Payment Transaction in the currency in which your Account is credited;

17.3.3. the amount of any Charges for the Payment Transaction and, where applicable, a breakdown thereof, or the interest payable by you;

17.3.4. where applicable, the Exchange Rate applied by us, and the amount of the Payment Transaction before the currency conversion; and

17.3.5. the credit value date.

This information will be provided or made available periodically in electronic form, or upon request, in paper form. The provision of such information in paper form may be subject to a Charge.

17.4. We will provide or make available periodically statements with the information referred to in Clauses 17.2 and 17.3 (as the case may be), in electronic form or on paper, free of charge, at least once a month. You may request us to provide the information daily or less frequently (quarterly or semi-annually, but at least once a year), and you will be allowed to revert to the monthly frequency at any time and free of charge.

17.5. Account statements will be made available via the Online Services, or will be provided via electronic mail, unless you request to receive them in paper form. If Account statements are requested to be provided in paper form, this may be subject to a Charge. If you have opted to receive Account statements via electronic mail, you will not receive them in paper form.

17.6. If an incorrect entry on your Account is identified we will correct it. If we do this on the same day as the incorrect entry was made the details may not show on your statement.

17.7. The information on Account balances we provide or make available, concerns the book balance on your Account, which may include orders or transactions that are still being processed, transactions which may be subject to change and unavailable balances.

17.8. We reserve the right to Charge for additional or more frequent information, or transmission by means of communication other than those specified in these General Terms, provided at your request.

17.9. You will need Acrobat © Reader to view, save or print your transaction confirmations and statements in electronic form. In the event that you do not have this software on your computer or device, you may download it free of charge from [www.adobe.com](http://www.adobe.com).

17.10. The information on Payment Transactions and Account balances which is available through the Online Services is updated in our system at the end of each Business Day. This means that the information on Payment Transactions and Account balances available through the Online Services on any given day relates to the preceding Business Day.

17.11. The Bank is authorised to provide and, or make available information on your Account(s), including the information on Payment Transactions and Account statements mentioned above, to such Signatories, Users and, or other third parties as may be indicated in the Application Form or as otherwise agreed with the Bank.

## 18. Data protection

18.1. We are committed to processing personal information provided by you or collected by us in relation to this Agreement, in accordance with the provisions of the Data Protection Act (Chapter 586 of the Laws of Malta) and the General Data Protection Regulation (GDPR), as applicable to us. Information on why and how we process personal information about you and persons related to you is given in the privacy notices (General Data Protection Notice for Customers and Spar Key Privacy Notice) available from our Website, the Application Form and other parts of the Agreement.

18.2. In terms of PSD2 and Directive No 1 of the Central Bank of Malta, payment systems and payment services providers are permitted to process of personal data when necessary to safeguard the prevention, investigation and detection of payment fraud. Furthermore, payment service providers may only access, process and retain personal data necessary for the provision of their payment services, with the explicit consent of the payment service user. Insofar as we require explicit consent in order to be able to provide the relevant payment services to you, your consent to and acceptance of the Agreement, in particular the contractual provisions on data protection, will be requested in the Application Form and, or such other form(s) as we may require. Without your consent, we will not be able to open or maintain your Account and provide payment services in relation to your Account. You may withdraw the consent given for the processing of personal data for the provision of payment services, by giving us notice in writing by mail or e-mail, and such notice will be treated as a notice of termination of the Agreement with immediate effect in accordance with Clause 22.

18.3. If you have any questions in relation to the Agreement that concern data protection, or would like to exercise your rights as a data subject, please contact us by e-mail to: [dataprotection@sparkasse-bank-malta.com](mailto:dataprotection@sparkasse-bank-malta.com); or by mail to: Attn: Compliance Department; Sparkasse Bank Malta p.l.c.; 101 Townsquare, Ix-Xatt ta' Qui-si-Sana; Sliema SLM3112; Malta.

The contact details of the Bank's Data Protection Officer (DPO) are:

E-mail: [dpo@sparkasse-bank-malta.com](mailto:dpo@sparkasse-bank-malta.com)

Mail: The Data Protection Officer; Sparkasse Bank Malta p.l.c; 101 Townsquare, Ix-Xatt ta' Qui-si-Sana; Sliema SLM3112; Malta.

18.4. For the purpose of the Agreement, we are deemed to be acting as controller of personal data regarding the Customer and persons related to the Customer, and not as processor of personal data on your behalf, unless otherwise expressly agreed between us.

18.5. Where you act as controller (as defined in the GDPR) of personal data related to us, you must process such personal data in compliance with the applicable law regarding data protection, including the GDPR or equivalent law in a third country, as applicable to you. Such personal data related to us may include (without limitation) e-mail addresses and other details of our employees and other information on individuals related to us, for example, as directors, officers or employees of the Bank or of an entity belonging to the Sparkasse Group or of a delegate, advisor or other service provider to the Bank or an entity of the Sparkasse Group.

18.6. If you are a controller (as defined in the GDPR) of personal data related to us and you are established in a third country which is not covered by an adequacy decision by the European Commission in terms of Article 45 GDPR, then the standard data protection clauses as set out in Set I in the Annex to Commission Decision of 15 June 2001 on standard contractual clauses for the transfer of personal data to third countries (2001/497/EC), as amended or replaced from time to time (the “**Standard Clauses**”), apply as if they were stated in these General Terms. For the purpose of the Standard Clauses:

18.6.1. the Bank is the “data exporter” and the Customer is the “data importer”;

18.6.2. the Standard Clauses are governed by the laws of Malta;

18.6.3. references to Directive 95/46/EC are read as references to the GDPR; and

18.6.4. the information to be specified in Appendix 1 to the Standard Clauses is as follows:

<i>Data exporter</i>	The data exporter is a bank which offers and provides various financial services, including opening and maintenance of payment accounts and payment services under the Agreement, investment services and custody and depositary services, as applicable.
<i>Data importer</i>	The data importer will be, is or was a Customer of the Bank, to which the Bank offered, provides or provided financial services, including opening and maintenance of Accounts and payment services under the Agreement and such other services as may be agreed between the Bank and the Customer from time to time (if any).
<i>Data subjects</i>	The personal data transferred concern the following categories of data subjects: <ul style="list-style-type: none"> <li>(i) directors, officers, employees and representatives of the Bank;</li> <li>(ii) individuals acting as a delegate, advisor or other service provider to the Bank;</li> <li>(iii) directors, officers, employees and representatives of an entity of the Sparkasse Group; and, or</li> <li>(iv) directors, officers, employees and representatives of a delegate, advisor or other service provider to the Bank or an entity of the Sparkasse Group.</li> </ul>
<i>Purposes of the transfer</i>	The transfer is necessary for the following purposes: <ul style="list-style-type: none"> <li>(i) carrying out the Bank's operations and business activities (e.g. the provision of Services and products by the Bank, on-boarding of the Customer and performance and termination of the Agreement and any other agreement with Customer);</li> <li>(ii) compliance with legal and regulatory obligations under applicable law (e.g. notifications, provision of information and disclosures to prospective and actual customers, requests for documents or information from the Customer or other persons under the Agreement);</li> <li>(iii) handling of requests for information, queries, complaints, dispute resolution and taking remedial action; and, or</li> <li>(iv) defending, handling and enforcement of legal claims, administrative or court proceedings.</li> </ul>

<i>Categories of data</i>	The personal data transferred fall within the following categories of data: <ul style="list-style-type: none"> <li>(i) identification data (e.g. name and surname);</li> <li>(ii) contact information (e.g. e-mail address, direct telephone and mobile number);</li> <li>(iii) professional life information (e.g. designation);</li> <li>(iv) work-related information (e.g. signatures on forms and documents and correspondence with customers or persons related to the customers).</li> </ul>
<i>Sensitive data (if appropriate)</i>	[Not applicable]
<i>Recipients</i>	The personal data transferred may be disclosed only to the following recipients or categories of recipients: <ul style="list-style-type: none"> <li>(i) the Customer (including, in the case of a legal person, its directors or equivalent persons vested with administration and management powers, officers and employees);</li> <li>(ii) the Customer's Signatories, Users, Power of Attorney holders, investment manager and other persons authorised to act on behalf of a Customer;</li> <li>(iii) the Customer's referrer of business, company service provider, professional advisor and other service provider authorised to represent the Customer in its relationship with the Bank or to communicate with or receive information from the Bank.</li> </ul>
<i>Storage limits</i>	The personal data transferred may be stored for not more than: the time necessary for the purpose for which they are transferred, and in any event no longer than two (2) years, unless and to the extent that the Customer is required to store personal data for a longer period prescribed by applicable law.

## 19. Liability and indemnity

- 19.1. Our liability for unauthorised or incorrectly executed Payment Orders and Payment Transactions and the non-execution or defective execution (including late execution) of Payment Orders and Payment Transactions will be as set out in Clauses 10 and 11, where applicable. In other matters or where the relevant provisions of Clauses 10 and 11 do not apply, we will not be liable to you or any other person for any loss or damage suffered in connection with the Services provided by us under the Agreement, except as otherwise required by applicable law which cannot be derogated from by the Agreement, or if and to the extent that such loss or damage results from fraud, gross negligence or the failure to perform our obligations under the Agreement on our part. In particular, and without prejudice to the generality of the foregoing, we will not be liable for any loss or damage which arises from:
- 19.1.1. the closing or refusal to open an Account or for the termination of or refusal to provide any Service;
  - 19.1.2. acts and omissions of third parties, including the failure by any correspondent bank, payment service provider, intermediary or other person involved in a payment order or a payment or other transaction, to correctly and timely effect such transaction;
  - 19.1.3. the Bank allowing or not allowing any Authorised or Unauthorised Overdrafts on your Account under the Agreement.
- 19.2. You acknowledge and agree that we cannot guarantee the complete security of any instructions given by electronic mail, through the Online Services or otherwise by electronic means (“**Electronic Instructions**”) from hacking, unauthorised access, virus attacks and other deliberate attempts by third parties in breaching the security features that may be in place. We are not liable for any prejudice or loss suffered:
- 19.2.1. as a consequence of any virus or other destructive features which may adversely affect any hardware, software or equipment;
  - 19.2.2. arising from factors beyond our control, including failure of communication networks, mechanical failures, power failures, malfunction, breakdown or inadequacy of equipment which may result in a requests or Electronic Instructions being delayed, lost or inaccurately transmitted.
- 19.3. To the fullest extent permitted by law and notwithstanding anything to the contrary in the Agreement, we will not be liable to you 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).

- 19.4. We are not liable for any loss or damage or for any failure to fulfil our duties under the Agreement if such loss or damage is caused, directly or indirectly, by force majeure such as the act of God, any act by any Government or other competent authority, civil commotion, an act of terrorism, rebellion, flood, storm, tempest, fire, the failure, malfunction or unavailability of utilities, telecommunications, data communications and computer systems and services, war, civil unrest, strikes, lock-outs or other industrial action or trade disputes or other cause whether similar or not, outside our reasonable control and which makes it practically impossible for us to comply with our obligations under the Agreement. In such event, we will however use all reasonable efforts to minimize the effects or to resume operations as soon as reasonably possible, and we will inform you that such event has occurred as soon as reasonably possible.
- 19.5. 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 or any other person acting for you or on your behalf breaching any of the provisions of the Agreement or the laws that apply to you or such other person, or (ii) the Services provided to you under the Agreement, 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 or are losses for which we are liable under the Agreement.

## 20. Assignment

- 20.1. We may assign or otherwise transfer all or any of our rights in relation to your Account(s) and our other rights under the Agreement. We may also transfer any of our obligations under the Agreement to someone we reasonably consider capable of performing them. We are not required to obtain your consent for any such transfer, unless we transfer all our rights and obligations under the Agreement and such transfer may reduce the guarantees or warranties for you.
- 20.2. You may not assign or transfer in any way all or any of your rights or obligations arising under the Agreement, without our prior consent.

## 21. Changes to the Agreement

- 21.1. We may propose changes to these General Terms by mail, electronic mail or through the Online Services, no later than two (2) months before their proposed date of application. You can either accept or reject changes before the date of their entry into force. You will be deemed to have accepted such changes, unless you notify us that you object to the changes before the proposed date of their entry into force. If you reject the changes, you have the right to terminate the Agreement immediately and free of charge, with effect at any time until the date when the changes would have applied. Your notice objecting to the proposed changes to these General Terms will be treated as a notice of termination of the Agreement.
- 21.2. Changes in the Interest Rates and Exchange Rates may be applied by us immediately and without notice, if they are based on Reference Interest Rates or Reference Exchange Rates. Changes in the Interest Rates will be made available at the earliest opportunity on the Website or through the Online Services for (positive or negative) credit interest, and in the Tariffs Sheet, for debit interest, unless otherwise agreed between you and us. Changes in Interest Rates or Exchange Rates which are more favourable to you, may be applied without notice.

- 21.3. We may make changes to any document forming part of the Agreement, other than these General Terms, in the manner stated in such document, or if not stated in such document, in accordance with this Clause 21.
- 21.4. We may make the changes to the Agreement (including these General Terms, the Interest Rates and Exchange Rates), for any of the following reasons:
- 21.4.1. if the change is favourable to you;
  - 21.4.2. following or in anticipation of, and to reflect a change in relevant law or regulation, or to reflect a change in industry guidance or code of conduct or good banking practice;
  - 21.4.3. to enhance the security or functionality of our systems with respect to our products or services;
  - 21.4.4. to reflect a relevant recommendation, guidance, requirement or decision of any court, regulator or competent authority;
  - 21.4.5. to reflect the costs or consequences of any event beyond our control that may impact our provision of accounts, services or facilities to our customers;
  - 21.4.6. to make the provisions of the Agreement clearer;
  - 21.4.7. to reflect any change in our systems or procedures, including any change arising from any reorganisation of our business as a result of it being acquired by, or by our acquiring, another bank or other entity;
  - 21.4.8. to update Exchange Rates and Interest Rates or to reflect any change in the Reference Exchange Rate or Reference Interest Rate, or any rate that replaces it;
  - 21.4.9. to reflect changes or anticipated changes in costs associated with relevant technology, the costs we pay to others in respect of the products and services we offer, inflation and/or in our costs of providing accounts, services, products or facilities;
  - 21.4.10. to reflect any changes or anticipated changes in money market interest rates or the cost to us of money we lend or deposit, or any changes in reference rates we use;
  - 21.4.11. to improve the services or products we provide and to increase our charges to reflect the additional associated costs;
  - 21.4.12. to reflect changes in our internal policies, procedures and processes
  - 21.4.13. to reflect decisions taken by the Bank to improve competitiveness, market share and/or the profitability of our business as a whole.

## 22. [Blocking of Accounts and termination of the Agreement](#)

- 22.1. You have the right to close an Account, terminate a service or product provided under the Agreement or terminate the entire Agreement by giving us one (1) months' notice. You also have the right to terminate the Agreement at any time, by giving us notice, if we fail to fulfil our obligations under the Agreement, and if such failure can be remedied, we do not remedy it within ten (10) Business Days.

Notice of termination must be given to us in writing by mail or electronic mail, and the original signed termination notice must be provided to us upon request.



22.2. If the entire Agreement is terminated within the first six (6) months, a Charge may apply in line with costs incurred by us; after expiry of the first six (6) months, termination of the entire Agreement will be free of charge. If a particular Account is closed or a service or product is terminated, without termination of the entire Agreement, a Charge may apply for the closure of the Account, or termination of the service or product concerned.

22.3. We reserve the right to block (suspend) any Account, at our discretion, for security reasons, if we are required to do so pursuant to any order from any court or competent authority, if we reasonably suspect that you or any person acting on your behalf are acting fraudulently or in breach of any law, that your Account is being misused, or that the operation of the Account may damage our reputation, or on such other grounds as may be given in the Agreement.

An Account may also be blocked if it is pledged or instructions in relation to the Account are otherwise restricted, in accordance with your express instructions duly notified in writing to us and acknowledged and accepted in writing by us.

22.4. We may close an Account, terminate a service or product or terminate the entire Agreement, at our discretion, by giving you at least two (2) months' notice in writing.

22.5. If you have not initiated any transaction and you have not communicated with us with regard to any Account you hold with us in the past three (3) years (each a "**Dormant Account**"), we reserve the right to:

22.5.1. close any Dormant Account which has a debit balance or credit balance of less than one thousand euro (EUR1,000), or equivalent in another currency; and, or

22.5.2. block any Dormant Account which has a credit balance of one thousand euro (EUR1,000) or more, or equivalent in another currency,

at our discretion and without notice.

22.6. We may also close an Account, terminate a service or product or terminate the entire Agreement at any time by giving you notice in writing, with immediate effect, in the following circumstances:

22.6.1. if you fail to fund your Account with the minimum balance required in accordance with Clause 4.4;

22.6.2. if you are in serious or repeated breach of the provisions of the Agreement (for example, if you repeatedly run into Unauthorised Overdrafts);

22.6.3. if we have demanded you to pay any amounts due to us under the Agreement and you fail to do so within a reasonable time;

22.6.4. if you fail to fulfil your obligations under the Agreement, and if such failure can be remedied, you do not remedy it within ten (10) Business Days;

22.6.5. if you suspend payments of any of your debts or are unable to or admit inability to pay your debts as they become due, or if a curator, administrator, receiver or liquidator (or similar officer under applicable law) is appointed in bankruptcy or insolvency proceedings (or similar proceedings under applicable law);

- 22.6.6. if you have provided us with false or misleading information, or insufficient information to enable us to comply with our legal or regulatory requirements (for example, in relation to prevention of money laundering or funding of terrorism or tax reporting);
  - 22.6.7. if we suspect or are aware that you are involved in money laundering or terrorism financing or we have reasonable grounds to believe that you are carrying out any illegal activity or you have committed or are about to commit any (other) crime in connection with your Accounts or any products or services we offer;
  - 22.6.8. if any other event occurs or circumstances arise which in our opinion are likely to affect materially and adversely your ability to perform all or any of your obligations under the Agreement or the law to which you are subject or our ability to comply with our legal or regulatory requirements, or which we reasonably believe might damage our reputation.
- 22.7. If an Account is closed or a particular service or product is terminated, the Agreement will be terminated insofar as it applies to the Account being closed or the service or product being terminated. The entire Agreement will be terminated if these General Terms and Conditions are terminated.
- 22.8. If there are any outstanding Payment Orders or transactions in progress at the time of termination of an Account, we will execute the transaction before we close the Account. You agree however that you will not initiate any Payment Order or Payment Transaction or allow any Payment Order or Payment Transactions to be carried out that cannot be executed in good time before the time of closure of the Account.
- 22.9. When an Account, product or service or this Agreement is terminated, you will immediately stop using the Online Services and, or any Payment Instrument that we have provided (if any). You must delete and uninstall any software that we may have provided or made available, and take such other action in respect of the Online Services and the App as provided for in the OS Terms.
- 22.10. You must pay any amount owed to us in relation to or that is to be charged to the Account being closed before we close the Account. If after the closure of the Account, you incur any Charges or other amounts owed to us, you agree to pay us these amounts in full. Charges for payment services levied by us on a regular basis are payable by you proportionally up to the termination of the Agreement, and if such Charges were paid in advance, we will reimburse them proportionally.
- 22.11. Any funds that we have to repay to you after the closure of an Account or the termination of the Agreement will be transferred to another bank or payment account held in your name, from which funds were previously transferred to any of your Accounts or otherwise as may be specified by you. If for any reason we cannot transfer the funds to such bank or payment account, we may, at our discretion and at your expense:
- 22.11.1. hold the funds for you, on an account in our name or an account held by a third party acting as fiduciary, which may be an account on which funds belonging to other customers which remain unclaimed are also held;
  - 22.11.2. repay you by sending you a cheque or banker's draft by post to the last postal address you have notified to us (or in the case of a company or other entity, the registered or head office address); or

22.11.3. deposit the funds in Court, by filing a schedule of deposit and lodging the funds in accordance with the Code of Organisation and Civil Procedure (Chapter 12 of the Laws of Malta).

We are entitled to convert any funds not denominated in euro that are repayable to you into euro, at any time before or upon the date of repayment, at the prevailing Exchange Rate.

22.12. In the event that we are notified of your death, we will block your Account(s) until we have received the documents and information required for us to be satisfied that the persons claiming to be authorised to continue operating the Account(s) are duly authorised to do so and all relevant formalities have been completed. This may be subject to a Charge. We may require the relevant documents to be certified by a notary public or other person acceptable to us, at the estate's expense. When we receive any instructions related to transfer of funds from any Account of the deceased, we reserve the right to suspend the execution of the Payment Transaction until we receive evidence to our satisfaction that such transaction is duly authorised and that the Payee is legally entitled to receive such funds. We may however accept funds transferred to the Account(s), without notice or consent. Prior to the settlement of the estate of the deceased, we are not obliged to provide information in relation to actions and transactions that have been carried out before the time of the death of the Customer.

22.13. Upon termination of the Agreement, we will provide you, free of charge, in electronic form or on paper, with the periodic statement(s) for the previous year and an interim statement covering the period from the last date of the periodic statement until the date of termination.

### 23. Deductions from your Accounts and right of set-off

23.1. We are entitled to deduct any amounts you owe us under the Agreement (including any Charges, interest and amounts related to currency conversion) from the Account to which they relate, as and when they become due and payable to us or at such intervals as we may decide. Such deductions may be made at any time, and without us notifying you, but these will be reflected in your Account statements. By entering into the Agreement, you irrevocably and unconditionally authorise us to make these deductions, which authorisation is given as a mandate by way of security to us, and we declare to accept this mandate and to have an interest therein.

23.2. If any of the Accounts are in credit, we may deduct any amounts you owe us in respect of any other Accounts you hold with us in the same name (including any Joint Accounts), whether or not those Accounts are in the same currency, at any time. This is called a right of set-off, and we may exercise it without any liability to you, for example, when an Account is closed, or a product or service or this entire Agreement is terminated, or if insufficient funds are available on the Account from which the amount would otherwise be deducted. If we decide to exercise the right of set-off, at our discretion:

23.2.1. we will notify you when and for which amounts due to us the deduction has taken place;

23.2.2. we may convert into euro at the prevailing Exchange Rate any balance that is in a currency other than euro; and

23.2.3. we may end any fixed or term deposit period applying to any Account and adjust the interest payable.

By entering into the Agreement, you irrevocably and unconditionally authorise us to implement these provisions regarding set-off, which authorisation is given as a mandate by way of security to us, and we declare to accept this mandate and to have an interest therein.

23.3. Nothing in this Clause 23 will prevent us from exercising at any time any other right of set-off or other rights we may have at law or under the Agreement, to obtain payment of the amounts you owe to us.

#### 24. Complaints and alternative dispute resolution

24.1. You may submit a complaint to us:

24.1.1. by e-mailing us on: [compliance@sparkasse-bank-malta.com](mailto:compliance@sparkasse-bank-malta.com); or

24.1.2. by sending a letter addressed to the Compliance Officer, to the following address: Sparkasse Bank Malta p.l.c., Attn: the Compliance Officer; 101, Townsquare; Ix-Xatt ta' Qui-si-Sana; Sliema SLM3112; Malta.

24.2. A complaint should be made in writing, and we recommend that you use our complaints form, which is available from our Website and will be sent to you on request.

24.3. We will acknowledge and handle your complaint in accordance with our complaints handling procedure; information on this procedure is available from our Website.

24.4. If you are not satisfied with the way your complaint has been handled or its outcome, you may submit a complaint to the Office of the Arbiter for Financial Services under the Arbiter for Financial Services Act (Chapter 555 of the Laws of Malta).

Information on the submission of complaints to the Office of the Arbiter for Financial Services is available from their website: [www.financialarbiter.org.mt](http://www.financialarbiter.org.mt)

The Office of the Financial Arbiter is competent to deal with disputes concerning rights and obligations under Directive No 1 issued by the Central Bank of Malta, which transposed certain provisions of PSD2. A complaint regarding an alleged infringement of Directive No 1 issued by the Central Bank of Malta by the Bank as a payment services provider or to settle a dispute concerning the rights and obligations arising under the same Directive, may be submitted by a payment services user who is an “eligible customer” in terms of the Arbiter for Financial Services Act (the definition of Eligible Customer is reproduced in the Glossary). Essentially, you are an Eligible Customer if you are an individual (natural person) or Micro-Enterprise, and you applied for the provision of financial services to us or we have offered or provided financial services to you.

24.5. Payment services users who are not Eligible Customers and interested third parties, may submit a complaint regarding an alleged infringement of Directive No 1 issued by the Central Bank of Malta, to the Central Bank of Malta (website: [www.centralbankmalta.org](http://www.centralbankmalta.org) ).

#### 25. Governing law and dispute resolution

25.1. The Agreement and any non-contractual matters will be governed by and construed in accordance with the laws of Malta.

25.2. We will endeavour to settle amicably and out-of-court any dispute or claim related to the Agreement (including the interpretation, validity, performance, breach or termination thereof) and any non-contractual matters (the “**dispute**”). If you are an Eligible Customer and wish to resort to alternative dispute resolution, you may do so by submitting a complaint to the Office of the Financial Arbiter as explained in Clause 24.4.

25.3. Any dispute not settled amicably and out-of-court within thirty (30) calendar days from receipt by you or us of a request for amicable settlement, will be referred to and finally resolved by arbitration in accordance with the provisions of Part IV (“Domestic Arbitration”) of the Arbitration Act (Chapter 387 of the Laws of Malta) and the Arbitration Rules made thereunder, as in force on the date of commencement of the relevant dispute (such commencement to be established in accordance with such Arbitration Rules).

The seat of the arbitration will be in Malta, at such place as may be agreed or, failing such agreement, at the premises of the Malta Arbitration Centre.

## 26. Depositor compensation scheme

26.1. We are a member of the Depositor Compensation Scheme (the “**DCS**”) established under the Depositor Compensation Scheme Regulations (S.L. 371.09). For information about the DCS, please refer to the information made available on our Website or the website: [www.compensationschemes.org.mt](http://www.compensationschemes.org.mt).

## 27. Miscellaneous

27.1. You are not allowed to state that we act as your bank or otherwise use our name in any documents in any form (including on a website), except:

27.1.1. where this is required for the proper operation of any Account or any products or services provided by us;

27.1.2. where you are required to give information about us by law or regulation or by any government entity or agency or competent authority; or

27.1.3. with our prior consent.

You are not allowed to use any of logos or trademarks (whether or not they are registered), without our prior consent in writing.

27.2. If we choose not to exercise any of our rights against you immediately we can still do so later.

27.3. The rights and remedies under the Agreement are cumulative and not exclusive of the rights and remedies provided by law.

27.4. If any part of the Agreement is unenforceable, invalid or illegal in any relevant jurisdiction then that part will be separated from the rest of the Agreement which will continue to be valid and enforceable.