SPAR KEY APP - END USER LICENCE AGREEMENT

This Spar Key Application (the "App") is provided by Sparkasse Bank Malta public limited company (the "Licensor" or the "Bank").

This App is licensed, not sold, to you. Your license to the App is subject to your prior acceptance of this end user license agreement ("EULA") between you and the Licensor. The EULA is concluded between you and the Licensor only and not with Apple. Licensor, not Apple (or any internet service or mobile network provider or any other intermediary), is solely responsible for the App and the content thereof.

The App may be used only if you are an authorised user of the Bank's online services and for the purpose stated below, in accordance with the applicable terms and conditions related to the use of the Bank's online services to which the App provides access (the "User Terms") provided to you and available from the Bank's website or upon request.

The App gives the Bank access to certain information on or through the device on which it is installed and will entail the processing of information by the Bank as explained in the Spar Key Privacy Notice which is available from the Bank's website.

Before using the App, you should read this EULA, as well as the User Terms and the Spar Key Privacy Notice carefully. By downloading and installing the App, you confirm that you have read this EULA and that you agree to and accept the terms and conditions set out in this EULA.

Your license to use the App under this EULA is granted by the Bank. The Licensor reserve all rights in and to the App not expressly granted to you under this EULA.

- 1. Scope of License: Licensor grants to you a revocable, non-exclusive, non-transferable license to use the App on any Apple-branded product that you own or control ("Device") and as permitted by the usage rules set forth in the App Store Terms of Service (the "Usage Rules"), this EULA and the User Terms. If any terms of use of the App in this EULA conflict with the Usage Rules, the Usage Rules will prevail. The terms of this EULA will govern any content, materials or services accessible from the App as well as upgrades provided by the Licensor that replace or supplement the original App, unless such upgrade is accompanied by a EULA. Except as provided in the Usage Rules or User Terms, you may not distribute or make the App available over a network where it could be used by multiple devices at the same time. You may not transfer, redistribute or sublicense the App and, if you sell your Device to a third party or dispose of it otherwise, you must remove the App from the Device before doing so. You must also remove the App if you are no longer authorised to use it or the Bank's online services. You may not copy (except as permitted by this license and the Usage Rules and User Terms), reverse-engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the App, any updates, or any part thereof (except as and only to the extent that any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open-sourced components included with the App, if any). You may not transfer the App or this EULA to any third party, rent, lease or lend the App, or publish or otherwise make the App available for others to copy.
- **2. Purpose of the App:** The purpose of the App is to enable strong customer authentication where a customer of the Bank, or a user authorised to act on the customer's behalf, accesses the

customer's accounts through the Bank's online services, initiates a transaction through the online services or carries out any action through the online services which may imply a risk of payment fraud or other abuses. The App also gives the Bank access to information in order to carry out transaction monitoring so that the Bank can detect unauthorised or fraudulent transactions related to the authentication procedure mentioned above. The financial and other services or products which you can access with the App are provided by the Bank to you only if you are the customer of the Bank, or a user acting on the customer's behalf, in respect of the accounts to which the Bank's online services give access in combination with the App. The Bank does not offer any financial or other services or products to you by providing you with the App.

- 3. Use of the App: You must not use the App on any device or operating system that has been modified outside the device or operating system of vendor supported or warranted configurations. This excludes any use on devices that are "jail broken", "rooted" or otherwise tampered with. For the purpose of this EULA, a jailbroken or rooted device means one that has been freed from the limitations imposed on it by your network provider or the device manufacturer without their approval. Further restrictions on and conditions for the use of the App, the Device and the Bank's online services are set out in the User Terms.
- **4. Maintenance and support:** Licensor, not Apple (or the device manufacturer or network provider), is responsible for providing any maintenance and support services with respect to the App, as specified in the EULA and the User Terms or as required under applicable law. Apple (or the device manufacturer or network provider) has no obligation whatsoever to furnish any maintenance and support services with respect to the App.
- 5. Use of data: You agree that Licensor may collect and use technical data and related information, including but not limited to technical information about your Device, system and application software, and peripherals, that is gathered to facilitate the provision of software updates, product support, and other services to you related to the App. Licensor may use this information, as long as it is in a form that does not personally identify you, to improve its products or to provide services or technologies to you. Furthermore, installing and using the App involves the collection, use, storage and other forms of processing of information, as explained in the Spar Key Privacy Notice. For further information about the processing of information via the App, please refer to the Spar Key Privacy Notice.
- **6. Data charges:** Data charges (including roaming charges) from your mobile service or internet service provider may apply. You are responsible for such charges.
- 7. Term and termination: This EULA comes into effect when you install the Application (the "Effective Date") and is effective until terminated by you or Licensor. You may terminate this EULA at any time by uninstalling the App from your Device. Your rights under this EULA will terminate automatically if you fail to comply with any of its terms. The right to terminate this EULA and the User Terms, by you or the Bank, on any other grounds, and the consequences of termination, are set out in the User Terms. This EULA will also terminate if Apple disables the ability to use the App on your Device or removes the App from your Device.
- **8. External services:** The App enables access to Licensor's online services (the "External Services"). You will not use the External Services in any manner that is inconsistent with the terms of this EULA or the User Terms or that infringes the intellectual property rights of Licensor or any third party. You agree not to use the External Services to harass, abuse, stalk, threaten or defame any person or entity, and that Licensor is not responsible for any such use. External Services may not

- be available in all languages or in your country, and may not be appropriate or available for use in any particular location. To the extent you choose to use such External Services, you are solely responsible for compliance with any applicable laws. Licensor reserves the right to change, suspend, remove, disable or impose access restrictions or limits on any External Services at any time without notice or liability to you.
- 9. Intellectual property rights: In the event of any third party claim that the App or your possession and use of the App infringes any third party's intellectual property rights, Licensor, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim. The Bank's obligations in this regard are as set forth in the User Terms.
- 10. NO WARRANTY: YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE APP IS AT YOUR SOLE RISK, EXCEPT AS AND ONLY TO THE EXTENT THAT THE USER TERMS OR APPLICABLE LAW PROVIDE OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE APP AND ANY SERVICES PERFORMED OR PROVIDED BY THE APP ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND LICENSOR HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE APP AND ANY SERVICES, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THAT THE APP IS FREE FROM DEFECTS OR VIRUSES OR THAT ACCESS TO THIS APPLICATION WILL BE UNINTERRUPTED OR WITHOUT DELAYS OR FAILURES AND THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND OF NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LICENSOR OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE APP OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION, EXCEPT AS AND ONLY TO THE EXTENT THAT THE USER TERMS OR APPLICABLE LAW PROVIDE OTHERWISE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU. In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App (if any) to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever
 - with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty (to the extent not effectively disclaimed) will be the Licensor's sole responsibility.
- 11. Product claims: The Licensor, not Apple (or the device manufacturer or network provider), is responsible for addressing any claims of you or any third party relating to the App or your possession and/or use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy, or similar legislation.
- 12. LIMITATION OF LIABILITY: TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL LICENSOR BE LIABLE FOR PERSONAL INJURY OR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OF OR INABILITY TO USE THE

APP, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) AND EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. In no event shall Licensor's liability to you for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the liability accepted by the Licensor under the User Terms. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

APPLE IS NOT RESPONSIBLE FOR, AND WILL NOT HAVE ANY LIABILITY WHATSOEVER UNDER THIS EULA.

- 13. Export restrictions: You may not use or otherwise export or re-export the App except as authorized by United States law and the laws of the jurisdiction in which the App was obtained. In particular, but without limitation, the App may not be exported or re-exported (a) into any U.S.-embargoed countries or (b) to anyone on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Department of Commerce Denied Persons List or Entity List. By using the App, you represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also agree that you will not use the App for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture, or production of nuclear, missile, or chemical or biological weapons.
- **14. Third Party Terms of Agreement:** You must comply with applicable third party terms of agreement when using the App.
- **15. Third Party software:** Licensor is not responsible for any third party software that may be used in connection with the App.
- **16. Third Party Beneficiary:** Apple, and Apple's subsidiaries, are third party beneficiaries of the EULA, and, upon your acceptance of the terms and conditions of the EULA, Apple will have the right (and will be deemed to have accepted the right) to enforce the EULA against you as a third party beneficiary thereof.
- **17. Variation:** The Bank may change any part of this EULA or replace it at any time, by giving notice to you, in accordance with the User Terms.
- **18. Governing law and jurisdiction:** Except as and to the extent that applicable law expressly provides otherwise, this EULA shall be governed by the same laws that govern the User Terms and any disputes in a connection with this EULA shall be resolved in accordance with the provisions on dispute resolution in the User Terms.
- 19. Licensor's details: The Licensor is Sparkasse Bank Malta public limited company, whose registered office and head office are located at the following address: Sparkasse Bank Malta plc, 101 Townsquare, Ix-Xatt ta' Qui-si-Sana, Sliema SLM3112, Malta. If you have any questions, complaints or claims with respect to the App, you may contact us by telephone on: +356 21 335 705, or by e-mail on: spar.key@sparkasse-bank-malta.com

Version: June 2019