

myAPS Terms & Conditions

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Governing terms and documents

These myAPS Terms and Conditions govern the use of myAPS Service opened and held by APS Bank plc.

It is important that you carefully read and understand the following documents as the registration and use of myAPS Service is also subject to your agreement with us concerning:

- i. these myAPS Terms and Conditions,
- ii. the General Terms and Conditions, www.apsbank.com.mt/terms-and-conditions,
- iii. myAPS Business Application Form (applicable for Non-Personal Customers),
- iv. our Data Privacy Policy, www.apsbank.com.mt/gdpr,
- v. any terms and conditions applicable to the specific accounts, products or services which shall continue to apply together with myAPS Terms and Conditions, www.apsbank.com.mt/terms-and-conditions,
- vi. all other applicable documents such as the Tariff of Charges governing the requested accounts, products and services.

If you encounter any query in relation to the applicability of the entire Terms and Conditions to the myAPS Service, please reach out to us and we will assist you.

If you do not accept these myAPS Terms and Conditions, you cannot use myAPS Service and cannot continue logging in to this Service.

Definitions

Certain words have a particular meaning throughout these myAPS Terms and Conditions. We have listed some of these words and their meanings in the General Terms and Conditions and below:

Account Holder	The customer in whose name we maintain the Account.
Account	The account that is in your name and which you have opted to have available on myAPS Service.
Agreement	The agreement in force between us and you and which includes, amongst other documents, these myAPS Terms and Conditions that regulate the use of myAPS Service.
Authorised User	The designated person/s authorised to access myAPS Service.
Bank, we, us, our	APS Bank plc (C2192), whose registered address is at APS Centre, Tower Street, Birkirkara, BKR 4012, and anyone we transfer any of our rights and obligations to or who takes over our company.
Biometric Authentication	A form of security that measures and matches biometric features of an individual to verify identity when using myAPS Service.
Biometric Features	Unique, measurable, physical characteristics which are used to recognise the identity or verify the claimed identity of an individual, such as Fingerprint recognition and Face recognition.
Customer, you, your, yourself	Personal or Non-Personal Account Holders registered and making use of myAPS Service.
Daily Limit	The maximum authorised cumulative value of daily transactions permitted for each Authorised User.
Device	Examples of devices include without limitation, smartphones (Android and iOS), tablets, laptop/desktop computers.
Face recognition	A biometric authentication facial recognition feature which gives you access to the myAPS Service through the facial recognition registered on your Device.
Fingerprint recognition	A biometric authentication which gives you access to the myAPS Service through the fingerprint registered on your Device.

Interest Rate Factsheet	Credit and Debit interest rates payable and their frequency. These are listed in the Bank's Interest Rate Factsheet available from our branches and Website. www.apsbank.com.mt/interest-rates .
Joint Account	An Account held in the name of two or more Account Holders.
myAPS Business	Internet and Mobile Banking Service that the Bank offers to Non-Personal Account Holders, (entities such as a corporate company or a Non-Governmental Organisations) which will facilitate certain management, viewing and carrying out of instructions, accessible 24x7.
myAPS Internet Banking	The Service provided by us which will facilitate certain management, viewing and carrying out of instructions of your Account/s through our Website, accessible 24x7.
myAPS Mobile Banking or myAPS App	The Service provided by us which will facilitate certain management, viewing and carrying out of instructions of your Account/s through your mobile or other Device/s, accessible 24x7.
myAPS Personal	Internet and Mobile Banking Service that the Bank offers to Personal Account Holders which will facilitate certain management, viewing and carrying out of instructions, accessible 24x7.
myAPS Physical Token	A physical Device which will generate a PIN to give you access to myAPS Internet Banking.
myAPS Service or the Service	Internet and Mobile Banking Service that we offer, which will facilitate certain management, viewing and carrying out of instructions of your Account/s which are accessible 24x7.
myAPS Soft Token	An Android or iOS mobile device installed with a myAPS App which generates a Secure Code post authentication.
Non-Personal Customers/ Non-Personal Account Holders	Entities who hold an Account with us, for example corporate entities or Non-Governmental Organisations.
Payment Account	An Account held in the name of one or more Account Holders and which you use to make payments.
Payment Authorisation	The CRONTO image (QR code/matrix barcode) generated from myAPS Mobile Banking and/or myAPS App and used each time you make certain requests, give certain instructions or effect certain transactions through myAPS Internet Banking Service.
Payment Instruments	Any personal Device (including any card, myAPS Physical Token, myAPS Soft Token and your mobile phone, used separately or together) which you use to make payments.
Personal Customers/Personal Account Holders	Individuals registered and making use of myAPS Service for personal purposes.
PIN	A personal identification code chosen by you which identifies you when logging in to myAPS Mobile Banking, myAPS App and/or myAPS Physical Token in order to give you access to myAPS Service.
Secure Code	The one-time password (OTP), generated from myAPS Mobile Banking and/or myAPS App and used each time you access myAPS Internet Banking Service.
Security Details	Ways of checking your identity, such as username, passwords, PINs and Biometric Authentication (for example, Fingerprint recognition or Face recognition).
System Administrator	Individuals appointed by Non-Personal Customers in accordance with the myAPS Business Application Form who are granted specific rights and control over the Non-Personal Customer's Account/s.
Tariff of Charges	A document that sets out important information on our rates, fees and charges. www.apsbank.com.mt/tariff-of-charges .
Transaction Limit	The default transaction limits set up for the use of myAPS Service. www.apsbank.com.mt/myaps-help .

Username	A sequence of characters chosen by you which identifies you when logging into myAPS Service.
Website	The APS Bank plc website through which you can access myAPS Internet Banking Service.

1. myAPS Service

myAPS Terms and Conditions are applicable to the following Account Holders:

Personal Customers - myAPS Personal

Non-Personal Customers - myAPS Business

1.2 You are granted first-time access to the myAPS Service once you:

- i. Read these myAPS Terms and Conditions and agree to them.
- ii. Identify yourself by providing your true, accurate and up-to-date personal identification details and contact details during the self-registration process online or when being registering for the Service at the branch.
- iii. You enter the Username and Secure Code in case of myAPS Internet Banking or entering the PIN and/or Biometric Authentication on myAPS Mobile Banking and/or myAPS App from the registered Device.
- iv. Non-Personal Customers need to register their Authorised Users for the use of myAPS Business by being identified and filling the necessary forms at the branch.

1.3 This Service is for APS Personal and Non-Personal Customers sole and exclusive use.

1.4 You are to carry out the procedure referred to in point 3.2 (iii) above each time you want to access the Service.

1.5 Charges and any other applicable fees in relation to the use of myAPS Service are outlined in the Bank's Tariff of Charges.

1.6 We have the right to decide and occasionally change the functionalities and type of services available on myAPS Service, including but not limited to:

- Enhancing, modifying or reducing the type of services at any time.
- Effecting changes on the use of the type of services such as Transaction Limits.
- Occasionally and/or as part of our risk control, we may reduce or reset the transfer limits should you have not utilised myAPS Service for a long period of time.

1.7 We shall consider every request, instruction or transaction received through myAPS Service as a request, instruction or transaction authorised by you, this notwithstanding any mandate which you would have previously given us. We will not check the validity or correctness of any request, instruction or transaction received through myAPS Service. We cannot verify the identity or authority of the person making any such request, giving any such instruction or effecting any such transaction, or the authenticity of same, apart from verifying the Security Details and Payment Instruments such as Username and Secure Code in case of myAPS Internet Banking or entering the PIN or Biometric Authentication on myAPS Mobile Banking/myAPS App.

1.8 You acknowledge that a person (whether another user/s appointed by you on your instructions or any authorised or unauthorised third party) who gets to know the Security Details and the registered Payment Instrument (in breach of these myAPS Terms and Conditions) shall have access to use of the Service (as if they were the Authorised User who is using the Service). You shall remain fully responsible for any request, instructions and/or transactions received or done through myAPS Service by any such person.

2. Execution of transactions

- 2.1 We shall only act on your request or instruction/s, in so far as it is in our opinion, not suspicious, practicable and reasonable to do so, and in accordance with our regular business and procedures.
- 2.2 Once a transaction has been processed, it cannot be stopped, modified or delayed.
- 2.3 Once a request or instruction has been accepted and/or a transaction has been successfully processed through myAPS Service, we will generate a confirmation message. If such confirmation is not received, you should immediately contact us.
- 2.4 Should you not have sufficient funds available to execute a request, instruction or transaction and for any applicable fees, commissions, charges and interests, then the transaction will not be affected. In such instances, we reserve the right to charge a fee as per the Bank's Tariff of Charges.
- 2.5 The exchange rate used for any transaction shall be the exchange rate valid at the time of processing. We reserve the right to suspend all or any functionality which requires the use of an exchange rate if there are valid reasons for doing so, including but not limited to, during a volatile market.
- 2.6 The exchange rate that will be applied by the Bank for a transaction that has been inputted through the myAPS Service may differ from the exchange rates quoted on our website and may change from time to time.
- 2.7 Should a request or instruction for a transaction be incomplete or erroneous, any exchange loss including any Bank and foreign bank's fees and charges (if applicable) will be incurred solely by you.
- 2.8 We have the right to request details regarding the origin of the money involved in a particular transaction.
- 2.9 You can view an electronic copy of the Statement of the Account/s and Statement of Fees from the "View Statements" option available through myAPS Internet Banking and myAPS Mobile Banking.
- 2.10 You may use myAPS Service for the purpose of effecting transactions with third parties.
- 2.11 Since the Bank is not a party to the transaction/s effected by you to third parties, we shall not be held liable for any errors, acts, omissions, delays or shortcomings on your behalf or third party in such transactions.
- 2.12 You acknowledge that there may be a time-lag in the transmission of requests, instructions, information or communications via the internet.

3. Your Obligations

- 3.1 You hereby agree that myAPS App can only be installed on the approved list of Devices. The approved list of Devices consists of any mobile device running an iOS or Android operating system having the current or one of the two major previous versions. You agree not to install myAPS App on Devices that are jailbroken, rooted or otherwise compromised, unless we issue a statement that these Devices are allowed.
- 3.2 You hereby undertake to act in good faith and exercise due diligence and care when using myAPS Service. Moreover, you hereby confirm that the data inputted on myAPS Service is of a true, correct, accurate and complete nature and that you are aware of the responsibility for the authenticity of the same.

- 3.3 You hereby agree not to use the Service and or the Website for any purpose that is unlawful, abusive, libelous, obscene or threatening.
- 3.4 You acknowledge that it is your responsibility to ensure that the use of the Service complies with all prevailing laws, rules and regulations (whether pertaining to Malta or any other country) as applicable to you. You agree not to use the Service to make payments for any illegal purchases of items or services that are prohibited under relevant laws, rules, and regulations. You acknowledge and agree that you are solely liable for any transactions conducted in violation of these laws, rules, and regulations. Accordingly, we disclaim any responsibility or liability whatsoever in relation to such transactions.
- 3.5 The myAPS Service is accessed via the internet, a public network beyond our control. It is therefore your responsibility to take the necessary precautions and ensure that any computer or other Device you use to access myAPS Service is free from and adequately protected against computer viruses, damaging components, and potential security threats.
- 3.6 You will not be able to access the myAPS Service unless the software you are using meets the minimum encryption standards. We also support only a limited number of older software versions. If your software does not meet these criteria, you will be unable to use the Service. For more information, please refer to the myAPS internet pages available on our website here: www.apsbank.com.mt/internet-banking
- 3.7 You must use the Service for managing, viewing and operating your Accounts in line with these myAPS Terms and Conditions. The Service must not be used:
- to copy, reproduce, change or tamper with the Service's characteristics and functionalities;
 - to derive any income or profit;
 - for anything that is illegal or inconsistent with these myAPS Terms and Conditions.
- 3.8 You shall keep myAPS Service Payment Instruments and Security Details in a safe and protected place and shall use them responsibly and not disclose their content or transfer them to any third party, including joint account holders.
- 3.9 Once you activate the Biometric Authentication method you must ensure that only your Biometric Features are registered on the Device.
- 3.10 Any Biometric Features registered on the Device may be used to login/authorise payments from the myAPS App. You shall be responsible for unauthorised payments made from your Accounts if you have not kept the mobile device and Security Details safe and if your Biometric Features are not the only Biometric Features registered on the Device.
- 3.11 We shall not be held responsible for any loss or damage suffered by mishandling and/or failure to observe the following guidelines in relation to myAPS Service:
- Protecting your Security Details and Payment Instruments: Section 18 within the General Terms & Conditions. www.apsbank.com.mt/terms-and-conditions
 - Frequently Asked Questions (FAQs) www.apsbank.com.mt/myaps-help
 - Security Guidelines www.apsbank.com.mt/security-tips
- 3.12 In case of loss, misuse, theft, damage or destruction of myAPS Service Security Details and/or Payment Instruments and/or suspicion of any unauthorised access or instruction, you should contact us and inform us immediately.
- 3.13 Moreover, we may request you to co-operate with the reported incident and the police on this matter. In such instances, it shall be our sole and absolute discretion to grant you access once more to myAPS Service.

- 3.14 You must not, and shall not attempt to, decompile, reverse-engineer, translate, convert, adapt, modify, enhance, add, delete, or tamper with any part of the Service, or any associated software in any way.
- 3.15 You acknowledge that it is your responsibility to independently assess market prices and rates for trading. You must verify any information and/or reports before relying on them and seek independent professional advice regarding legal, tax, and other matters related to the use of the Service, information, reports, terms, and any transactions or dealings that may impact you under applicable laws.
- 3.16 Where applicable, you hereby give us consent to debit one of your Payment Accounts selected by you for the settlement of any fees and charges incurred. In the eventuality that the Account selected holds insufficient funds to settle any charges due, then we shall retain the right to debit any other Payment Account held in your sole name in order to settle the outstanding charges. Should there not be any Account from where the charges due may be settled, then the Service shall be suspended until funds are once again available in your Account.

4. Our Obligations

- 4.1 Due to the nature of the Service, we do not guarantee that access to myAPS Service shall be uninterrupted, timely or error free.
- 4.2 We will seek to inform you in advance through myAPS Message Hub and our official website of any anticipated interruptions of myAPS Service, in whole or in part.
- 4.3 Notwithstanding the above, we may suspend the Service, in whole or in part, without previous notice, whenever we consider it necessary to do so, including for maintenance reasons and to protect you when there is a suspected breach of security. In such cases, we may inform you before or immediately after the suspension of the myAPS Service, unless providing such information would compromise security for objectively justified reasons or is prohibited by applicable union or national laws.
- 4.4 We will unblock the myAPS Service once the reasons for blocking no longer exist.
- 4.5 Any fees or charges imposed by us, except for applicable periodic fees, related to transactions that are not successfully completed due to the instances mentioned in the preceding two paragraphs shall be reimbursed. Other than such reimbursement, we shall have no further liability to you.
- 4.6 We shall not be liable for any direct or indirect loss of profit, goodwill, business or anticipated savings or earnings nor for any indirect or consequential loss or damage arising from, or in connection to the myAPS Service.
- 4.7 We will take reasonable steps to ensure that myAPS Service has adequate security systems in place to mitigate risks as effectively as possible.
- 4.8 In the event that it is established that a transaction was executed erroneously by us, we shall credit to the Account any amount and related fees, commissions, charges and interests which may have been debited therefrom. This shall be without prejudice to any other remedy which may be provided for under the Terms and Conditions governing the Account.
- 4.9 In line with the Distance Selling Regulations, Personal Customers may withdraw from a contract entered with us through myAPS Service. For further information, kindly refer to the 'Distance Selling Regulations' section outlined in the General Terms and Conditions.

5. Secure Code Generation

- 5.1. For the duration of myAPS Service and subject to these myAPS Terms and Conditions, we shall grant you a non-exclusive and non-transferable right to generate the Secure Code or One-Time Password (OTP) via the use of the provided Payment Instrument that is required for the use of myAPS Service.
- 5.2. The property rights of myAPS App and myAPS Physical Token shall remain with us, and you are obliged to uninstall myAPS App and/or return myAPS Physical Token immediately upon termination of the Agreement.
- 5.3. If, and whenever we deem fit, we shall have the right to request you to discontinue and/or block access to myAPS App and/or myAPS Physical Token in line with the terms outlined in the General Terms and Conditions.

6. myAPS Message Hub

- 6.1. We will send you instructions, communications and notifications, via myAPS Message Hub within the Service.
- 6.2. You deem to have received and been duly notified of any instruction, communication and notification sent via myAPS Service as soon as it is made available to you.
- 6.3. You can also use myAPS Message Hub in order to communicate with our Contact Centre.

7. Indemnification and Liability

- 7.1. Unless due to gross negligence or intentional default by us or our employees, and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom or the amount of the relevant transaction (whichever is the least), we do not assume any liability or responsibility to you or any other person for the consequences arising from or in connection with:
 - a. the non-availability, delay, interruption, interception, suspension, loss, mutilation or other failure in providing myAPS Service (including without limitation, interruption, interception, suspension, delay or failure to generate the Secure Code), in transmitting requests, instructions, communications, notifications or information relating to the Service or in connecting with the Service Website caused by any act/s, omission/s or circumstance/s beyond our reasonable control,
 - b. failure or delay in processing a transaction effected by you via myAPS Service,
 - c. out-of-date, inaccurate, incorrect or incomplete information and/or calculation,
 - d. any delay or inaccuracy in issuing any advice, confirmation and/or Statement,
 - e. a faulty or inoperative equipment and/or software in use by you or us,
 - f. unauthorised usage of the Security Details, Payment Instruments or myAPS App on the registered Device,
 - g. any usage of myAPS App accessed through registered Biometric Authentication,
 - h. any act or omission on your part in breach of the provisions of these myAPS Terms and Conditions, myAPS Internet Banking Frequently Asked Questions and myAPS Security Guidelines,
 - i. failure on your part to comply with relevant laws and regulations, our policies, instructions, communications and notifications,
 - j. any consequence of unavoidable circumstances (force majeure).
- 7.2. You hereby undertake to keep us fully indemnified at all times and free from all actions, proceedings, claims, damages, losses, charges, expenses (including, without limitation, legal fees and expenses) which we may incur, directly or indirectly, however occasioned, by reason of complying with your instructions. Furthermore, you agree to ratify any action taken by us pursuant to any such instructions, communications and notifications given through myAPS Service.

- 7.3. You shall be held liable for any losses, including the amount of any transaction carried out without your and/or the Authorised User's authority, where it can be proven by us that you have acted fraudulently or acted with negligence, and thereby facilitated the processing the said transaction.
- 7.4. Due to the nature of myAPS Service, we will not be accountable for any loss of or damage to your hardware, software, Devices, data, computer networks, telecommunications or other equipment caused by using myAPS service, unless such loss or damage is directly and solely caused by our negligence or deliberate default.
- 7.5. In addition, we do not warrant that the Service is free from virus or destructive features which may adversely affect your hardware, software or equipment.
- 7.6. We are required to act in accordance with the laws and regulations and requests of public and regulatory authorities in various jurisdictions that relate to the prevention of money laundering, terrorist financing and the provision of financial and other services to any persons or entities that may be subject to sanctions. In fulfilling such duties, we may take any action it deems appropriate, such as the interception and investigation of any request, instruction or transaction and we shall not be liable for any arising loss or damage, of any type and however occasioned, that is suffered by you or any third party arising out of any delay or non-execution.

Therefore, we cannot guarantee the veracity and accuracy of any confirmation message in relation to a request, instruction or transaction that is subject to any action taken in pursuance to the above.

8. myAPS Business

All conditions and clauses outlined in these myAPS Terms and Conditions, including but not limited to those detailed in the previous sections, shall apply equally to myAPS Business, unless otherwise specified.

- 8.1 The myAPS Service is applicable to the entity's Accounts, including both existing and future Accounts. Access and use of myAPS Service are governed by the authorisations specified in myAPS Business Application Form and these myAPS Terms and Conditions.
- 8.2 We shall consider every request, instruction or transaction received through myAPS Service as authorised by you (the Authorised User), this notwithstanding and superseding any other mandate which you would have previously given to us.
- 8.3 Authorised Users may access myAPS Business through the use of the myAPS Physical Token or the myAPS Soft Token. Should the myAPS Physical Token be selected as the authentication method to access myAPS Service, Authorised Users will be granted both the myAPS Physical Token and the myAPS Soft Token. Therefore, Authorised Users granted access to myAPS Business through a myAPS Physical Token can still execute and authorise transactions at any time in accordance with the myAPS Business Application Form through the myAPS Soft Token.
- 8.4 The access and signing rights to the entity's Accounts through myAPS Service are as laid down within the myAPS Business Application Form and may not necessarily be the same in accordance with the mandate instructions provided to us. Any changes to myAPS Business Application Form are to be reported to us immediately through the completion of a new myAPS Business Application Form highlighting such changes or through a secure message, as instructed by us from time to time.

We will not be held responsible for either the misuse of access and/or signing rights, or for failure to notify us of any changes in the myAPS Business Application Form. You agree to indemnify and hold us harmless from any damage or loss arising from the failure to notify us of any changes to the myAPS Business Application Form.

- 8.5 All Authorised Users shall be authorised to communicate with the Bank via myAPS Message Hub, in accordance with the rights granted to them under the bundles specified in the myAPS Business Application Form.
- 8.6 Authorised Users appointed by virtue of myAPS Business Application Form shall be authorised to forward to the Bank signed copies of forms that have been executed by the authorised signatories appointed on behalf of a Non-Personal Customer in accordance with the applicable Appointment of Bankers' Form received by the Bank. The Bank shall be authorised to act in accordance with the instructions contained within the forms forwarded to us, and you shall hold the Bank harmless and indemnify it for any actions taken in accordance with the instructions provided in the forms forwarded to us by the Authorised Users.
- 8.7 Authorised Users granted signing instructions will be regulating all Accounts held in the sole name/s of Non-Personal Customers, as outlined in the myAPS Business Application Form. In particular, those Authorised Users with signing rights who are granted access to Bundle D shall be authorised to execute SEPA transactions uploaded to the myAPS Service and approve any amount relating thereto, regardless of the Transaction Limit assigned to them.
- 8.8 Authorised Users granted access rights to Bundle D by virtue of myAPS Business Application Form shall be authorised to upload files to myAPS Service to create instructions for SEPA transactions.
- 8.9 Authorised Users granted signing instructions and access to Bundle C by virtue of myAPS Business Application Form shall be authorised to close Account/s with a zero balance by communicating with us through myAPS Message Hub.
- 8.10 Authorised Users with signing rights appointed by virtue of myAPS Business Application Form shall be recognized as users when a Non-Personal Customer sets up accounts jointly with third parties.
- 8.11 Authorised Users granted signing instructions by virtue of myAPS Business Application Form shall be authorised to communicate with the Bank through myAPS Message Hub to request the deposit of cash/cheques (that were originally intended to be deposited into a CTS Account using the Bank's Deposit Machine) into your Account/s. Since CTS Accounts can only be operated through myAPS Service, the Bank would have rejected the deposit of cash/cheques into a CTS Account.
- 8.12 The Daily Limit granted to the Authorised Users by virtue of myAPS Business Application Form is the overall cumulative amount when adding together the Daily Limits of all four (4) transfer transaction types (Transfer between own Account/s, Transfer to other APS Account/s and third-party Accounts, SEPA and Non-SEPA Transfers and Bill Payments and donations) that can be performed by Authorised Users per day through myAPS Service.
- 8.13 Authorised Users identified as System Administrators can increase or decrease the Daily and Transaction Limits (temporarily or permanently) for each Authorised User's Transaction Limits (as outlined in the myAPS Business Application Form). Unless the Bank is informed otherwise by the System Administrator, any increase or decrease to the Daily and Transactions Limits (temporarily or permanently) shall apply to all Authorised Users.

9. Copyright and Trademarks

- 9.1 The entire myAPS Service is subject to copyright laws.
- 9.2 myAPS is a trademark of APS Bank plc.

10. Data Privacy

- 10.1 Any personal data processed to APS Bank shall be in accordance with applicable data protection laws, including but not limited to the General Data Protection Regulation (EU)(2016/679).

- 10.2 For more information on how your data is processed and your data protection rights, please see the APS Bank – Data Privacy Policy (you may locate a copy of this policy at the following link: www.apsbank.com.mt/gdpr).

11. Cookies

For the provision of myAPS Service through the web browser, we make use of cookies for purposes such as (a) to remember you when you log in, (b) to provide the core services and essential features of myAPS Service, (c) to enhance the experience on our online banking services, (d) as well as for the Bank to determine which of the web browser and the mobile application are most preferred by our customers. Cookies enable various functionalities, such as logging into your account, saving your login preferences, applying for products and services online, and accessing financial tools like calculators.

For more information regarding our use of cookies, please find an explanation of the cookies we use in our Cookies Policy available here: www.apsbank.com.mt/cookie-policy

12. Termination of myAPS Service

- 12.1 We may, at any time, without giving notice or reason restrict, suspend or terminate all or any of myAPS Services in line with the terms outlined in the General Terms and Conditions. Moreover, without limitation, if:
- The banking relationship between us has been terminated, for any reason whatsoever;
 - You have been declared bankrupt;
 - You or any Authorised User were not entitled to download myAPS App, or your eligibility to download and/or use myAPS App changed;
 - myAPS App is withdrawn by us, by the manufacturer of the Device or of its operating system, by Apple, by Google, any Application provider or other intermediary;
 - We stop supporting myAPS App on your Device once the Device is no longer in the approved list of Devices.
- 12.2 A restriction, suspension or termination of the Agreement means a restriction, suspension or termination, as the case may be, of both myAPS Service and use of all or any of the Security Details or Payment Instrument methods that would block access to myAPS Service.
- 12.3 Notwithstanding the above, and unless specifically stated by us, the restriction, suspension or termination of the Agreement, does not normally affect and / or prejudice the continuation of the banking relationship between us.
- 12.4 We reserve the right to suspend or terminate myAPS Service after a period of inactivity. The term ‘period of inactivity’ means, for the purpose of these myAPS Terms and Conditions, that you have not logged in on myAPS Service at least once in the past calendar year. After this period of inactivity, the Service shall be suspended or terminated, and you will have to once again re-register to the Service.
- 12.5 You may terminate the use of myAPS Service by giving us written notice in line with the terms outlined in the General Terms and Conditions.
- 12.6 You must delete myAPS App from the Device if you change the Device or dispose of it.
- 12.7 Upon termination of the Service, you must:
- Uninstall myAPS App from your Device.
 - Return myAPS Physical Token, including all components of it in your possession.
 - You will be requested to immediately pay any outstanding fees, commissions, charges and interests.

- 12.8 All rights you have in respect of myAPS Service will immediately end upon termination of the Service. However, after restriction, suspension or termination of the Service, all provisions of these myAPS Terms and Conditions that need to survive such suspension or termination in order to give effect to their meaning shall remain in full force.

13. General

- 13.1 The Service shall be used solely by the individual to whom access has been granted (the User). The User shall be responsible for maintaining the confidentiality of the Security Details and shall not allow any third party to use the Service, except as otherwise provided herein.

Subject to the conditions outlined in these myAPS Terms and Conditions, in the event that the Bank discovers that access to the Service is being used by any third party, the Bank reserves the right to immediately suspend or terminate the User's access, without prior notice, and take any other appropriate actions as deemed necessary.

By using the Service, the User acknowledges and agrees that access is granted exclusively to them and that any breach of this term may result in the loss of access to the Service.

- 13.2 We may refuse to carry out any request, instruction or transaction by means of myAPS Service in cases where the request, instruction or transaction exceeds a particular Transaction Limit or where there is a breach of the terms governing myAPS Service and/or a violation of the Service security guidelines is suspected.

- 13.3 In case of an error relating to myAPS Service that is not caused by you, we shall do all that is reasonably necessary to rectify the error and retransmit or reprocess your request, instruction or transaction at no additional cost.

- 13.4 Where the Account to be debited is a Joint Account and/or a Non-Personal Customer with more than one signature required, the authorisation of the other Account Holder/s is/are required in line with the given signing instructions before the requests, instructions or transactions may be accepted or effected by us.

All required authorisations shall be completed by midnight Malta time on the same day if the transaction is scheduled for the same day as the value date. If the transaction is scheduled for a future value date, the required authorisations shall be completed by midnight Malta time on the value date, which may be a future date. In both cases, it is the responsibility of all Account Holder/s (in accordance with the signing instructions) to ensure that authorisations are completed within the specified timeframe, as failure to do so may result in the transaction not being processed on the intended value date.

- 13.5 If you are a Personal Customer with a permanent limit, this limit shall also apply to any future Accounts you may open with us. All future Accounts will have this permanent limit unless explicitly stated otherwise.

- 13.6 We reserve the right to lay down further conditions and/or amend these myAPS Terms and Conditions, including the Tariff of Charges, Transaction Limits and Interest Rate Factsheet for any reason whatsoever. Where applicable, reasonable notice shall be given in line with the provisions of the General Terms and Conditions. Nonetheless, your continued access to, or use of the Service, for a period of one (1) month from the date of notice, if applicable, shall constitute your acceptance of such changes.

- 13.7 We may appoint third parties to provide all or any of myAPS Service and such third parties shall abide by the rules of confidentiality.

- 13.8 In the event of a merger, takeover or transfer of all or any of its activities, we shall be entitled to transfer and assign myAPS Terms and Conditions to the entity that has assumed our activities.

- 13.9 The Service is designed for use in Malta and is not directed to, nor intended for distribution or use by, any person or entity in any jurisdiction or country where the publication or availability of the Service or such distribution or use would be contrary to local law or regulation. If you choose to use the Service, it is your responsibility to ensure that you can lawfully access and use myAPS Service outside of Malta. You must also ensure that the Service complies with applicable local, national or international laws in the jurisdiction/s where you access and use the Service. Any use of the Service outside Malta is entirely at your risk. We shall not be liable for any loss, damage or legal consequences you may incur as a result of being unable to access or use myAPS Service in any such jurisdictions, or for any issues arising for non-compliance with local laws.
- 13.10 Each of the provisions of these myAPS Terms and Conditions is severable and distinct from the others and, if at any time one or more of such provisions that is not of a fundamental nature, is or becomes illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining provisions shall not be affected in any way.
- 13.11 No act, delay or omission by us shall affect our rights, powers and remedies under these myAPS Terms and Conditions or any further or other exercise of such rights, powers or remedies. The rights and remedies under these myAPS Terms and Conditions are cumulative and not exclusive of the rights and remedies provided by law.
- 13.12 If there is no Credit Limit agreed for your Account, you must not go overdrawn and must operate the Account in credit. If the balance of your Account goes below zero, we will debit your Account with the amounts of all transactions, including any fees, commissions, charges and Debit Interest whether or not the Account is overdrawn or becomes overdrawn as a result.
- 13.13 You acknowledge that the Service or any marketing/promotional messages displayed as part of the Service is for information purposes only and does not replace any legal, tax or investment advice and should not be regarded as an offer or solicitation to sell investments or make deposits or solicitation to subscribe to any other products, services or Accounts, to any person residing in a jurisdiction outside Malta, where it is unlawful to make such an invitation or solicitation. You are to seek professional advice before making any investment decision.
- 13.14 These myAPS Terms and Conditions are to be governed by Maltese Law and the Parties submit to the exclusive jurisdiction of the Courts of the Maltese Islands.
- 13.15 Complaints shall be handled in line with the terms laid in the General Terms and Conditions together with the Feedback and Complaint Handling Policy available on our Website www.apsbank.com.mt/feedback.

Contact us

Call (+356) 2122 6644

Visit your nearest APS branch

Message on **myAPS** message hub