

# DIGITAL BANKING SERVICES TERMS OF USE

## Version 1

Effective as of 1<sup>st</sup> August 2025

Please read these Digital Banking Services ("EULA" or the "Terms") carefully before signing up to and using Izola's Digital Banking Services.

## 1. Introduction

- 1.1 Our Digital Banking Services comprise the following services:
  - a) Izola Bank Online; and
  - b) Izola Bank App, as further defined in the Glossary section below.
- 1.2 Your registration to use Izola's Digital Banking Services and/or your continued use of Izola's Digital Banking Services demonstrates that you have accepted this EULA and that you agree to be bound by it. If you do not accept this EULA, you cannot use the Digital Banking Services and cannot continue to log into, download, install, use and access the Services.
- 1.3 There are various services which may be provided via the Site and all information and specific terms and conditions are found under the relevant headings on our Site. Where other services are available and/or require access through Izola's Digital Banking Services and/or its associated platforms, you must also read the terms of such other services as you are also bound by them.
- 1.4 The Digital Banking Services are only available to Izola's retail or corporate clients. The Services may not be available for all products and services offered by Izola.

## 2. Information about this EULA

This EULA explains the obligations and responsibilities that you must agree to when using our Digital Banking Services and when using information as part of those Services.

- 2.1 These Terms will be provided to you during the registration process when signing up to the Digital Banking Services. These Terms will not be displayed again on subsequent visits to Izola Bank Online and/or when using the App, but they are available to view and download from Izola's website: <https://www.izolabank.com/mt-en/terms-of-use>.

## 3. Other relevant terms:

- 3.1 This EULA replaces any agreements and/or terms and conditions that previously governed our Digital Banking Services or any other online banking services which we used to provide.
- 3.2 Each of Izola's product and service offerings are governed by their own terms and conditions, and these Terms also apply to those products and services when they are accessed through our Digital Banking Services.
- 3.3 In addition to these Terms, your use of our Site when accessing the Digital Banking Services is governed by the website's terms of use.
- 3.4 In case of any conflict between the subject matter of these Terms and any other product or site terms, these Terms shall prevail.

## 4. Who we are

- 4.1** Izola Bank p.l.c. is a public limited company registered under Maltese law and having registration number C16343 ("Izola").
- 4.2** Izola is licensed to undertake the business of banking in terms of the Banking Act (Chapter 371 of the Laws of Malta) and is regulated by the Malta Financial Services Authority.

## 5. About our Digital Banking Services

- 5.1** You may use the Digital Banking Services to access Your banking account(s) and related services as offered by the Bank. Permitted activities may include but are not limited to:
- i) Viewing account balances and transaction history;
  - ii) Transferring funds between accounts;
  - iii) Making payments from your account/s;
  - iv) Opening of account/s;
  - v) Updating your personal information; and
  - vi) Communicating with the Bank.

Where we display information about your account, some of it may not always be updated in real time. Please contact us if you think that the information being displayed is not up to date so that we can provide you with the updated information.

- 5.2** The technology underlying the Digital Banking Services is provided "as is" and Izola makes no warranties of any kind, whether express or implied, including but not limited to implied warranties of merchantability or fitness for a particular purpose. Izola does not warrant that the technology underlying the Digital Banking Services or the Services themselves will be error-free, uninterrupted, or free of viruses or other harmful components.
- 5.3** While we make reasonable efforts to make the Digital Banking Services provided thereon available to the User, we shall not be liable for any failure to provide the Services, whether in part or in full, at any time due to unforeseen circumstances beyond our control. This includes but is not limited to any network failures or any disruptions to Your internet service caused by Your internet service provider.

## 6. How to register

For instructions on how to register and use the services, please visit our help centre.

## 7. Your obligations

### 7.1 Use of the Digital Banking Services

- a) Retail customers: Izola grants you a personal, limited, non-exclusive, non-transferable and revocable licence to download, install and use the Digital Banking Services solely for personal, non-commercial and lawful purposes in accordance with the provisions of these Terms.
- b) Corporate clients: Izola grants you a personal, limited, non-exclusive, non-transferable and revocable licence to download, install and use the Digital Banking Services solely to conduct your business for lawful purposes in accordance with the provisions of these Terms.

The licences granted to retail customers and corporate clients in terms of clauses 7.1 (a) and 7.1(b) shall be collectively referred to as the "Licences".

- c) The Licences cannot be sub-licensed to any other person without the express written permission of Izola.
- d) You agree to use the Digital Banking Services for lawful purposes only and not to:
  - i) Engage in fraudulent or unauthorized transactions;
  - ii) copy or reproduce the technology underlying the Digital Banking Services or any part thereof;
  - iii) modify, adapt, reverse engineer, disassemble, decompile, or tamper with the technology underlying the Digital Banking Services;
  - iv) create any derivative works based on the whole or any part of the technology underlying the Digital Banking Services;

- v) use the technology underlying the Digital Banking Services or the Services in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms, or act fraudulently or maliciously, for example, by transmitting viruses or malicious code, or hacking;
- vi) rent, lease, sub-license, loan, provide, or otherwise make available, the technology underlying the Digital Banking Services in any form, in whole or in part to any person;
- vii) translate, merge, adapt, vary, alter or modify, the whole or any part of the technology underlying the Digital Banking Services;
- viii) combine the technology underlying the Digital Banking Services with any other programs or allow the technology underlying the Digital Banking Services or the Services themselves to become incorporated in any other programs, except as necessary to use the Digital Banking Services on devices as permitted in these Terms;
- ix) use the technology underlying the Digital Banking Services and the Digital Banking Services or any service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms;
- x) act fraudulently or maliciously;
- xi) infringe Izola's intellectual property rights or those of any third party in relation to your use of the technology underlying the Digital Banking Services and the Services (to the extent that such use is not licensed by these Terms);
- xii) transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the Digital Banking Services;
- xiii) use the Digital Banking Services in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and/or
- xiv) collect or harvest any information or data from any service or our systems or attempt to decipher any transmissions to or from the servers running any service.

## 7.2 Eligibility

- a) Use of the Digital Banking Services is restricted to individuals who hold an account with the Bank, or are authorised representatives of corporate entities which hold an account with the Bank, and are registered with the Bank for Digital Banking Services.
- b) You must be at least 18 years old in order to make use of the Digital Banking Services.
- c) It is important to note that if You are using our Digital Banking Services on behalf of a corporate client of ours, You are accepting this EULA on behalf of that corporate client. You warrant and guarantee to the Bank that You have proper authority to access the Digital Banking Services on behalf of the corporate client that You represent and that You are properly authorised to accept this EULA on behalf of the corporate client.

## 7.3 Use of the Digital Banking Services outside of Malta

- a) The Digital Banking Services are designed to comply with the laws of Malta. This notwithstanding, you should be able to use the Digital Banking Services, view information, make changes and perform transactions if you use the Digital Banking Services in allowed countries outside of Malta as listed in the Security Information page.
- b) Should you wish to use the Digital Banking Services in a country outside of Malta, it is your responsibility to confirm that your use of the Services in that country is lawful and you are responsible for complying with that country's laws. Izola is not responsible for any damages or losses that result if you breach any such country specific laws when using the Services.

## 7.4 Keeping us informed

If your account details or any other information about you changes, you are required to inform us straight away through our help centre.

## 7.5 Protecting your money and information

- a) You are responsible for maintaining the confidentiality of the login credentials for your account on the Digital Banking Services and you must not share them with third parties.
- b) Any activity conducted through your account on the Digital Banking Services is presumed to be authorised by you. You must report any unauthorised activity on your account immediately by contacting us through our help centre.

- c) You must read the Security Information page before accessing the Digital Banking Services. You recognise that Services are accessed via the internet which is a public system over which Izola has no control. It is your duty to ensure that any computer, tablet or other device which you use to access Services is free from and adequately protected against computer viruses.
- d) You must always consider the implications of sharing your security credentials and your personal information with other persons. If you suspect that an unauthorised person has gained access to your credentials or personal information, you must immediately contact us via our help centre.
- e) If you do not inform us immediately and your account is unlawfully accessed, we may not be in a position to reimburse or compensate you if money is taken from your account by an unauthorised person or if information is stolen.
- f) Both Izola Bank Online and the Izola Bank App give you access to your bank accounts. You therefore need to ensure that you do not give PIN or password credentials to any person (including over the phone or by email) and that if you need to write this information down, you do so in a properly secured location. We will ever ask for you PIN or your password credentials. If you are ever contacted by any person requesting your banking details, password credentials and/or PIN , please contact us immediately via our help centre.
- g) Please make sure that you keep the device that you are using to access our Digital Banking Services secure and that you are use the latest version of Izola Bank Online and the Izola Bank App. Using the latest version of the Service will make sure that you are using the Services that have the most up-to-date security features. Ensure that you close the Izola Bank Online webpage and/or the Izola Bank App when they are not in use.
- h) Make sure that any device used to access the Digital Banking Services complies with the standards and requirements Izola may communicate to you from time to time. If you use a mobile device that is not compliant with the mobile versions supported by the Bank, the Bank may allow you to log into the Services, however your use of the Services will be at your own risk.
- i) Do not install or use the Digital Banking Services on a jail-broken or rooted device. These devices have had their security features altered for them to function and that makes them less secure. Fraudsters therefore have easier access to the device and could more easily steal your information or money.

## 8. Fees

- 8.1** The tariffs and fees applicable to Izola's products and services (including the Digital Banking Services) are set out in the General Tariff of Charges.
- 8.2** Your network operator or internet provider may charge you for using their services when you access our Digital Banking Services.
- 8.3** Izola reserves the right to update fees by providing you with prior notification. If you do not accept the notified changes, you will not be permitted to continue to use or access the Digital Banking Service.
- 8.4** Any charges that apply to the transactions that you undertake using the Digital Banking Services will be charged according to the relevant product agreement.

## 9. Maintenance of the Services

- 9.1** You can usually use Digital Banking Services at all times but occasionally upgrades, updates and maintenance on our digital platforms may require system downtime. We will generally give you prior notice of any such interruption in our Services. However, we may occasionally be unable to give prior notice of the interruption, such as in the case of urgent maintenance required to rectify any critical security vulnerability in the Digital Banking Services. In such a circumstance, you can provide us with instructions by contacting us via our help centre.
- 9.2** We may provide periodic updates to the Digital Banking Services to improve their functionality or address security vulnerabilities identified therein.
- 9.3** You are required to download and install updates promptly to ensure the Digital Banking Services function properly.
- 9.4** If you choose not to install such updates or if you opt out of automatic updates, you may not be able to continue using the Digital Banking Services.

## 10. Use of cookies and other technologies by the Digital Banking Services

- 10.1** For information about the use of cookies, session-based technologies, and tracking mechanisms, please refer to our Privacy Policy.

## 11. Intellectual Property

- 11.1** You acknowledge that any and all intellectual property created or developed by Izola in relation to the Digital Banking Services, whether registered or unregistered, including but not limited to trademarks and copyright (the “Bank IP”) shall belong to Izola and you agree not to contest the ownership or validity thereof.
- 11.2** Without prejudice to the licence provided to you in accordance with these Terms, nothing in these Terms shall be deemed to confer upon you any rights in or with respect to the Bank IP.
- 11.3** This clause 11 shall survive termination of this EULA for any reason.

## 12. Third-Party Software

- 12.1** Your use of the Digital Banking Services may be regulated by terms imposed upon the Services by third parties, including operators of app stores. It is important that you read and understand the terms of such third parties prior to using the Digital Banking Services and if you do not accept those terms, you are required not to use, access, download or install the Digital Banking Services.
- 12.2** The Digital Banking Services may contain links to other independent websites which are not provided by Izola. Such independent sites are not under Izola’s control, and Izola is not responsible for and have not checked and approved their content or their privacy policies (if any).

## 13. Data Privacy

- 13.1** By accessing and/or using the Digital Banking Services, you acknowledge that Izola may collect and process your personal data. It is your responsibility to ensure that any personal data that you provide Izola with is accurate and up to date.

Izola will process your personal data for the purpose of your use of the Digital Banking Services in compliance with all applicable laws, particularly Regulation (EU) 2016/679 (the General Data Protection Regulation – GDPR). For more information on the purposes for, and manner in, which we process your personal data, please refer to Izola’s Privacy Policy, available [here](#).

## 14. General

### 14.1 Changes to the Digital Banking Services and the EULA

- a) Izola reserves the right to set out further conditions or to amend these Terms (including any fees or charges) for any reason, and including due to:
  - (i) regulatory, legal, security or market reasons;
  - (ii) changes in internationally recognised or accepted banking practices; and/or
  - (iii) the introduction of new products or technology.
- b) We will inform you about any material changes that may adversely affect you or your use of the EULA. We will inform you of these changes either through text message or email, or through a notification when you next use the Services.
- c) If the change requires your acceptance in order for you to continue using the Digital Banking Services, we will ask for your acceptance before you are granted access to the Services.
- d) Where the changes are for your benefit and/or are not material (reasonably determined in Izola’s sole discretion), we will notify you of these as soon as reasonably practicable.
- e) The revised terms will be binding on you if you continue to use the Services on or after their date of amendment. If you do not accept the changes, you will not be permitted to continue to use or access the Digital Banking Services in any manner.

## 14.2 Inactivity

In order to protect your account and your personal information, Izola reserves the right to remove your access to the whole or any part of the Digital Banking Services if you have not accessed that Service for a prolonged period of time (to be determined by Izola in its sole discretion). If this happens, you simply need to re-register for access when you are ready.

## 14.3 Our liability

### a) Loss of data

Due to the nature of our Digital Banking Services, we do not accept liability, and shall not be held liable for, any loss of or damage to your data, software, computer, computer networks, mobile devices, telecommunications or other equipment where such loss or damage is caused by your use of the Digital Banking Services, unless such loss or damage is directly and solely caused because of our gross negligence or wilful misconduct.

### b) Unauthorised transactions

- (i) We will be liable to you should an unauthorised transaction occur through the Digital Banking Services solely if, in Izola's reasonable opinion, there is no negligence, fraud or fault on your part and/or if that unauthorised transaction occurred due to a human or system error of Izola.

### c) General

- (i) In no event shall the Bank be liable for any damages (including direct, indirect, third-party, special, punitive, incidental, consequential or similar damages), costs, expenses or other liabilities with respect to any claims based on contract, tort or otherwise (including negligence) arising out of or in connection with this EULA.
- (ii) In no event shall Izola be liable to you or any other person for any incidental, indirect, special, or consequential damages including, without limitation, any loss of use, revenue, profits or savings.
- (iii) Nothing in these Terms shall be deemed to exclude or limit Izola's liability for:
  - a) Death or personal injury;
  - b) Fraud;
  - c) Wilful misconduct; or
  - d) Gross negligence.

### d) Your liability

- (i) You agree to be fully liable and responsible towards Izola, and shall indemnify Izola for, all losses, damages and/or liabilities incurred by Izola arising out of or in connection with your use of the Services and/or your access to any information through the Digital Banking Services by you or by any person that you may have authorised to access such Services and/or information, unless such losses, damages and/or liability arose due to Izola's gross negligence or wilful misconduct.
- (ii) In addition to section (i) above, you agree to be fully liable and responsible towards Izola, and shall indemnify Izola for, all losses, damages and/or liabilities incurred by Izola arising out of or in connection with your use of the Services and/or your access to any information through the Izola Bank Online Service and/or the Izola Bank App by you or by any person through a mobile that is not compliant with the mobile versions supported by Izola.

## 14.4 Termination & Suspension

- a) Izola reserves the right to immediately suspend, limit or terminate your use of Digital Banking Services if this is necessary in Izola's reasonable opinion because, for example:
  - (i) You breach any provision, or part thereof, of these Terms or of any applicable laws or regulations;
  - (ii) You are, or we reasonably suspect you may be, using the Digital Banking Services or, or allowing someone else to use the Digital Banking Services, to use or obtain an account, service or money illegally;
  - (iii) Your account is, or we reasonably suspect your account is, being used for an illegal purpose;
  - (iv) We have reasonable grounds to believe you have committed or are about to commit a crime in connection with your account;
  - (v) There has been, or we reasonably suspect there has been, suspicious activity on your account;

- (vi) You stop holding any account, product or services offered by Izola in respect of which the Digital Banking Services may be used;
  - (vii) we must comply with a legal or regulatory requirement or an order issued by a competent authority;
  - (viii) we have been provided with incorrect information about you or any other person who is authorised to use the Digital Banking Services on your behalf;
  - (ix) the security of the Digital Banking Services is at risk or has been compromised;
  - (x) we suspect unauthorised or fraudulent use of the Digital Banking Services through your account;
  - (xi) a device is being used to access the Digital Banking Services that we do not recognise or which is being used in an unusual way;
  - (xii) a systems failure has occurred;
  - (xiii) an event occurs which may affect the Digital Banking Services and that event is beyond our reasonable control;
  - (xiv) the termination of any product or service offered through the Digital Banking Services in accordance with any product or service specific terms and conditions;
  - (xv) you fail to provide the Bank with the requested updated personal information or any other documentation requested by the Bank; and/or
  - (xvi) these Terms are terminated by you.
- b) Where possible, we will inform you before suspending, limiting or terminating your access to our Digital Banking Services and will inform you of the reason(s) why. However, there may be instances in which we will be prohibited from contacting you, for example due to legal or regulatory restrictions imposed on us.
  - c) We may terminate these Terms in whole or in part for any other reason other than the grounds listed above by giving you at least two (2) months' prior notice. This may happen if, for example, we replace the Digital Banking Services or any part thereof.
  - d) You may terminate these Terms at any time without explanation by contacting us through our help centre.
  - e) In the event that these Terms are terminated for any reason:
    - (i) You must stop all activities authorised by these Terms, including your use of the Services; and
    - (ii) You must delete or remove the Services from all devices in your possession and immediately destroy all copies of the Digital Banking Services you have and confirm to Izola that you have done this.

#### 14.5 Complaints

- a) Complaints may be sent to us by regular postal letter or by email via our . We will try and resolve your complaint as soon as possible and we shall employ our best efforts to provide a reply to all complaints within a maximum period of two working days. When lodging a complaint, you should supply the Bank with as many details as possible.
- b) In the event you are not satisfied with our reply you may refer the matter to the Arbiter for Financial Services by writing to:

Office of the Arbiter for Financial Services,  
N/S in Regional Road,  
Msida MSD 1920,  
Malta

Or by visiting the [Arbiter for Financial Services](#) website.

#### 14.6 Communication Channels

- (a) Izola may be contacted through its help centre.
- (b) All communications issued by Izola will be in English, French, Flemish or Maltese.



## 14.7 Assignment

- (a) You agree not to transfer any of your rights and obligations under these Terms to anyone else.
- (b) You agree that Izola is permitted to transfer Izola's rights and obligations under these Terms to any other person without restriction. Izola will always inform you in writing if this happens and will ensure that the transfer will not affect your rights under these Terms.

## 14.8 Call monitoring and charges information

- (a) Any calls made in connection with these Terms may be monitored or recorded for quality and training purposes. You may incur charges when calling the Bank, particularly if you make calls when you are abroad. You are entirely responsible for bearing any such charges.

## 14.9 Survival

- (a) Any provision of these Terms that is intended to come into, or continue in force, on or after the termination of these Terms, shall remain in effect.
- (b) Notwithstanding any suspension or termination of these Terms, you shall continue to be bound by these Terms to the extent that they relate to any obligations or liabilities which remain to be performed or discharged by you.

## 14.10 Severance

- (a) If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these Terms.

## 14.11 Headings

- (a) Paragraph headings included herein are for convenience of reference only and shall not modify, define, expand or limit any of the terms or provisions hereof.

## 14.12 Governing law and jurisdiction

- (a) These Terms are governed by the laws of Malta. Save for section 14.5(b) above, you irrevocably agree that the Courts of Malta shall have exclusive jurisdiction to settle any disputes which arise in relation to these Terms.

# 15. Glossary

The following expressions shall have the ascribed meanings wherever used in this EULA:

**"Digital Banking Services"** or **"Services"** means the Internet Banking Service through the Site and the Mobile Banking App provided by us to you as described in this EULA whereby you may access certain information and give us certain instructions in respect of certain accounts which you hold with us.

**"Izola Bank Online"** means the online banking or internet banking services provided by Izola through the Site.

**"Izola Bank App"** or **"App"** means those aspects of the Services which are accessible and functional through Izola's online banking application (as updated from time to time).

**"Site"** means izolabank.com or any internet site established, operated or maintained on Izola's behalf through which access to the Services is granted.

**"We", "us" or "our"** means Izola.

**"PIN"** means the six-digit code that is used for your authentication if biometric authentication is not enabled.



**izola Bank**

Head Office

Izola Bank p.l.c., 4, Castille Place, Valletta VLT1062 – Malta

Issued by Izola Bank plc, Company Registration No. 16343 having its registered address at 4, Castille Place, Valletta VLT1062, Malta.  
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