

# MALTA TERM DEPOSITS TERMS & CONDITIONS

## 1. Introduction

These Terms and Conditions, which are liable to amendment as stipulated in Article 16, govern the relationship between Izola Bank p.l.c., whose registered office is at 4, Castille Place, Valletta VLT1062 Malta, company registration number C16343 (hereinafter referred to as the 'Bank') and its customers (hereinafter referred to as the 'Customers'), subject to provisions to the contrary arising from agreements or specific conditions that prevail over those of the present text.

By applying for and making use of the Bank's products and services, the Customer accepts the provisions of the Terms and Conditions, as may be amended from time to time.

These conditions shall be valid for all Customers.

The Bank's products and services may be subject to separate specific terms and conditions that govern their use.

## 2. Definitions

In these Terms and Conditions, unless the context otherwise requires, the following terms shall have the meanings ascribed to them hereunder:

**'Account'**: means the term deposit account held by the Bank in the Customer's name

**'Account Application Form'**: means the Bank's Term Deposit Application Form whereby Customers may apply to open an Account with the Bank.

**'Address'**: means the Customer's address, that is, (a) the residence/registered office of the Customer indicated in the Account Application Form, (b) any other address indicated by the Customer in the Account Application Form as a correspondence address, or (c) in the event of a change to the address, any address Notified by the Customer to the Bank.

**'Confirmation'**: means a written statement which will be Notified by the Bank to the Customer on the opening of the Account confirming the details of the term deposit.

**'Customer'**: means an individual or corporate entity, that has submitted an Account Application Form to the Bank, which has been accepted by the Bank, and for which the Bank has opened an Account.

**'Day'**: means a day on which the Bank opens for business in Malta.

**'Instructions'**: means all payments, instructions, orders, applications, other declarations of interest and messages submitted by the Customer to the Bank.

**'Notification'**: means any correspondence sent by the Bank to the Customer, or vice versa, in accordance with the provisions of Article 4 and 'Notify' and 'Notified' shall be construed accordingly.

**'Operations'**: means any transaction of any nature concluded between the Bank and the Customer in relation to the Bank's products and/or services.

### 3. Account Opening

In order to open an Account with the Bank, the Customer must: (a) duly complete the Account Application Form so that it contains an accurate and comprehensive response to all the questions asked by the Bank, (b) attach to the said form all documents requested by the Bank, (c) be at least eighteen (18) years old if a physical person. The Customer is obliged to inform the Bank of any major alterations (such as change of Address) to any information submitted to the Bank in the Account Application Form. These alterations shall be applicable to the Bank within seven days of receipt of Notification by the Bank. The Bank shall assume that the information communicated is correct and up to date at all times. In addition the Customer shall Notify the Bank, when entering into a relationship with the Bank or subsequently, of any other information that the Bank may reasonably request, for example for the purposes of allowing the Bank to fulfill its Customer identification obligations.

The contract with the Bank shall be concluded and the Account opened with effect from the moment when the Bank accepts the Account Application Form. Acceptance shall only be deemed to have occurred when (i) the Confirmation is Notified by the Bank to the Customer and (ii) the Customer's identification documents have been certified as true copies by the Bank. The Bank shall have the right, without being required to justify its decision, to refuse to open an Account for any Customer.

The Bank shall not accept physical payments in cash into an Account opened with the Bank.

### 4. Notification/Communication Between the Bank and Customer

The Bank and its Customers shall exchange any Notification by the various means of communication listed in Article 4 (ii) below for Notifications made by the Bank, and Article 4 (iii) below for Notifications made by Customers.

The Bank shall communicate with Customers by means of any of the following: (a) by regular postal letter (b) by electronic mail, (c) by facsimile transmission.

The Customer shall communicate with the Bank by means of any of the following: (a) by regular postal letter, (b) by electronic mail (c) by facsimile transmission, subject to the Customer authorisation on the Account Application Form.

### 5. Payments, Interest, Withholding Tax and Account Details

An Account is not transferable and is subject to a minimum balance of EUR 10,000.

The interest rate applicable on the Account shall be fixed for the duration of the Account.

For Accounts having a term of twelve (12) months or less, interest will be paid on maturity date. Accounts having a term between twelve (12) and sixty (60) months, interest will be paid annually or as otherwise agreed.

Interest is calculated on a 360-day basis

At its sole discretion the Bank may accept partial or complete breaking of the Account at the Customer's request. In this event the Customer accepts that any interest accrued on the Account may have to be forfeited.

The term "value date" within the meaning of the present Terms and Conditions is understood to mean the date from which the sums credited or debited on an Account begin or cease to bear interest. The Account start date shall be the date when funds are received and cleared on an account held in the Bank's name.

The Bank may deduct final withholding tax from interest payments if instructed to do so by the Customer on the Account Application Form.

### 6. Early Termination of Term Deposit

Administration charge for early closure of term deposit: **€15**

You may not terminate a Malta Term Deposit Account prior to its agreed maturity. The Client may choose to close a term deposit prior to the maturity of the deposit. At its sole discretion the Bank may accept partial or complete termination of the Account at the Customer's request. In any such case, penalty interest may, at the Bank's discretion, be applicable and if the Bank elects to impose penalty interest the calculation of the penalty interest shall be made available to the Client.

## 7. Joint Accounts

Two or more Customers applying to open the same Account are deemed to be Joint Account holders. The Bank shall abide by the signing instructions given by the Customers on the Account Application Form in carrying out all Instructions in relation to the Account.

Customers who are Joint Account holders acknowledge and agree that they shall be jointly and severally liable for any obligation incurred on the Account. If any one of the Customers who are Joint Account holders cancels this mandate, the Bank shall still be able to debit the Account with any withdrawals or other transactions made by the Bank prior to notification of the cancellation or which had already been confirmed by the Bank.

In the event the Bank is notified in writing that one of the Joint Account holders has died, the Bank shall take instructions relating to the Account jointly from the heirs/legatees of the deceased and the surviving Account holder/s.

In the event the Bank is notified in writing that one of the Joint Account holders has been placed into liquidation or administration or other similar condition or has declared bankruptcy, wherein a liquidator, curator, administrator, trustee or other similar officer is appointed and in whom legal authority and representation is vested, the Bank shall take instructions in relation to any such joint Account jointly from such officer and the other Customers who are Joint Account holders.

## 8. Liability

To the fullest extent permitted by law, and except to the extent that loss or damage is caused directly by the Bank's gross negligence or wilful misconduct, the Bank shall not be liable to the Customer for any loss or damage that the Customer may suffer as a result of the use of the Bank's products or the Bank's services. In particular, but without limiting the generality of the foregoing, the Bank will not be liable for the delay in performing or failure to perform the obligations hereunder if the delay or failure results from events or circumstances outside the Bank's reasonable control.

The Bank shall not be liable for any loss or damage caused to the Customer resulting directly or indirectly from events of force majeure or measures taken by local or foreign legal or regulatory authorities.

The Bank shall not be liable for any direct or indirect loss of profit, goodwill, business or anticipated savings nor for any indirect or consequential loss or damage.

## 9. Indemnity

The Customer shall indemnify and hold the Bank harmless from any loss or damage suffered by any person as a result of the Customer's breach of any of these Terms and Conditions.

## 10. Confidentiality and Data Protection

The Bank shall not communicate to a third party any confidential information relating to its Customers, their assets, or the income and profits generated by the assets held in accounts, unless the Customers have expressly authorised it to do so.

During the supply of the services specified in these Conditions, the Bank may process personal data of the Customer according to the requirements of the Data Protection Act (Chapter 440 of the Laws of Malta). The Customer may have disclosed such data to the Bank in any manner and primarily through completion of the Account Application Form or other forms. Any processing of the Customer's personal data for the supply of the service will exclusively serve the following purposes:

- (a) To manage the Account(s);
- (b) To issue the Customer Confirmation and provide the required products and services;
- (c) For internal assessment and analysis (including credit and/or behaviour scoring, market and product analysis) and for the purposes of developing and improving the Bank's products and services;
- (d) For the detection and prevention of fraud and other criminal activity which the Bank is bound to report to competent crime investigative and prosecuting authorities or other bodies;
- (e) For direct marketing, such as to inform the Customer, by mail, telephone, electronic message or facsimile message, about other products and services supplied by the Bank, and for research purposes, with the Customer's consent.

As permitted or required by law, the Bank may disclose the Customer's information to Governmental bodies and agencies or regulators. Personal data in relation to transactions effected via SWIFT (Society for Worldwide Interbank Financial Telecommunication) may be required to be disclosed to the United States authorities in order to comply with legal requirements applicable in the United States for the prevention of crime.

Customer's personal data may be disclosed to or exchanged with all employees of the Bank, its associates and agents for the above purposes only and according to the rules of the data protection regulations issued by the Bank.

The Customer has the right to request the Bank to inform him about his personal data held and processed and to request its correction where necessary. Furthermore, following the opening of an Account and during the course of the relationship between the Bank and the Customer, the Customer may, by normal postal letter, request the Bank to refrain from using his details for the purposes of direct marketing.

Whilst the Bank may periodically request the Customer to re-confirm his data, the Customer should inform the Bank immediately if such data has changed.

## 11. Queries, Complaints And Observations

Any complaint or observation of any nature relating to: (i) an error committed during an Operation, (ii) the content or form of any Notification made by the Bank, must be Notified by the Customer to the Bank within ninety days of the day on which the Customer becomes aware of the problem or ought to, using a reasonable degree of diligence, have become aware of it. If the Customer fails to do so within such period, he loses his right to complain or contest.

Queries or complaints may be Notified by the Customer to the Bank through regular postal letter, via electronic message or facsimile message. The Bank shall employ its best efforts to provide a reply to all queries and complaints within a maximum period of two Days. In any event, if a query or complaint made by Customer requires the divulging of Account details, the Bank shall, for security reasons, reply through the normal postal mail. When lodging a complaint Customers should supply the Bank with as many details as possible such as date and time of particular events, and so forth.

In the event that Customers feel aggrieved by a decision of the Bank they may seek redress, within 30 days from the date of the Bank's decision, from the competent authorities within the Malta Financial Services Authority. Customers are advised that they may appeal to the Office of the Arbiter for Financial Services on 80072366 or 21249245 in the event that they feel aggrieved by any such decision.

## 12. Money Laundering

The Customer shall certify that the assets placed or to be placed in the Account are or shall be the product of legitimate activity, and that the Account shall not be used for money laundering purposes.

The Bank shall not accept any liability for the transmission of information of whatever nature to the FIAU (Financial Intelligence Analysis Unit) Malta on its own initiative or on request.

## 13. Miscellaneous

The Bank is a participant in the Depositor Compensation Scheme as established in terms of Legal Notice 369 of 2003 as subsequently amended. Subject to the conditions imposed by the Scheme, balances on accounts denominated in Euro or in any other currency of an EEA State held with the Bank are guaranteed up to a maximum of EUR 100,000 or its equivalent in any other EEA currency per person. More information can be obtained from [www.compensationschemes.org.mt](http://www.compensationschemes.org.mt)

Nothing in these Terms and Conditions or any other documentation supplied by the Bank to the Customer should be construed as a solicitation or offer, or recommendation, to acquire or dispose of any investment, product or service or to engage in any other transaction, or to provide any investment advice or service. Nothing contained in any aforementioned documentation constitutes investment, legal, tax or other advice and is not to be relied on in making an investment or other decision. The Customer should obtain relevant and specific professional advice before making any investment decision.

# Accounts and Account Operations

## 1. Functioning Of Accounts

All Operations between the Bank and its Customers shall be carried out in the context of an Account, in accordance with applicable banking laws. Each Operation shall take the form of a credit or debit entry to the Customer's Account, depending on whether the Operation in question creates a right or an obligation for the Customer towards the Bank.

## 2. Instructions

Instructions provided by the Customer to the Bank, provided that they are in accordance with these Terms and Conditions are unconditionally binding upon the Customer.

Instructions provided by the Customer to the Bank, which are not provided in accordance with these Terms and Conditions, may be refused by the Bank.

The Bank has the right to refuse to execute incomplete or unclear Instructions received from the Customer. If the Bank decides to execute such Instructions anyway, the Bank cannot be held liable to the Customer for possible errors or delays.

## 3. Reversals and Adjustment of Errors

The Customer irrevocably authorises the Bank to correct errors in the Customer's Account or to reverse Operations made in error automatically and without prior notice or authorisation.

# Final Provisions

## 1. Amendments to Terms & Conditions

The present Terms and Conditions may be amended by the Bank at any time

The Customer shall be advised by the Bank in a Notification through regular postal letter or electronic message of any amendment to the Terms & Conditions.

Unless legal or statutory requirements specify otherwise, the amended Terms & Conditions shall enter into force two months after the date of the Notification.

Each of the provisions of these Terms and Conditions is severable from the others, and if at any time any one or more of such provisions, is or becomes illegal, invalid or unenforceable, the validity, legality and enforceability of the remaining provisions of these Terms and Conditions shall not in any way be affected or impaired.

## 2. Governing Law

The present Terms and Conditions and, unless agreed otherwise, all rights and obligations of both Customer and Bank shall be subject to Maltese law. The Courts of Malta shall have exclusive jurisdiction over all claims or disputes arising in the event of litigation