

# FIMBank Direct Terms and Conditions

## 1 These Terms and Conditions

- 1.1 This agreement ("**Agreement**") contains the terms and conditions (the "**FIMBank Direct Terms and Conditions**") that govern your use of FIMBank Direct, the Bank's Personal Digital Banking and Business Digital Banking services (the "**Service**"). Kindly read the FIMBank Direct Terms and Conditions carefully.
- 1.2 The Service provides an additional means for the Customer to operate Accounts, conduct transactions and dealings and obtain services, products and information from the Bank as shall be made available from time to time. The Service is governed at all times by the FIMBank Direct Terms and Conditions, the Bank's General Terms and Conditions of Business (the "**General Terms**") and all and any other or additional terms and conditions or agreements governing the relevant Accounts, transactions, dealings, services and products. Furthermore, additional terms and conditions may appear on screen when you are using the Service. These form part of the FIMBank Direct Terms and Conditions and you are considered to have agreed to these additional terms and conditions through your use of the Service.
- 1.3 In case of conflict between the Bank's General Terms and the FIMBank Direct Terms and Conditions the latter shall prevail.

### Language

- 1.4 The FIMBank Direct Terms and Conditions, and all the terms and instructions appearing on screen and all communication through the Service will be in the English language.

### Changes to these Terms and Conditions

- 1.5 We may vary, alter and modify the FIMBank Direct Terms and Conditions (including any fees or charges) for security, legal, regulatory or market reasons or changes in internationally accepted banking practice or to take into consideration any increase in costs or decrease in the Bank's return or pursuant to the introduction of new products or technology. We will give you a one (1) month notice, unless the change is one in respect of which a longer period of notice is required at law provided that:
  - you will be deemed to have accepted these amendments and the amended FIMBank Direct Terms and Conditions will enter into force on the effective date set out in the notice, unless you notify the Bank in writing that you do not accept these amendments before their entry into force, in which case your Agreement with the Bank shall be considered terminated. There is no charge for termination of the Agreement;
  - the Bank reserves the right to effect changes without notice if you are in breach of or are likely to breach any of these FIMBank Direct Terms and Conditions or are otherwise in default or in the event of a change in the law and/or a decision or recommendation of a court, regulator or similar body or if it is necessary to maintain the security of the system. The Bank will notify you about the change as soon as reasonably possible.
- 1.6 We will notify you of a change by posting a communication in the "Latest News" section on Our Website and through the Service. We will also post the updated FIMBank Direct Terms and Conditions to <https://www.fimbank.com/en/fdtdc> on or before the effective date noting the respective effective date. We may also notify you in any of the ways set out in the General Terms. If such a change is made, and it can't be disclosed without jeopardising the security of the system, this Agreement will be updated within thirty (30) days after the change.

## 2 Definitions and Interpretation

In these terms and conditions, the words in bold below have the following meanings:

- 2.1 **Authorised Representative**: a person whom you as the Customer have duly authorised with respect to your Online Account(s) and/or Account(s).

- 2.2 **Account:** except where otherwise expressly provided, all current and future accounts held with the Bank in the name of its Customers, including Payment Accounts, and includes all moneys or balances thereof, deposited therein, all accrued and accruing interest and all related rights.
- 2.3 **Account Opening Form:** the document which you will receive upon successful completion of the Online Application for the opening of an Account and which you need to sign and return to us as explained in the Instructions Letter or as guided by the FIMBank Helpdesk.
- 2.4 **Applicant:** any person who has registered to FIMBank Direct and/or submitted an Online Application to open an Account and/or in whose name an Online Application was submitted.
- 2.5 **Business Day:** Mondays to Fridays (both days inclusive) excluding public and bank holidays in Malta.
- 2.6 **Customer:** any person in whose name an Account which is held with the Bank is activated with us, or any person with whom the Bank transacts any business (even if such business consists of a series of one-off transactions), and includes its successors in title, its assigns (where permissible) and all officers and employees of the Customer and “you”, “your” and “yourself” shall be interpreted accordingly.
- 2.7 **Customer Number:** the unique identifier assigned by the Bank to each Applicant and/or Customer which identifies your Profile. In case of a joint Account, each of the joint holders will have a separate Customer Number. You will retain the same Customer Number for as long as you are a Customer. You will have only one Customer Number irrespective of how many Accounts and Fixed Term Deposits you have with us. An Applicant becomes a Customer once we activate the Applicant’s first Account.
- 2.8 **Cut-off Time:** the time before which, on a Business Day, instructions are treated as received by the Bank. Cut-Off Times may vary as set out in the General Terms and may be revised and amended from time to time. The Cut-Off Time in respect of any instructions through your Online Account currently is 1530 CET. Any instructions received through your Online Account after Cut-off Time or on a day that is not a Business Day, will be deemed to have been received on the next Business Day.
- 2.9 **Eligible Institution:** means a credit institution where accounts may be held which we may accept as the Reference Account and source account for the Opening Deposit; typically an account held with:
- a credit institution operating in a European Economic Area state (which currently includes Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark (excluding the Faroe Islands and Greenland), Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, and United Kingdom (excluding Channel Islands and Isle of Man));
  - Burgan Bank in Jordan (IBAN starts with JO);
  - Burgan Bank in Kuwait (IBAN starts with KW); or
  - Burgan Bank in Turkey (IBAN starts with TR).
- 2.10 **FIMBank CAM:** a mobile application designed for smart devices available for Android and iOS which may only be downloaded through the Google Play Store or Apple App Store respectively. This application will be used to authenticate your login attempts and authorise instructions through your Online Account.
- 2.11 **FIMBank CAM Password:** the sequence of characters (letters, numbers, symbols) used as a secret key for accessing your FIMBank CAM. Use of the Password may be substituted in the application by a fingerprint scan, when supported by the smart device on which FIMBank CAM app is installed.
- 2.12 **FIMBank CAM Enrolment Matrix:** the Matrix sent to you by post, which is required for you to enrol your FIMBank CAM to your Online Account and whenever you need to re-enrol your FIMBank CAM. It is therefore important to keep the FIMBank CAM Enrolment Matrix safe and secure.
- 2.13 **FIMBank CAM Onscreen Matrix:** a Matrix displayed onscreen, which may be used to enrol your FIMBank CAM to your Online Account and/or to authenticate your login attempts and authorise instructions through your Online Account.
- 2.14 **Fixed Term Deposit:** the term deposit account which you have opened with the Bank and fixed with us for a defined period of time. Each Fixed Term Deposit is associated with one Account.
- 2.15 **FIMBank Helpdesk:** FIMBank support service centre that can be contacted in any of the following ways, unless it is specifically provided that you are to contact the FIMBank Helpdesk in a particular manner:
- by message through your Online Account for communications about your Account and instructions;
  - by telephone on freephone number 80073388 (within Malta) and telephone number +356 21322102;
  - by email at [helpdesk@fimbank.com](mailto:helpdesk@fimbank.com) for general queries; and

- by post at "FIMBank Helpdesk", FIMBank p.l.c., Mercury Tower, The Exchange Financial & Business Centre, Elia Zammit Street, St Julian's STJ 3155, Malta".

FIMBank Helpdesk personnel are available Monday to Friday between 0830 and 1630 CET on a Business Day. Opening Hours may change from time to time as notified on Our Website.

- 2.16 **General Terms:** means the Bank's General Terms and Conditions of Business.
- 2.17 **Instructions Letter:** the covering letter generated upon successful completion of the Online Application, which lists the documentary and Opening Deposit requirements.
- 2.18 **Matrix:** a dynamically encoded image that we generate and which contains authentication/authorisation information in the form of a matrix of coloured dots.
- 2.19 **One Time Password:** a sequence of characters (letters, numbers, symbols) valid for a one time use and for a defined period of time. The One Time Password will either (a) be sent through SMS to the mobile number we hold on your Profile; or (b) you will need to generate this One Time Password by using FIMBank CAM.
- 2.20 **Online Account:** the secure area within the Service which gives you access to your Profile, Qualifying Accounts and to our communication to/from you. In the case of joint Accounts, each joint holder will have a separate Online Account.
- 2.21 **Online Application:** the form you need to complete in order to open an Account online. To open your first Account, go to <https://www.fimbank.com/direct/> and follow the link "Open an Account". To open additional Accounts follow the directions within your Online Account.
- 2.22 **Opening Deposit:** the first deposit you are required to make into the Account, as part of the Account opening process, which may vary on the type of Account as explained in the Instructions Letter or as guided by the FIMBank Helpdesk.
- 2.23 **Our Website:** refers to [fimbank.com](http://fimbank.com), [easisave.com](http://easisave.com).
- 2.24 **Password:** the sequence of characters (letters, numbers, symbols) set by yourself used as a secret key for accessing your Online Account and which is to be distinguished from the One-Time Password.
- 2.25 **Pay Later:** a Payment instruction with which you instruct us to execute a Payment from your Account on a specific date in the future.
- 2.26 **Payment:** any transaction which results in a debit to a Customer's Account or in any credit to a Customer's Account.
- 2.27 **Payment instruction:** any instruction given by the Customer to the Bank to effect a transaction in a debit.
- 2.28 **Pay Periodically:** a Payment instruction with which you instruct us to execute a Payment from your Account withdrawal on a specific frequent basis (i.e. daily, weekly, fortnightly, monthly, bi-monthly, quarterly, half-yearly, yearly) between a first execution date and a last execution date.
- 2.29 **Pay Now:** a Payment instruction with which you instruct us to execute a Payment from your Account either with value date set to same Business day or next Business day or spot, as applicable.
- 2.30 **Profile:** your details as a Customer within the Bank. You may only have up to one Profile with us at any time. In case of a joint Account, each of the joint Account holders will have a separate Profile, although the joint Account will appear within the Online Account of every joint Account holder.
- 2.31 **Qualifying Accounts:** each Account or Fixed Term Deposit which may be accessed through the Service. Your Qualifying Accounts will continue to be subject to the General Terms and to the terms and conditions and/or agreements specifically governing them, except as may be otherwise expressly provided in this Agreement.
- 2.32 **Recovery Code:** a sequence of characters (letters, numbers, symbols) sent to you by post. It is important to keep the Recovery Code stored in a safe place, as you will need the Recovery Code to reset your Password through the Service, retrieve your User ID through the Service, and to re-enrol your FIMBank CAM.
- 2.33 **Reference Account:** is a personal account (single or joint) in your name, or names in case of a joint account, with an Eligible Institution, which we shall link to your Easisave Savings Account and which is acceptable to us.
- 2.34 **Security Details:** your User ID, Password, Temporary Password, Recovery Code, FIMBank CAM password, FIMBank CAM Enrolment Matrix, FIMBank CAM Onscreen Matrix and any One Time Password provided by us.
- 2.35 **Service:** the Personal Digital Banking service, the Business Digital Banking service, and/or the FIMBank CAM. You may use the Service to access your Online Account through the Internet.
- 2.36 **Statement:** a formal record listing all the transactions on your Qualifying Account including withdrawals, deposits, interest earned on your Account, transfers to a Fixed Term Deposit, periodical interest from your Fixed Term Deposit, deposits of a Fixed Term Deposit on maturity, withholding tax deductions on interest earned (as may be applicable) and other account activity as may be applicable.

- 2.37 **Temporary Password:** a sequence of characters (letters, numbers, symbols) sent to you by post used as a secret key for accessing your Online Account. You will need to replace this with your Password on log in.
- 2.38 **User ID:** the unique alphanumeric code that enables you to gain access to your Online Account. As a Customer, you will have only one User ID irrespective of how many Accounts you have with us. In case of a joint Account, each Online Account holder will have a separate User ID. In case of a Body Corporate, each Authorised Representative will have a separate User ID. You will have separate User IDs for your personal Online Account and for every Body Corporate that you are an Authorised Representative for.
- 2.39 **We, us, our, FIMBank, the Bank:** FIMBank p.l.c., Malta, a public limited company registered under the laws of Malta with company registration number C17003, licensed as a credit institution by the Malta Financial Services Authority and listed on the Malta Stock Exchange.
- 2.40 **Withdrawal Instruction:** any instruction given by the Customer to the Bank to effect a transaction which results in a debit to a Customer's Account.

Any capitalized term not defined herein shall have the same meaning as in the General Terms.

#### Construction

- 2.41 Any reference to the singular shall include the plural and vice versa, the use of the masculine pronoun shall include the feminine, the use of the neutral pronoun shall include the masculine or the feminine as the case may be and any reference to any Statute, Law or Regulation having the force of Law or any section thereof includes reference to any modification thereto or re-enactment of such Statute, Law or Regulation having the force of Law for the time being in force.
- 2.42 A person shall include any physical person, firm, company, corporation or any other body or association of persons, whether such body or association is corporate or unincorporated, or any two or more of the foregoing.
- 2.43 The headings are used and inserted for convenience only and shall be ignored in the interpretation of these terms and conditions.

### 3 Electronic Transaction Summary and Statements

- 3.1 An Electronic Transaction Summary showing details for all transactions to date on your Qualifying Accounts, including but not limited to withdrawals, deposits, interest paid, fees charged and other account activity as may be applicable, is available to you through your Online Account. This will show transactions up till the previous Business Day.
- 3.2 Statements are issued as per primary, secondary, tertiary settings in line with your instructions on Account opening or as per default setting on the Account, or as modified as per your instructions given through your Online Account. Electronic statements are free of charge and are accessible through your Online Account. One (1) hardcopy paper statement may also be requested per year and is free of charge. Additional and ad hoc paper statements may be requested, through the Online Account or by contacting Helpdesk, and are subject to a charge as per Tariff of Charges.
- 3.3 For the purpose of your Statements and Electronic Transactions Summaries, the day ends at end of day.

### 4 Operation of Joint Accounts through the Service

- 4.1 Any correspondence to be sent by post in relation to the joint Account shall be sent to the mailing address on the joint Account indicated in the Account Opening Form and as such is deemed to be proper and valid notification to all joint holders.
- 4.2 Using your respective Online Accounts, any of the joint Account holders can give us instructions, including instructions to close a joint Account. Independently of any all to sign instructions on the Opening of Account Form, we are not obliged to confirm any instruction with the other joint Account holder(s). You recognise that any requirement of verifying or requiring additional signatures, if such a requirement exists, does not apply to instructions received

through the Service and consequently you release FIMBank from liability when acting on such instructions. Any joint Account holder will therefore be able to withdraw funds from the Account or to close the joint Account without the authority of the other joint Account holders, even though different authority instructions may have been given to the Bank on the Opening of Account Form or Bank Mandate. Similarly, any joint holder will be able to close the Account and/or open a joint Fixed Term Deposit.

## 5 Authorised Representatives for Corporate Accounts

- 5.1 In case of a Customer being a legal entity or any other entity, any Authorised Representative may be authorised by the Customer, subject to any such terms, conditions, agreements and corporate or other authorities as we may from time to time require, to:
- enter into this Agreement, as amended from time to time;
  - access the legal entity or the relative entity's Online Account and, as such, access and operate each Qualifying Account of the Customer in any manner and for any purpose available through the Service, whether now available or available at some time in the future; and
  - use any online service which may be available through the Online Account whether now or at some time in the future.
- 5.2 The Customer indemnifies the Bank against any losses, damages, costs, claims or demands (including any legal costs) incurred by the Bank as a result of, or arising in connection with access to the Online Account, your Accounts and to the Service being granted by the Bank to the Authorised Representative nominated by the Customer, and the Customer ratifies and accepts any and all transactions effected by the Authorised Representative on the Customer's Accounts through the Online Account and/or the Service.

### *Communication with you*

Without prejudice to the provisions of the General Terms regarding communication with you we can also contact you through your Online Account.

### *Changes to contact details through the Service*

Without prejudice to the provisions of the General Terms regarding your obligation to notify us immediately in case of changes to your contact details, you can also use your Online Account to effect changes in your contact details. Such notice will be effective from the time that we receive it. If you do not inform us about a change in your mailing address and, as a result, post is returned to us, we may restrict access to the Online Account until we receive satisfactory proof of your new mailing address.

## 6 Device and Software Security and Requirements

### Minimum Requirements

- 6.1 To register to and access your Online Account through the Service you must have and ensure:
- a unique mobile number that is in your exclusive use;
  - access to a secure Internet browser.
- 6.2 Once your first Account is activated, to access your Online Account through the Service you must also have:



- A recent Android/iOS smart device with a camera on which you are required to install the FIMBank CAM application.

#### *Device Security*

- 6.3 You agree that while all reasonable safety and security precautions have been taken by the Bank, the nature of communication over the Internet is such that the Bank cannot guarantee the privacy or confidentiality of information relation to you or to your Accounts passing over the Internet. It is also important to remember that the security of the systems that you use to access the Service is critical to ensure online security and confidentiality. You therefore agree to the following when accessing the Service:
- the Service should be accessed through a secure browser which allows for the transfer of digitally signed certificates for authentication procedures and provides message integrity, so that information cannot be tampered with in transit and therefore provide protection against unauthorised access;
  - the Service should only be accessed from systems which are properly updated and protected against the risk of compromise and malware infection;
  - the Service must never be accessed from systems known to be suffering a malware infection, or, suspected to have been compromised.

#### *Security Details*

- 6.4 Without prejudice to the provisions of the General Terms, it is your responsibility to ensure that Security Details relating to your Online Account are kept safe. You are to act in good faith, exercise reasonable care and diligence and take reasonable steps to keep the Security Details secret and safe and to prevent their fraudulent or unauthorised use. In particular, you must:
- not reveal your Security Details to anyone;
  - not quote your Security Details when calling the FIMBank Helpdesk. Your Security Details will never be requested over the phone or by any other means including email or via message through the Service. You should use your Security Details only when you are accessing the Service;
  - not send your Security Details over any email system;
  - keep your Password separate from your User ID and Account details at all times;
  - not allow anyone else to use your Online Account and/or Account(s), unless you have made a separate arrangement with us for someone to do so;
  - not to leave your computer or any other device unattended while you are connected to your Online Account;
  - not to enter any of your Security Details on your computer or any other device when there are others near you who can observe what you are doing;
  - not to choose a Password that is easily guessed or identified as relating to you or is an obvious or trivial combination of letters and numbers (e.g. sequential numbers, birth date etc.);
  - ensure the secrecy of every part of your Security Details against any access by or disclosure to third parties; and
  - adhere to any security warnings or advice we provide you with, including any security announcements provided on the "Security Notice" section of Our Website.
- 6.5 You should change your password immediately if you suspect that its secrecy may have been compromised or that it may have been disclosed to third parties. You may be required to change your Password whenever deemed necessary. You may change your Password at any time from within the Service. For security purposes, it is recommended that you memorise the Password and do not write it down to avoid accidental or unauthorised disclosure.
- 6.6 Without prejudice to the General Terms, you should inform us immediately and without delay by contacting the FIMBank Helpdesk, in the event that:

- you lose any of your Security Details or if you are aware, suspect or believe that someone else knows any of your Security Details or has stolen them;
- you are aware, suspect or believe that anyone else has misused or likely to misuse any of your Security Details, your Online Account and/or any of your Account(s).
- you are unable to login using your Security Details;
- you are unable to use the Service to recover your Security Details;
- you are experiencing problems when using the Service and/or Our Website if you are unable to log into the Website or to authorise transactions and changes to your Online Account using your Security Details;
- you notice any technical incident or other fault related to the way in which you access your Online Account which might put the security of your Accounts and/or the Service at risk; or
- you notice any irregularities with any third party payment procedures on other websites or elsewhere which may lead to your Online Account being used or accessed by someone without your authority.

6.7 We will do our utmost to prevent any unauthorised access to your Online Account and to make sure it is secure, including taking reasonable steps to protect the secrecy of your Security Details. We reserve the right to immediately suspend or disallow your access to your Online Account and/or your use of the Service in whole or in part:

- if we have reason to believe that the Online Account is not, or may not be, secure;
- if we have been informed of any unauthorised or fraudulent use of the Online Account and/or the Accounts;
- if we have reason to believe that there could be unauthorised or fraudulent use of the Online Account and/or the Accounts; or
- for any other valid reason.

## 7 Access and Instructions

### Registration for an Online Account and access

- 7.1 When you register for an Online Account through the Service, we will give you a User ID and request you to set your own Password.
- 7.2 You authorise FIMBank to provide you with access to your Qualifying Accounts through your Online Account and once you authorise such access the Accounts shall be referred to as the “Qualifying Accounts”. For each Qualifying Account to which access is provided, you may request removal of such access by sending a service request through your Online Account or by calling the FIMBank Helpdesk.
- 7.3 In order to log on to the Service and give instructions to the Bank and/or effect transactions through the Service,
- you must enter your User ID, your Password, a One Time Password and a Captcha and/or any identifiers as shall be prescribed by the Bank from time to time. Instructions in connection with the Service shall not be considered to be received by the Bank unless they are given in such manner as the Bank may prescribe from time to time and until the Bank has actually received them.

### Instructions to us

- 7.4 You authorise us to act on any instruction complying with the required authorisation method as per clause 7.3 and all such instructions, as acted upon by the Bank in good faith, shall be binding on you whether given by you or by any other person purporting to be you. The Bank shall be under no duty to verify the identity or authority of the person giving any such instructions or the authenticity of such instruction apart from verifying any identifiers as may be prescribed by the Bank from time to time.

- 7.5 Unless otherwise stated in the General Terms or save where otherwise provided in this Agreement, an instruction sent to us through the Service after complying with the required authorisation method as per clause 7.3 above is irrevocable and cannot be cancelled or revoked.
- 7.6 Advice or confirmation that an instruction has been received and/or a transaction has been effected through the Services will be provided by us online. Such advice or confirmation shall be deemed to have been received by you immediately after transmission and it is your duty to check such advice or confirmation. It is also your duty to enquire with the Bank if you do not receive an advice or confirmation within the time usually required for a similar advice or confirmation to be received.
- 7.7 You are responsible for checking the Electronic Transactions Summary and to check that the Bank has correctly executed your instructions, including any Payment instructions. You are to notify the Bank without undue delay on becoming aware of any unauthorised or incorrectly executed Payment transactions, by contacting FIMBank Helpdesk by phone or email at the earliest. If you do not tell the Bank promptly (and to the extent required by law, at the latest within 13 months of the date the Payment transaction has been deducted from the Account), then you may not be entitled to any applicable refunds.

#### *Unauthorised transactions*

- 7.8 Without prejudice to the provisions below on liability in case of unauthorised transactions resulting on account of the unauthorised use of your Security Details, the Bank will refund the amount of a Payment and any charges or interest you have paid as a result of it and where applicable, the Bank will pay you any interest the Bank would have paid you on that amount, if:
- you asked the Bank to make the Payment and this had not been properly processed by the Bank or was never received, unless there was a mistake in any of the details contained in the Payment instruction you gave the Bank or the Bank can show that the Payment was received by the beneficiary's bank (in this case, the beneficiary's bank is required at law to make the payment immediately to that person) or if the circumstances giving rise to the incorrect Payment transaction were due to abnormal and unforeseeable circumstances beyond the Bank's control, the consequences of which would have been unavoidable despite all efforts to the contrary; or
  - you inform the Bank that the Payment had been unauthorised and, after having investigated it, the Bank is reasonably satisfied that the Payment had not been authorised and that you are not liable. The Bank may also refund the amount claimed, whilst the investigation takes place, reserving the right to re-debit the monies should the Payment prove to be authorised.
- 7.9 In the case of unauthorised transactions resulting on account of the unauthorised use of your Security Details, the Bank will generally investigate the unauthorised transactions and, if the Bank is reasonably satisfied that the transaction was not authorised by you and that you are not liable as set out in this clause, the Bank will pay back to the Account the amounts of the unauthorised transactions (including any interest or charges paid by you as a result of the transaction), as well as any interest which the Bank would have paid you on that amount, over the amount of €50. Thereafter, the Bank will not have any further liability to you.

You shall be however unlimitedly responsible for any and all unauthorised transactions carried out on the Account prior to notification to the Bank, resulting on account of you having failed to keep safe any of your Security Details and there has been misappropriation of any of your Security Details or if you have acted in breach of any obligations in relation to your Security Details as set out in this Agreement. Provided that in case of fraud on your part, you shall be liable for all and any transactions including those arising after notification to the Bank.



## 8 Payment Instructions and Payments into your Account

- 8.1 Payment Instruction or Withdrawal Instruction and Payments into your Account are subject to the provisions of the clause 7 above and to the provisions of the General Terms and may also be based on the terms and conditions regulating the relative Account.
- 8.2 We will not provide you with a separate written confirmation when you receive funds in your Account. These amounts will appear on your statements and Electronic Transaction Summaries.

## 9 Suspension or Termination

- 9.1 This Agreement is for an indefinite term. However, the Bank reserves the right to terminate this Agreement or cancel the Service or your access to the Service and/or your Online Account and/or your Accounts through the Service at any time by giving you two (2) months' notice or such other shorter notice period as may be allowed by law in any manner as set out in the General Terms, except where the Service or the Online Account or the Accounts have been or are likely to be misused, in case of a breach or a possible breach of security, in the event of a breach or possible breach by you of this Agreement or in the case of any serious or objectively justified reason, in which case termination or suspension will be immediate.
- 9.2 In addition, the Bank may, at any time suspend the use of the Service or your access to the Service, in whole or in part, for any objectively justified reasons including, without prejudice to the generality of the foregoing, your security and that of the Service and/or the Accounts, the suspicion of unauthorised or fraudulent use of the Service and/or the Accounts, or a breach or a possible breach by you of this Agreement or when the Bank needs to suspend the Service for maintenance or other reasons. Where possible, the Bank will use reasonable efforts to inform you beforehand or at the latest immediately thereafter, of the suspension and the reasons for the suspension, unless giving such information would compromise objectively justified security reasons or is prohibited at law. The Bank will inform you in any manner as set out in the General Terms.
- 9.3 While you may request reinstatement of your access to the Service by contacting the FIMBank Helpdesk, access to the Service, in whole or in part, may be reinstated by us, at our sole and absolute discretion and at any time.
- 9.4 The Customer may terminate or cancel use of the Service and/or this Agreement at any time by giving to the Bank prior notice in writing.
- 9.5 Without prejudice to the provisions of the General Terms on termination, all provisions of this Agreement which in order to give effect to their meaning need to survive the suspension or the termination of the Service and/or the use of the Service, shall remain in full force and effect after suspension or termination. Notwithstanding such suspension or termination, you shall continue to be bound by this Agreement to the extent that it relates to any of your obligations or liabilities which remain to be performed or discharged.

## 10 Charges for the use of the Service

- 10.1 All and any charges relating to the use of the Service are specified in the Bank's Tariff of Charges as may be in force from time to time and which may be found at: <https://www.fimbank.com/en/standard-tariff-of-charges>. In addition, an Account and/or every product, transaction or service provided by the Bank may be subject to its respective charges as may be set out in the General Terms and/or in any Additional Conditions or any other agreement entered into between the Bank and the Customer.

- 10.2 Charges related to the provision of the Service shall be debited to the Accounts. If there are insufficient funds in such selected Accounts, the Bank retains the right to settle the amounts due through any other Account. Should there be no Account which may be debited, the Service shall be suspended until the charges are settled.

## 11 Liability of the Bank

- 11.1 The Bank will take reasonably practicable steps to ensure that its systems in connection with the Service are installed with adequate security designs and to control and manage the risks in operating systems, taking into account any law, rules, regulations, guidelines, circulars, codes of conduct and prevailing market practices which may be applicable from time to time.
- 11.2 The Bank does not warrant or represent that the Service and the systems used to provide the Service are free from virus or other destructive feature which may adversely affect your hardware, software or any other device or equipment which you use to access your Online Account and the Service.
- 11.3 Due to the nature of the Service, the Bank does not warrant that access shall be uninterrupted, timely or error free. We reserve the right to modify, suspend or discontinue, temporarily or permanently, the use of the Service or any part thereof, with or without notice, during downtime (whether scheduled or unscheduled). FIMBank shall not be liable to you or to any third party for any such modification, suspension or discontinuance of the use of the Service or any part thereof. In the event that the Bank has levied any charge to you, which is specifically expressed to be for a particular service that is not available (which for the avoidance of doubt shall not mean any periodic fee or similar charged for the Service as a whole), the Bank shall reimburse you with this sum. Other than this reimbursement, and as set out in clause 11.4 and 11.5 below, FIMBank will have no further liability to you for failing to provide you access to the Service and/or your Online Account.
- 11.4 Unless due to the gross negligence or intentional misconduct on the part of the Bank or any of its employees and officers and only to the extent of direct and reasonably foreseeable loss or damage (if any) arising directly or solely therefrom or the amount of the relevant transaction (whichever is less), FIMBank shall not be liable or responsible to you or to any other person for the consequences arising from or in connection with (i) the use of the Service and/or access to any information as a result of such use by you or any other person whether or not authorised; (ii) for any interruption, interception, suspension, delay in performing or failure to perform our obligations hereunder, in transmitting instructions or information relating to the Service caused by acts or omissions or circumstances which are abnormal or unforeseeable events or outside our reasonable control which would have been unavoidable despite all efforts to the contrary, including, without limitation, failure of any communication or other network, mechanical breakdown, power failure, malfunction, or inadequacy of equipment, installation or facilities, acts or omissions of any third party service providers or occurrences of force majeure; or due to our obligations to comply with any applicable legislation, regulations, directions, regulatory guidelines or government order (whether or not having the force of law); and (iii) transmission and/or storage of any information and/or data relating to the you, the Service, your Accounts and/or transactions or dealings conducted by you pursuant to the Service through or in any system, equipment or instrument of any communication network provider.
- 11.5 In no event, shall FIMBank be liable to you for any direct or indirect loss of profit, goodwill, business, opportunity, revenue or anticipated savings nor for any direct, any type of incidental, special, consequential or indirect loss or damage whatsoever.
- 11.6 Unless occasioned by the gross negligence or wilful misconduct on the part of the Bank and its employees, FIMBank shall not be liable for any losses resulting, in whole or in part, from third party services or from faults or malfunction in equipment, browser, software, hardware or any other component, pertaining to third party service providers, whether agents or subcontractors of the Bank or otherwise, whether such services equipment software, hardware

or any other component are used by you to access and/or use the Service or used by us in order to comply with your instructions and/or provide the Service.

- 11.7 The Service may also contain material provided by third parties and FIMBank may not necessarily agree with the content of such material. In addition, FIMBank accepts no responsibility or liability for the accuracy of such material.

## 12 Indemnification

- 12.1 Except to the extent allowed by law and in so far as we are liable under the terms of this Agreement or any other agreement that otherwise governs your use of the Service, you agree to indemnify and hold us, our directors, officers, employees and agents harmless from and against all loss, liability, claims, demands, actions, judgments and expenses of any kind (including, without limitation, legal fees on a full indemnity basis) which may be brought against or incurred by us or any of the directors, officers, employees and agents arising out of or in any way connected with the provision of the Service, your use of the Service, your Online Account, Profile and/or Account(s) and Fixed Term Deposit(s).

## 13 Copyright and Trademarks

- 13.1 The entire content of the Service is subject to copyright in favour of the Bank with all rights reserved and the information held is for your personal use only. You may not download, copy, transmit, convert, transcribe, decode, reproduce or modify the content of the Service (all or in part) without our permission. However, it is permissible to print out part or all of the content of the Service, as may be applicable, for your own personal use.
- 13.2 The display of trademarks in the pages of the Service does not imply that a license of any kind has been granted.

### General

Nothing in the Service shall be construed as a solicitation or offer, or recommendation, to acquire or dispose of product or service or investment or to engage in any other transaction, or to provide any investment advice or service.

Nothing in the Service constitutes investment, legal, tax or other advice and is not to be relied upon in making an investment or other decision.