

FIMBank Direct Terms and Conditions

1 These Terms and Conditions

- 1.1 This online access agreement ("Agreement") contains the terms that govern the relationship between you and FIMBank p.l.c. and your use of FIMBank Direct, the Bank's Personal Digital Banking and Business Digital Banking services ("Service"). Kindly read the following terms and conditions carefully. By using the Service you are agreeing to the terms of this Agreement.
- 1.2 The relationship between you and FIMBank p.l.c. shall be subject to:
 - the Bank's General Terms and Conditions of Business;
 - these terms and conditions (FIMBank Direct Terms and Conditions);
 - the personalised Account Opening Form (as per clause 2.3 below);
 - the terms and instructions appearing on a screen when using the Service, and
 - any further conditions as may be set out in the Instructions Letter or other documentation we send to you at Account opening stage or as we may require from time to time.
- 1.3 In case of conflict between the Bank's General Terms and Conditions of Business and the FIMBank Direct Terms and Conditions the latter shall prevail. If any of the terms of the Instructions Letter, Account Opening Form or any other documentation we send you contradict any of the conditions set out in these terms and conditions, the terms set out within that letter or other documentation will apply.
- 1.4 In the case of conflict between the Easisave Savings Account - Terms and Conditions and the FIMBank Direct Terms and Conditions the latter shall prevail.

Language

- 1.5 These terms and conditions, other terms and conditions as noted in 1.2, all the terms and instructions appearing on screen and all communication through the Service will be in English. Should the need arise, we shall endeavour, but are not obliged, to provide terms and/or instructions and/or communication in other languages.

Changes to these Terms and Conditions

- 1.6 We may vary, alter and modify any term of this Agreement at any time by giving you two (2) months' notice in writing or such shorter notice period as may be allowed by law provided that:
 - you will be deemed to have accepted these amendments, unless you notify the Bank 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 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.
- 1.7 We will notify you of a change in any of these terms by posting it 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. 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. As always, you may choose to accept or decline changes by continuing or discontinuing to use the Service.

2 Definitions and Interpretation

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

- 2.1 **Authorised Representative:** a person with authority of any kind with respect to your Online Account(s) and/or Account(s), including but not limited to a person acting as agent for and on your behalf.
- 2.2 **Account:** the actual bank account you hold with us, including but not limited to Easisave Savings Account, FIMBank Current Account and FIMBank Corporate Account. Each Account is identified by its respective IBAN and will be associated with your personal Profile. A joint Account has one IBAN and is associated with the Profiles of all joint holders.
- 2.3 **Account Opening Form:** the agreement that, together with other documents as per clause 1.2, governs our contractual relationship with you and includes our contractual obligations. Upon successful completion of the Online Application, you will be provided with your personalised Account Opening Form. This Account Opening Form will need to be signed and returned to us as explained in the Instructions Letter or as guided by the FIMBank Helpdesk.
- 2.4 **Account Opening Documentation:** the set of documents, requested upon completion of the Online Application, some or all of which may need to be submitted as part of the Account opening process.
- 2.5 **Activation Code:** the sequence of characters (letters, numbers, symbols) sent to you by post, valid for a one time use and for a defined period of time. The Activation Code allows a Customer to register to FIMBank Direct.
- 2.6 **Applicant:** any natural person or Body Corporate who has registered to FIMBank Direct and/or submitted an Online Application Form to open an Account and/or in whose name an Online Application Form was submitted.
- 2.7 **Burgan Bank:** a bank in Kuwait and subsidiary of public holding company Kuwait Projects Company Holding (known as KIPCO), with business address at Burgan Bank Tower Sharq Area, Abdulla Alahmed St, Kuwait, established in 1977 registered in Kuwait and bearing company registration number 321501.
- 2.8 **Business Day:** any day other than Saturdays, Sundays, public holidays or bank holidays in Malta.
- 2.9 **Body Corporate:** any firm, company, corporation or any other body or association of persons, whether such body or association is corporate or unincorporated.
- 2.10 **Customer:** any natural person or Body Corporate in whose respect an Account 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.
- 2.11 **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.
- 2.12 **Cut-off Time:** Cut-Off Times means the Standard Cut-Off Times which are issued by the Bank as may be revised and amended from time to time, and which currently is 1530 CET. Instructions for withdrawals and/or closure of Account(s) and/or opening of Fixed Term Deposit(s) 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.
- 2.13 **Deposit:** the transfer of funds into the Account, i.e. an incoming payment instruction.
- 2.14 **Eligible Accounts:** each FIMBank product you have with us that is eligible to be enrolled in the Service is called an Eligible Account, including but not limited to Easisave Savings Account, Easisave Fixed Term Deposit, FIMBank Current Account, FIMBank Fixed Term Deposit, FIMBank Corporate Account and FIMBank Corporate Fixed Term Deposit. Your Eligible Accounts will continue to be subject to the agreements otherwise governing them, except where it is noted in this Agreement.
- 2.15 **Eligible Institution:** 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).
- 2.16 **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.
- 2.17 **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.
- 2.18 **FIMBank CAM Enrolment Matrix:** the Matrix sent to you by post, which may be used to enrol your FIMBank CAM to your Online Account. It is important to keep this document stored in a safe place, as you will need this to re-enrol your FIMBank CAM.
- 2.19 **FIMBank CAM Onscreen Matrix:** a Matrix displayed onscreen, which may be used to enrol your FIMBank CAM and/or to authenticate your login attempts and authorise instructions through your Online Account.
- 2.20 **Fixed Term Deposit:** the term deposit which you have opened and fixed with us for a defined period of time as applicable, including but not limited to Easisave Fixed Term Deposit, FIMBank Fixed Term Deposit and FIMBank Corporate Fixed Term Deposit. Each Fixed Term Deposit is identified by a contract number assigned to the term deposit upon opening. Each Fixed Term Deposit is associated with one Account.
- 2.21 **FIMBank Helpdesk, Easisave Helpdesk:** FIMBank support service centre that can be contacted:
- by message through your Online Account for confidential communications and instructions;
 - by telephone on freephone number 80073388 (within Malta) and telephone number +356 21322102;
 - by email at helpdesk@fimbank.com for general queries and non-confidential communication; 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".
- 2.22 **FIMBank Relationship Manager:** the person within FIMBank who maintains your relationship with the Bank. You may confirm who your FIMBank Relationship Manager is by contacting the FIMBank Helpdesk.
- 2.23 **Identification Documents:** the copy of identity document(s) and other document(s) as evidence of your identity and as evidence of your permanent residential address that you are required to remit as part of your Account Opening Documentation.
- 2.24 **Instructions Letter:** the covering letter generated together with your personalised Account Opening Form upon successful completion of the Online Application, which lists the documentary and Opening Deposit requirements.
- 2.25 **Matrix:** a dynamically encoded image that we generate and which contains authentication/authorisation information in the form of a matrix of coloured dots.
- 2.26 **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.
- 2.27 **Online Account:** the secure area within the Service which gives you access to your Profile, Eligible Accounts and to our communication to/from you. In the case of joint Accounts, each joint holder will have a separate Online Account.
- 2.28 **Online Application:** the form you need to complete in order to open your Account. 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.
- 2.29 **Opening Deposit:** the first deposit you make into the Account, which is considered part of the Account opening process as explained in the Instructions Letter or as guided by the FIMBank Helpdesk.
- 2.30 **Opening Hours:** the current FIMBank Helpdesk opening hours are Monday to Friday between 0900 and 1700 CET on a Business Day. Opening Hours may change from time to time as notified on Our Website.
- 2.31 **Our Website:** refers to fimbank.com, easisave.com.
- 2.32 **Password:** the sequence of characters (letters, numbers, symbols) set by yourself used as a secret key for accessing your Online Account.
- 2.33 **Pay Later:** an instruction with which you instruct us to execute a withdrawal on a specific date in the future.
- 2.34 **Pay Periodically:** an instruction with which you instruct us to execute a 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.

- 2.35 **Pay Now:** an instruction with which you instruct us to execute a withdrawal as early as possible. A Pay Now withdrawal can be executed with value date set to same day or next day or spot, as applicable.
- 2.36 **Profile:** your details as a Customer. You may have up to one Profile with us at any time. In case of a joint Account, each of the joint holders will have a separate Profile.
- 2.37 **Recovery Code:** a sequence of characters (letters, numbers, symbols) sent to you by post. It is important to keep this document stored in a safe place, as you will need this to reset your Password through the Service, retrieve your User ID through the Service, and to re-enrol your FIMBank CAM.
- 2.38 **Reference Account:** is a personal account (single or joint) in your name, or names in case of a joint account, with another Eligible Institution, which we link to your Easisave Savings Account. This means that each Easisave Savings Account is linked to one Reference Account. You specify this account in the Account Opening Form or is otherwise established from the payment details on the Opening Deposit, provided that this account is acceptable to us.
- 2.39 **Security Details:** your User ID, Password, Temporary Password, Activation Code, Recovery Code, FIMBank CAM password, FIMBank CAM Enrolment Matrix, FIMBank CAM Onscreen Matrix and any One Time Password provided by us.
- 2.40 **Service:** the Personal Digital Banking service, Business Digital Banking service, and FIMBank CAM. You may use the Service to access your Online Account through the Internet.
- 2.41 **Statement:** a formal record listing all the transactions on your Eligible 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.
- 2.42 **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.
- 2.43 **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.
- 2.44 **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.
- 2.45 **Withdrawal:** the transfer of funds out of the Account, i.e. an outgoing payment instruction.
- 2.46 **You, your, yourself:** includes any Applicant, Customer and/or Authorised Representative.

Construction

- 2.47 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.
- 2.48 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.
- 2.49 The headings are used and inserted for convenience only and shall be ignored in the interpretation of these terms and conditions.

3 Easisave Savings Accounts

- 3.1 Please find the Easisave Savings Account product specifications sheet here:
<https://www.fimbank.com/file.aspx?f=12024>

About Easisave Savings Accounts

- 3.2 The Easisave Savings Account is an online variable-rate savings account, denominated in the euro currency ("EUR") or the United States dollar currency ("USD").
- 3.3 Easisave Savings Accounts are available as single or joint accounts for natural persons. The Easisave Savings Accounts are not available for trusts, companies and other bodies corporate or charities.
- 3.4 To open an Easisave Savings Account you must have a Reference Account with an Eligible Institution held in the name of the same Applicant or Applicants in case of a joint Easisave Savings Account. If you stop being eligible for the Reference Account, we will need to close your Easisave Savings Account (see clause [14](#)).

Reference Account

- 3.5 The Reference Account is the account you specified in the Account Opening Form or as otherwise established from the payment details on the Opening Deposit, provided that this account is acceptable to us. Each Easisave Savings Account must be linked to a Reference Account. The Reference Account cannot be changed once the Easisave Savings Account is activated.
- 3.6 You may link the same Reference Account with different Easisave Savings Accounts.
- 3.7 We reserve the right to verify that you are the account holder of the Reference Account.
- 3.8 You should not close a Reference Account that is linked to an activated Easisave Savings Account. This is important because of [clause 3.20](#). In case you need to close or make changes to the Reference Account, you may contact the FIMBank Helpdesk to discuss the matter. Upon closure of the Reference Account for any reason, we reserve the right to request further information from you as may be required to carry out any enhanced due diligence. Concurrently we are also entitled to suspend your Easisave Savings Account until such time that we are fully satisfied with such due diligence process.
- 3.9 You are obliged to advise us immediately regarding any changes to your Reference Account by contacting the FIMBank Helpdesk.

Opening an Easisave Savings Account

- 3.10 To open an Easisave Savings Account, you must, as explained in the Instructions Letter or as guided by the FIMBank Helpdesk, complete and return the Account Opening Form signed together with other documentary requirements and make an Opening Deposit. In the case of a joint Account, each of the joint holders must complete and return the respective Account Opening Form together with respective documentary requirements. Should you not have the means to print the Account Opening Documentation supplied you may contact the FIMBank Helpdesk in order for us to make alternative arrangements. The Opening Deposit must be made from an account held with an Eligible Institution in the name of the Applicant (or Applicants in case of joint). The minimum Opening Deposit amount is EUR 50 / USD 50 for EUR/USD Easisave Savings Accounts respectively.
- 3.11 The Easisave Savings Account opening process will only be completed once the business relationship has been approved by FIMBank. In the event that within 210 days of receiving your application to open the Account, we have not received your Opening Deposit and/or satisfactorily carried out our necessary verifications, we may reject your application to open the Easisave Savings Account. In these circumstances, you will not be treated as having opened the Easisave Savings Account. In case we receive your Opening Deposit but cannot satisfactorily carry out our checks within 21 days of receiving the deposit, we may reject your deposit and return the funds to the source account. Once the Easisave Savings Account opening process is successfully completed, the Easisave Savings Account is activated.

Payments into your Easisave Savings Account

- 3.12 You may deposit funds into the Easisave Savings Account only by transferring funds from the respective Reference Account. Following activation of the Easisave Savings Account (see [clause 3.11](#)) the source of funds received on your Easisave Savings Account shall be funds cleared through your Reference Account. Any other incoming payments including cash payments and any cheque deposits will be either rejected and/or returned.

- 3.13 The Bank, at its discretion, reserves the right to approve on a case by case basis, transfers into the Easisave Savings Account not received from the respective Reference Account. Such transfers may be approved on the basis that the necessary compliance requirements are in place and prior to the transaction approval.
- 3.14 We may in some cases refuse to accept a payment into your Easisave Savings Account. If we cannot satisfactorily carry out our necessary verifications within 21 days of receiving the deposit, we may reject your deposit and return the funds to the source account. If already processed, we may in some cases be required to return a payment into the source account with, where appropriate, any interest accrued on that amount.
- 3.15 Other than the minimum amount required in the Opening Deposit (see clause [3.10](#)), the minimum amount you may transfer into your Easisave Savings Account at any one time is EUR 1.
- 3.16 Deposits into your EUR/USD Easisave Savings Account made in currencies other than EUR/USD will be converted into EUR/USD respectively at the prevailing exchange rate on the date the payment is received. A credit advice, displaying the foreign exchange rate applied, will be made available for download via the Service.
- 3.17 Deposits are processed within one Business Day.
- 3.18 There is no limit on the amount of deposits to be effected into each Easisave Savings Account.
- 3.19 There is no limit as to how much funds you may hold in your Easisave Savings Account.

Payments out of your Easisave Savings Account

- 3.20 You may make a withdrawal from your Easisave Savings Account only by transferring funds to your Reference Account.
- 3.21 The Bank, at its discretion, reserves the right to approve on a case by case basis, transfers out of the Easisave Savings Account not paid to the respective Reference Account. Such transfers may be approved on the basis that the necessary compliance requirements are in place and prior to the transaction approval.
- 3.22 You may make withdrawals by using your Online Account. You may withdraw any amount from EUR 1 / USD 1, for EUR/USD Easisave Savings Account respectively, up to the balance available to you.
- 3.23 If you instruct us to make a withdrawal immediately (Pay Now) out of the Easisave Savings Account, unless instructed otherwise, said withdrawal will be effected:
 - via SEPA Credit Transfers (SCT) for EUR, with next-day value; and
 - via SWIFT for USD, with spot value.You will typically need to allow at least three (3) Business Days from the date we receive your withdrawal instruction to reach the Reference Account.
- 3.24 You are allowed up to one withdrawal on each Easisave Savings Account on each Business Day.

Fees and Charges

- 3.25 The Easisave Savings Account is free from any fees or charges. Charges may, however, apply when effecting payments and you instruct us to effect same-day value EUR or next-day value USD or same-day value USD withdrawals (see clause [3.23](#)).

Dormant Accounts

- 3.26 Dormant Easisave Savings Accounts are those accounts which have been inactive for at least 999 days. For security purposes, once inactive, extra validations may be required next time you withdraw from or deposit into the Easisave Savings Account to ensure the authenticity of the request.

Changes to Interest Rates on your Easisave Savings Account

- 3.27 The interest rate on the Easisave Savings Account is variable. We will calculate out the interest due to you, if any, on the total available balance in your Easisave Savings Account at the end of each day. We will then add the interest to your Easisave Savings Account on the last Business Day of the year.

- 3.28 The interest rate on your Easisave Savings Account will be reviewed daily. We will notify you of a change in interest rates by posting it in the "Latest News" section on Our Website and through the Service. Should you not wish to be affected by the change in interest rate you may close your Easisave Savings Account at any time as set out in clause 14.

4 FIMBank Current Accounts

- 4.1 Please find the FIMBank Current Account product specifications sheet here:
<https://www.fimbank.com/file.aspx?f=12025>

About FIMBank Current Accounts

- 4.2 The FIMBank Current Account is a variable-rate savings account.
4.3 FIMBank Current Accounts are available as single or joint accounts for natural persons. The FIMBank Current Accounts are not available for trusts, companies and other bodies corporate or charities.

Opening a FIMBank Current Account

- 4.4 To open a FIMBank Current Account, you must, as explained in the Instructions Letter or as guided by the FIMBank Helpdesk, complete and return the Account Opening Form signed together with other documentary requirements and, where applicable, make an Opening Deposit. In the case of a joint Account, each of the joint holders must complete and return the respective Account Opening Form together with respective documentary requirements. Should you not have the means to print the Account Opening Documentation you may contact the FIMBank Helpdesk in order for us to make alternative arrangements.
4.5 To open a FIMBank Current Account the Opening Deposit, when applicable, must be made from an account held with an Eligible Institution in the name of the Applicant (or Applicants in case of joint). The minimum Opening Deposit amount is EUR 5000 or USD 5000 or GBP 5000 or CHF 5000 for EUR/USD/GBP/CHF FIMBank Current Accounts respectively.
4.6 The FIMBank Current Account opening process will only be completed once the business relationship has been approved by FIMBank. In the event that within 210 days of receiving your application to open the Account, we have not received your Opening Deposit, when applicable, and/or satisfactorily carried out our checks, we may reject your application to open the FIMBank Current Account. In these circumstances, you will not be treated as having opened the Account. In case we receive your Opening Deposit but cannot satisfactorily carry out our checks within 21 days of receiving the deposit, we may reject your deposit and return the funds to the source account. Once the FIMBank Current Account opening process is successfully completed, the FIMBank Current Account is activated.

Dormant Accounts

- 4.7 Dormant FIMBank Current Accounts are those accounts which have been inactive for at least 365 days. For security purposes, once inactive, extra validations may be required next time you withdraw from or deposit into the FIMBank Current Account to ensure the authenticity of the request.

Changes to Interest Rates on your FIMBank Current Account

- 4.8 The interest rate on the FIMBank Current Account is variable. We will calculate out the interest due to you, if any, on the total available balance in your FIMBank Current Account at the end of each day. We will then add the interest to your FIMBank Current Account on the last Business Day of the year.
4.9 The interest rate on your FIMBank Current Account will be reviewed daily. We will notify you of a change in interest rates by posting it in the "Latest News" section on Our Website and through the Service. Should you not wish to be affected by the change in interest rate you may close your FIMBank Current Account at any time as set out in clause 14.

5 Fixed Term Deposits

About Fixed Term Deposits

- 5.1 The Fixed Term Deposit is an online fixed-rate and fixed-term deposit. In order to open a Fixed Term Deposit, you must already be a Customer. Funds placed in an Easisave Fixed Term Deposit, FIMBank Fixed Term Deposit or FIMBank Corporate Fixed Term Deposit must be sourced from an activated Easisave Savings Account, a FIMBank Current Account or a FIMBank Corporate Account respectively.
- 5.2 The minimum amount required to open is:
 - either EUR 1000 or USD 1000 for a EUR/USD Easisave Fixed Term Deposit respectively;
 - either EUR 25000 or USD 25000 for a EUR/USD FIMBank Fixed Term Deposit respectively; and
 - either EUR 100000 or USD 100000 for a EUR/USD FIMBank Corporate Fixed Term Deposit respectively.For other currencies please contact the FIMBank Helpdesk.
- 5.3 There is no maximum amount of funds you may place in your Fixed Term Deposit as long as funds are available in the respective source Easisave Savings Account, FIMBank Current Account or FIMBank Corporate Account.

Opening a Fixed Term Deposit

- 5.4 You may open a Fixed Term Deposit through your Online Account. You will need to specify the currency, the term (duration), the source Account from which you will transfer funds into your new Fixed Term Deposit, the amount which you want to place in your Fixed Term Deposit, as well the interest payment frequency (quarterly, annually or on maturity as may be applicable).
- 5.5 Once you have confirmed and successfully submitted the details of the term deposit, your Fixed Term Deposit will be opened immediately and the same amount placed in the term deposit will be automatically deducted from the Account which you have selected to transfer the funds from.
- 5.6 Once you have opened a Fixed Term Deposit, you may not retrieve the principal amount prior to maturity of the term deposit.
- 5.7 Start date of a Fixed Term Deposit opened on a non-Business-Day will be set to the immediate next Business Day.
- 5.8 Maturity date of a Fixed Term Deposit falling on a non-Business-Day will be set to the immediate next Business Day.
- 5.9 There is no limit as to how many Fixed Term Deposits you may hold.

Payments into your Fixed Term Deposit

- 5.10 Payment made into a Fixed Term Deposit can only be sourced from the Account which you have selected whilst opening the Fixed Term Deposit.
- 5.11 Payment made into a Fixed Term Deposit is processed immediately with a value date on the current/next Business Day as part of the opening of the term deposit.

Payments out of your Fixed Term Deposit

- 5.12 No payments can be made out of your Fixed Term Deposit.
- 5.13 Interest earned on your Fixed Term Deposit will be paid into the Account which you selected as the source Account when opening your Fixed Term Deposit, in line with your instructions for interest payment frequency. Withholding tax, in accordance with the "Final Withholding Tax Instructions" setting on the source Account will be deducted from the gross interest payments paid to your Account.
- 5.14 On maturity of your Fixed Term Deposit, the principal amount deposited will be paid into the Account which you selected as the source Account when opening your Fixed Term Deposit.

Changes to Interest Rates on your Fixed Term Deposits

- 5.15 The interest rate on the Fixed Term Deposit is fixed for the term which you have placed your deposit for.
- 5.16 We will continuously review the rates offered on our Fixed Term Deposits and we reserve the right to change these rates at our discretion. If we decide to change the rates, this change will not affect any of your existing Fixed Term Deposits which have not yet matured. We will notify you of any change in interest rate(s) by posting it in the "Latest News" section on Our Website and through the Service.

6 Interest

- 6.1 We will pay gross interest (interest without tax being deducted) or net interest (interest with tax being deducted) depending on the "Final Withholding Tax Instructions" setting on each Account. You may have the ability to change this setting by contacting the FIMBank Helpdesk. Only customers who are, for tax purposes, resident in Malta have the option to receive interest net of tax. If your tax residency circumstances change, please inform us immediately by contacting the FIMBank Helpdesk.

7 Electronic Transaction Summary and Statements

- 7.1 An Electronic Transactions Summary showing details for all transactions to date on your open Eligible Accounts, including but not limited to withdrawals, deposits, interest paid and other account activity as may be applicable, is available to you through your Online Account. This will show transactions as soon as they have been processed.
- 7.2 Statements are issued as per primary, secondary, tertiary settings in line with your instructions on Account opening, or as modified through your Online Account. Electronic statements are free of charge and are accessible through your Online Account. One (1) hardcopy paper statement may 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 of EUR 10 or USD 15 per Statement. Paper Statements are posted to the mailing address we hold on the Account.
- 7.3 For the purpose of your Statements and Electronic Transactions Summaries, the day ends at Cut-off Time.
- 7.4 You are required to examine all the Statements of your Account(s), notes and other advices immediately upon receipt. In case of any inaccuracy or incompleteness, you are obliged to notify us immediately and in any case by not later than one (1) month from receipt of such Bank documents. If after our verifications it transpires that there were any inaccuracies or incompleteness in the Bank's documents we shall rectify them accordingly. If we do not receive any objections within one (1) month of receipt, or deemed receipt of the relevant documents, then you shall be deemed to have accepted the contents of such documents and we shall be entitled to act accordingly.

8 Joint Accounts/Deposits

- 8.1 Easisave Savings Accounts and FIMBank Current Accounts can be opened as a joint account in the joint name of not more than three individuals. A Fixed Term Deposit can also be opened by joint parties. The terms contained in this clause apply specifically for joint accounts.
- 8.2 The joint holders of an Account and of the Fixed Term Deposit are liable on a joint and several basis and there shall be both active and passive solidarity amongst the account holders.
- 8.3 We may give any information about your joint Account(s) and/or Fixed Term Deposit(s) to any of the joint holders. Joint holders hereby acknowledge and agree that we can act on notices or information given by any of the joint holders.
- 8.4 Any correspondence to be sent by post 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.

Waiver of Requirement for Two Signatures

- 8.5 Using your respective Online Accounts, any of the joint holders can give us valid instructions. We are not obliged to confirm any instruction with the other joint holder(s). You recognise that any requirement of verifying two

signatures, if such a requirement exists, does not apply to instructions received through the Service, consequently you release FIMBank from liability when acting on such instructions. Therefore any joint holder will be able to withdraw funds from the Account without the other being involved, even though that person's authority to withdraw funds from the Account by some other means must be exercised jointly with one or more other persons. Similarly, any joint holder will be able to close the Account and/or open a joint Fixed Term Deposit.

9 Authorised Representatives for Business Accounts

9.1 In case of Body Corporate, any Authorised Representative is authorised on such terms, conditions, and agreements as we may from time to time require, to:

- enter into this Agreement, as amended from time to time;
- access his/her Online Account and, as such, each Eligible Account of yours 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 financial service in any manner and for any purpose available through the Service whether now available or available at some time in the future.

10 Device and Software Security and Requirements

Minimum Requirements

10.1 To register to and access your Online Account through the Service you must have:

- a unique mobile number that is in your exclusive use;
- access to an Internet browser.

10.2 Once your first Account is activated, to access your Online Account through the Service you must also have:

- an Android/iOS smart device with a camera, installed with FIMBank CAM application.

Device Security

10.3 It is important to remember that the security of the systems used to access the Service is critical to ensure your online security and confidentiality. The adequacy of the security of these systems rests solely with you. You therefore agree to the following with respect to maintaining security when accessing the Service:

- the Service should only be accessed from systems which are properly 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;
- the Bank reserves the right to suspend and/or terminate the delivery of the Service to you, without warning, in order to ensure continued security of the Service.

Software Security

10.4 It is your responsibility to ensure that Security Details relating to your Online Account are kept safe. 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;
- 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; 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.
- 10.5 You will be required to change your password regularly (at least once every six months). The Password can be changed at any time from within the Service. For security purposes, it is recommended that you memorise the Password and do not write it down.
- 10.6 You should inform us immediately by contacting the FIMBank Helpdesk, in the event that:
- you lose any of your Security Details or if you are aware or believe that someone else knows any of your Security Details or has stolen them;
 - you believe that anyone else has used your Online Account and/or any of your Account(s). You should review the Electronic Transactions Summaries and inform us about any unauthorised transactions immediately;
 - 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;
 - 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 our services 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.
- 10.7 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 discontinue allowing the use of your Security Details to access your Online Account and make withdrawals out of your Account(s):
- if we have reason to believe that the Online Account is not, or may not be, secure;
 - if you have informed us about any unauthorised or fraudulent use of the Online Account; or
 - if we have reason to believe that there could be unauthorised or fraudulent use of the Online Account.
- 10.8 If any of our services are blocked, you may contact the FIMBank Helpdesk to request that the blocked service be enabled for use again. We will endeavour to assist you in the best possible manner.

11 Access and Instructions

- 11.1 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.
- 11.2 You authorise FIMBank to provide access to your Eligible Accounts through your Online Account. For each Eligible 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.
- 11.3 You shall provide us with instructions or obtain information about your Profile and/or your Account(s) and/or your Fixed Term Deposit(s) through your Online Account or, when acceptable to FIMBank, by calling the FIMBank Helpdesk or by post to FIMBank Helpdesk. This will normally involve the following:
- when you use the Service, you must enter your User ID, your Password, a One Time Password and a Captcha;
 - when you call the FIMBank Helpdesk, we will normally request your Customer Number and further security information to verify your identity (which however will never include your Security Details);
 - when you write to FIMBank Helpdesk by post, you must include your full name, Customer Number, date, and your original signature or that of an Authorised Representative.
- 11.4 You authorise us to act on any instruction complying with the required authorisation method(s) as per clause 11.3 which has been, or reasonably appears to have been, sent by you. We can (without getting further confirmation from you) release confidential information we hold about you, your Account(s) and your Fixed Term Deposit(s). This condition shall apply and the Bank shall not be held responsible should an unauthorised person give us the required information.
- 11.5 An instruction sent to us after complying with the required authorisation method(s) as per clause 11.3 above is irrevocable and cannot be cancelled or revoked. This includes all payments, instructions, orders, applications, agreements, other declarations of intent and messages submitted by you through the Services.

- 11.6 We may at our discretion agree to accept instructions given by an Authorised Representative.
- 11.7 Unless otherwise agreed in writing, we cannot accept payment instructions or requests for information about your Profile, Account(s) and Fixed Term Deposit(s) by post or by email.
- 11.8 We will contact you through your Online Account and/or using the most recent email address, mailing address or phone number you have supplied to us. If your contact details change, you are required to immediately update them through your Online Account or inform the FIMBank Helpdesk. Such notice will be effective from the time that we receive it and have verified the authenticity of the notice. Any notice sent by us by post to your most recent mailing address you communicated to us will be binding on you. 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.
- 11.9 You declare and confirm that any information given by you to us is true and correct and you are responsible for the authenticity of the information given. We are not obliged to take any further steps to correct, supplement, confirm or authenticate the instruction nor to reverse or adjust any transaction or other action carried out as a result of a successfully authenticated instruction sent using your user credentials. You will be liable for any transactions that we carry out as a result of an instruction sent using your user credentials. We are not to be held liable if the execution of the instruction, due to information submitted incorrectly by you, is delayed, carried out incorrectly or not carried out. In addition, we shall have the right to interrupt the processing of an instruction in order to obtain any necessary additional information.
- 11.10 At certain times, the Service may not be available due to system maintenance or circumstances beyond our control. We will endeavour to notify you when possible by posting a notice on Our Website and through the Service.

12 Payment Instructions

- 12.1 Withdrawal instructions are also based on the terms and conditions regulating the Account(s), including where applicable, the information supplied to you in accordance with the Bank's obligations under the [Central Bank of Malta Directive No 1](#) on The Provision and Use of Payment Services (the "Directive").
- 12.2 A withdrawal completed through the Service before the Cut-off Time on a Business Day will be posted to your Eligible Account the same day. A withdrawal completed through the Service after the Cut-off Time on a Business Day or on a day that is not a Business Day, will be posted on the next Business Day.
- 12.3 Upon receipt from you of instructions to carry out a transaction, we will supply you with a notice through the Service confirming that we have received the instruction.
- 12.4 Where due to exceptional circumstances, access to the system is suspended, we may require alternative means of satisfactory identification for us to be able to execute your instructions accordingly.
- 12.5 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.

Refusal or Termination of Payment Instructions

- 12.6 We may in some cases refuse to carry out a withdrawal instruction. Before we act on a payment instruction, we may also require further confirmation from you or we may take additional steps to verify that you authorised it. For example, we may ask you to provide more information to verify your identity. We may refuse or delay carrying out a withdrawal instruction if in certain instances including but not limited to, the following takes place:
- if you do not have available funds to make the payment or you have exceeded a limit we have applied to your Account; or
 - the withdrawal instruction is invalid, not clear or you have not provided us with the correct/sufficient details and information; or
 - there is a legal requirement or court or other authority that tells us to act that way; or
 - the withdrawal seems unusual compared with the way you normally use your Account; or
 - we reasonably believe you or someone else has used or is using or obtaining, or may use or obtain a service or money illegally or fraudulently; or

- making the withdrawal would mean you exceed any daily or other limit or restriction on the payments that can be made into or out of your Account; or
- for any other reason which may be set out in this Agreement or in any other terms and conditions regulating the Account or any other Bank product or service.

- 12.7 In such case, we shall have no liability to you if you suffer loss as a result of our refusal or termination in these circumstances and, in addition, you shall be liable for the damages caused to us, if any.
- 12.8 Unless the law states otherwise, we will inform you as soon as possible if we have refused or delayed carrying out a withdrawal instruction. We will inform you of the reasons for our refusal or delay to make the withdrawal and we shall inform you of any actions you may take to correct any factual errors which led to our refusal or delay. We will contact you either through your Online Account and/or by phone or, if we cannot contact you through your Online Account or by phone, by email and/or by post.

Returns

- 12.9 Your payment may be refused and returned to us by the bank you asked us to make payment to.
- 12.10 Unless the law prevents us from doing so, we shall notify you of a return, including where possible, the reasons for the return at the earliest opportunity and we shall endeavour to contact you through your Online Account and/or by phone or, if we cannot contact you through your Online Account or by phone, by email and/or by post.

Cancelling or Changing a Withdrawal

- 12.11 You may cancel a standing instruction (Pay Periodic) and any other withdrawal which you asked us to make on a future date (Pay Later) as long as you tell us by the end of our office business hours of the Business Day before the payment is due to be made.
- 12.12 If you instruct us to make a withdrawal immediately (Pay Now), you may not be able to change it or cancel the instruction because we start processing the instruction as soon as we receive it. In such case, we shall endeavour, but are not obliged, to cancel the withdrawal. Should we be able to cancel it, a fee may be charged.

13 Death of Customer

- 13.1 In the event of your death all payments made from your Account(s) will be valid and binding on you and your estate if they were made before we received written notice of your death.

14 Closing your Profile and/or Account(s) and/or Fixed Term Deposit(s)

- 14.1 If you wish to cancel an Account Opening Application still in progress and/or your use of the Service and/or your Profile and/or Account(s), you may do so by contacting FIMBank Helpdesk. You must send us cancellation instructions in writing through your Online Account or to "FIMBank Helpdesk, FIMBank p.l.c., Mercury Tower, The Exchange Financial & Business Centre, Elia Zammit Street, St Julian's STJ 3155, Malta". In satisfying your Account closure request we will transfer any balance and interest (after deducting tax if applicable and any amount of charges that may be due):
- to the respective Reference Account for Easisave Savings Accounts; and
 - to any account as instructed by you for FIMBank Current Accounts and FIMBank Corporate Accounts.
- 14.2 Unless and until you exercise your right to cancel the opening of the Account(s) and/or your right to close the Account(s) under clause [14.1](#) above, you shall be subject to these terms and conditions.
- 14.3 We reserve the right to close your Account by giving you at least two months' notice in writing (sent through your Online Account or by post).
- 14.4 We reserve the right to close your Account immediately should certain circumstances be deemed by us to be exceptional. Such circumstances include if:
- we reasonably believe that you are no longer eligible to hold the Account;

- we reasonably believe your conduct, relating to the Account, untenable;
- you have not met our conditions relating to identification;
- we reasonable suspect that you or someone else are using your Account(s) illegally or fraudulently;
- you have at any point in time provided us with false information; or
- you are in breach of any of these terms and conditions or any other terms within other documents as per clause 1.2.

- 14.5 Closure of your Account will not affect any legal rights or obligations which may already have arisen or which may arise pending the duration of our relationship.
- 14.6 You may not terminate your Fixed Term Deposit before maturity. Also, whilst having an active Fixed Term Deposit, you may not request to close the source Account which you had selected whilst opening your Fixed Term Deposit on your Online Account.
- 14.7 Notwithstanding the restriction we impose under clause 14.6, we will consider closure of a Fixed Term Deposit and eventual closure of the source Account under exceptional circumstances and we reserve the right to consider these circumstances on a case-by-case basis.
- 14.8 In the event of closure of a Fixed Term Deposit under clause 14.7, we will transfer the principal amount to the source Account which you had selected upon opening of the term deposit. In such exceptional circumstances the bank reserves the right to impose a Fixed Term Deposit breakage fee.

15 Suspension or Termination

- 15.1 The Bank reserves the right to suspend or terminate the Service or to suspend or terminate your access to your Online Account through the Service, in whole or in part, at any time for any reason valid at law. In such event, the Bank shall give you reasonable notice.
- 15.2 It shall be at the Bank's sole and absolute discretion, to suspend or terminate the Service with immediate effect and without giving prior notice if in the opinion of the Bank an activity has taken place that:
- constitutes fraudulent access to and use of the Service or an attempt thereof;
 - is in violation of any law, rule or regulation applicable to banks or is otherwise illegal.
- 15.3 Access to the Service, in whole or in part, may be reinstated by us, at our sole and absolute discretion, at any time. If reinstated, the then current terms of this Agreement will apply. You may request reinstatement of Service by contacting the FIMBank Helpdesk.
- 15.4 The Customer may terminate access to or use of the Service at any time by giving to the Bank prior reasonable notice in writing.
- 15.5 Upon termination, the Customer shall be bound to pay the Bank any outstanding charges due. Charges relative to the provision of the Service shall be debited to the Customer's Account. If there are insufficient funds in one Account the Bank retains the right to settle amounts due through any other Account belonging to the Customer, if any.

16 Bank Charges, Commissions and Fees

- 16.1 All charges are specified in the Bank's Standard Tariff of Charges as may be in force from time to time, which may be found at: <https://www.fimbank.com/en/standard-tariff-of-charges>
- 16.2 Charges related to the provision of the Service shall be debited to the Account(s). If there are insufficient funds in such selected Account(s), the bank retains the right to settle the amounts due through any other Account(s) in the Customer(s)' name, if any. Should there be no account which may be debited, the Service shall be suspended until the funds are available or payment is settled.

17 Liability

- 17.1 Under no circumstances will FIMBank have any liability to you for failing to provide you access to the Service and/or your Online Account. Furthermore, unless otherwise required by applicable law, we will only be responsible for performing such Service as expressly stated in this Agreement, and will only be liable for material losses incurred by you to the extent such losses directly result from our gross negligence or intentional misconduct in performing the said Service.
- 17.2 FIMBank shall not be liable for the delay in performing or failure to perform our obligations hereunder if the delay or failure results from: abnormal or unforeseeable events or circumstances outside our reasonable control which would have been unavoidable despite all efforts to the contrary, for example delays or failures caused by problems with another system network, mechanical breakdown or occurrences of force majeure; or due to our obligations to comply with any applicable legislation or regulations.
- 17.3 FIMBank shall not 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 special, consequential or indirect loss or damage whatsoever.
- 17.4 FIMBank shall not be liable for any losses resulting from third party services, equipment, software, hardware or any other component, outside our reasonable control, 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.
- 17.5 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.

18 Indemnification

- 18.1 Except to the extent allowed by applicable law and that we are liable under the terms of this Agreement or an agreement that otherwise governs your use of the Service, you agree to indemnify and hold us, our directors, officers, employees and agents harmless from all loss, liability, claims, demands, judgments and expenses arising out of or in any way connected with your Online Account, Profile, Account(s) and Fixed Term Deposit(s) with us. This indemnification is provided without regard to whether our claim for indemnification is due to the use of the Service by you or your Authorised Representative.

19 Third Parties

- 19.1 Except as specifically provided in this Agreement or where applicable law requires otherwise, neither we nor our service providers or other agents will be liable for any loss or liability resulting in whole or in part from any act or failure of your hardware or software, or that of an Internet browser provider such as Internet Explorer, by an Internet access provider, by an online service provider or by an agent or subcontractor of any of them. Furthermore we or our service providers or other agents will not be responsible for any direct, indirect, special or consequential or other damages arising in any way out of your access to or use of, or failure to obtain access to the Service.
- 19.2 FIMBank is not responsible for combatting fraud.
- 19.3 The Service may also contain material provided by third parties and FIMBank does not necessarily agree with the content of such material. FIMBank accepts no responsibility or liability for the accuracy of such material.

20 Copyright and Trademarks

- 20.1 The entire content of the Service is subject to copyright with all right 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 for your own personal use.
- 20.2 The display of trademarks in the pages of the Service does not imply that a license of any kind has been granted.

21 General

- 21.1 In the event that we decide not to enforce against you any of our obligations under these terms and conditions, this shall not be taken to mean that we are waiving any of our rights.
- 21.2 Other costs or taxes may apply to your Account(s) and/or your Fixed Term Deposit(s). In the event that any taxes are due as a result of you entering into a contractual relationship with us such taxes shall be exclusively borne by yourself.
- 21.3 We reserve the right to request additional information, at any point in time, should we deem it necessary.
- 21.4 Unless it is specified within these terms and conditions, no other person has any rights under these terms and conditions other than you and us.

22 Severability

- 22.1 Each of the clauses of the Agreement is severable from the others, and if at any time one or more clauses, not being of fundamental nature, is or becomes illegal, invalid, or unenforceable, the validity, legality, and enforcement of the remaining clauses of the Agreement shall not in any way be affected or impaired.

23 Applicable Law and Jurisdiction

- 23.1 Our relationship, these terms and conditions, and the accounts and services that we provide to you, shall be governed by and construed in accordance with Maltese Law. You hereby agree that the Maltese Courts have jurisdiction to settle any disputes in connection with this Agreement, and accordingly submit to the exclusive jurisdiction of such Courts.
- 23.2 Nothing in this Agreement limits our right to bring proceedings against you in any other Court of competent jurisdiction or concurrently in more than one jurisdiction.

24 Personal Data

- 24.1 You authorise us to store and process your data, including personal data in terms of the Data Protection Act, 2001 of Malta (and any amendment thereof), to the extent that this is necessary for the appropriate conduct of our business relations and conforms to the applicable statutory provisions. We only record information which serves to fulfill our duties and we do this solely within the scope of the service provided to you. In this respect you authorise us to collect, process and store data relating to you from other banks and other professionals.
- 24.2 We may process personal data as well:
 - for purposes concerning direct marketing to inform you about other products and services supplied by us;
 - to issue Statements and provide our products and services to you;
 - for internal assessment and analysis;
 - for the detection and prevention of fraud, any other criminal activity (including money laundering and terrorism financing); and
 - for any credit management purpose.
- 24.3 You may object to the processing of your personal data for direct marketing purposes by sending us a written request to this effect.
- 24.4 Your personal data may be disclosed to or exchanged with the Bank's subsidiaries, associates and agents, including third parties contracted by the Bank for the furtherance of its products (including but not limited to, the issue of credit, debit and/or payment cards, processing of Statements and the handling of bulk mail).
- 24.5 Personal data in relation to transactions effected through SWIFT, if any, may be required to be disclosed to the United States authorities or any other authorities as required, in order to comply with legal requirements applicable in the United States or in any other country for the prevention of crime.

- 24.6 Personal data in relation to any tax compliance laws in any relevant jurisdiction may be required to be disclosed to the competent authorities in any relevant jurisdiction to comply with legal requirements and where our interest requires disclosure.
- 24.7 You have a right of access to the personal information being processed about you and where necessary, you may demand the correction of your personal data.
- 24.8 Whilst we may periodically request you to re-confirm the information, you shall inform us immediately if such information is no longer correct and needs to be updated.
- 24.9 We shall not be liable to you for any loss or damage where we exercise our right to disclose or withhold information pursuant to lawful order or otherwise in compliance with regulations or acting in our interest or under public duty to do so.

25 Information to the Customer

About FIMBank p.l.c.

- 25.1 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. Details on how we are regulated by the Malta Financial Services Authority are available upon request.

Complaints

- 25.2 If you feel that you have been treated unfairly, or are dissatisfied with any of our products and/or services, you are kindly requested to direct your complaint using the following procedure.
- We kindly request you to first discuss the matter with our FIMBank Helpdesk team or your FIMBank Relationship Manager who will try to resolve the complaint.
 - If you are not satisfied with the outcome or should you wish to avoid going through the above mentioned contacts, you may submit your complaint by either using the [online form](#) or contact the Complaints Officer directly as per details below:

Complaints Officer
FIMBank p.l.c.
Mercury Tower, The Exchange Financial & Business Centre
Elia Zammit Street
St Julian's STJ 3155, Malta

Tel: +356 21322100
Email: complaintsofficer@fimbank.com

- Finally may we bring to your attention that if your complaint has not been addressed satisfactorily through our internal complaint procedure, you have the right to present the case to the Office of the Arbiter for Financial Services, at the following address:

Officer of the Arbiter for Financial Services
First Floor, St Calcedonius Square
Floriana FRN5130, Malta

Email: complaint.info@financialarbiter.org.mt

Please note that your complaint to the Office of the Arbiter for Financial Services is without prejudice to any rights you may have at law against the Bank and/or any of its subsidiaries, including but not limited to any right to institute legal proceedings.

Lodging the Complaint

When lodging a complaint kindly provide us with the following information:

Personal Details:	Details of Complaint:
Name & Surname	Date(s) of Event(s)
ID Number / Passport Number	Contact Person(s) at the Bank
Email	Information given to you
Phone	Detailed explanation of the facts
Address	Any letters, correspondence or documents

Any complaint submitted to FIMBank p.l.c. whether directly or via a third party, will be formally documented and recorded.

FIMBank p.l.c. commits itself to investigate the matter and revert with a comprehensive response within a reasonable time frame.

Depositor Compensation Scheme

- 25.3 All Easisave Savings Accounts, FIMBank Current Accounts, Easisave Fixed Term Deposits and FIMBank Fixed Term Deposits will be eligible for cover by the Depositor Compensation Scheme. The Depositor Compensation Scheme is set up under the laws of Malta and is managed by the Compensation Schemes Management Committee. For further information about the Depositor Compensation Scheme (including the amounts covered and eligibility to claim) please refer to the attached Depositor Information Sheet at the end of this document marked Annex1 or contact us at:

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

or refer to the:

Compensation Schemes Management Committee
c/o Malta Financial Services Authority
Notabile Road, Attard BKR3000
Malta

Basic information about the protection of deposit

Deposits in FIMBank. p.l.c. are protected by:	The Depositor Compensation Scheme established under regulation 4 of the Depositor Compensation Scheme Regulations, 2015.
Limit of protection:	EUR 100,000 per depositor per credit institution ²
If you have more deposits at the same credit institution:	All your deposits at the same credit institution are "aggregated" and the total is subject to the limit of EUR 100,000.
If you have a joint account with other person(s):	The limit of EUR 100,000 applies to each depositor separately ³
Reimbursement period in case of credit institution's failure:	20 working days ⁴
Currency of reimbursement:	Euro
Contact:	Depositor Compensation Scheme, c/o Malta Financial Services Authority, Notabile Road, Attard BKR3000, Malta;Tel:(+) 356 21441155 E-mail:info@compensationschemes.org.mt.
Website:	www.compensationschemes.org.mt

1. Scheme responsible for the protection of your deposit

Your deposit is covered by a statutory Deposit Guarantee Scheme. If insolvency of your credit institution should occur, your deposits would in any case be repaid up to EUR100,000.

2. General limit of protection

If a deposit is unavailable because a credit institution is unable to meet its financial obligations, depositors are repaid by the Depositor Compensation Scheme, in accordance with the Regulations. This repayment covers a maximum of EUR 100,000 per credit institution. This means that all deposits at the same credit institution are added up in order to determine the coverage level. If, for instance, a depositor holds a savings account with EUR 90,000 and a current account with EUR 20,000, he or she will only be repaid EUR 100,000.

In addition to the protection described above, deposits may be protected in some cases up to a maximum of EUR 500,000 for six months after the amount has been credited or from the moment when such deposits become legally transferrable. In order to qualify for such higher protection, a deposit in excess of EUR100,000 must meet any one of the following additional criteria:

(A) it comprises:

- (a) monies deposited in preparation for the purchase of a private residential property by the depositor; or
- (b) monies which represent the proceeds of sale of a private residential property of the depositor; or

(B) it comprises sums paid to the depositor in respect of:

- (a) a separation, divorce or dissolution of their civil union; or
- (b) benefits payable on retirement; or
- (c) a claim for compensation for unfair dismissal; or
- (d) a claim for compensation for redundancy; or
- (e) benefits payable for death or bodily injury; or
- (f) a claim for compensation for wrongful conviction.

More information can be obtained under www.compensationschemes.org.mt

3. Limit of protection for joint accounts

In case of joint accounts, the limit of EUR100,000 applies to each depositor. However, deposits in an account to which two or more persons are entitled as members of a business partnership, association or grouping of a similar nature, without legal personality, are aggregated and treated as if made by a single depositor for the purpose of calculating the limit of EUR 100,000.

4. Reimbursement

The responsible Deposit Guarantee Scheme is the Depositor Compensation Scheme, c/o Malta Financial Services Authority, Notabile Road, Attard BKR3000, Malta; Tel: (+)356 21441155; E-mail: info@compensationschemes.org.mt. It will repay your deposits up to EUR 100,000 within 20 working days until 31 December 2018; within 15 working days from 1 January 2019 until 31 December 2020; within 10 working days from 1 January 2021 until 31 December 2023; and within 7 working days from 1 January 2024 onwards.

Where the Depositor Compensation Scheme cannot make the repayable amount(s) available within 7 working days, depositors shall have access to an amount equivalent to three times the gross weekly minimum wage on the compensation date to cover the cost of living, within 5 working days of a request from the depositor. The Scheme shall only grant access to the amount referred on the basis of data provided by the member. Such amount shall be deducted from the compensation which may be payable.

If you have not been repaid within these deadlines, you should make contact with the Depositor Compensation Scheme since the time to claim reimbursement may be barred after a certain time limit. Further information can be obtained from www.compensationschemes.org.mt.

Other important information

In general, all retail depositors and businesses are covered by the Depositor Compensation Scheme. Exceptions for certain deposits are stated on the website of the Depositor Compensation Scheme. Your credit institution will also inform you on request whether certain products are covered or not. If deposits are covered, the credit institution shall also confirm this on the statement of account.