

Easisave Savings Account - Terms and Conditions

Valid from May 2016

1 These terms and conditions

- **1.1** These terms and conditions govern your Easisave Savings Account and your Easisave Fixed Term Deposit.
- **1.2** The relationship between you and FIMBank p.l.c. shall be represented by:
 - the personalised Account Opening Form (as per clause 2.1 below);
 - these terms and conditions;
 - FIMBank p.l.c. General Terms and Conditions of Business; and
 - any further conditions as may be set out in the Instructions Letter or other documentation we send you when you open an Easisave Savings Account with us.
- **1.3** If any of the terms of the Instructions Letter or any other documentation we send you when you open an Easisave Savings Account with us 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** Our relationship, these terms and conditions, and the accounts and services that we provide to you, shall be governed by Maltese Law.
- **1.5** We may change these terms and conditions from time to time, as explained in clauses 22 and 23.
- **1.6** For more information about FIMBank p.l.c., instructions on how to make a complaint and how we will use your information, please refer to the "Important information" section at the end of these terms and conditions.

2 Words with special meanings

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

- 2.1 Account Opening Form: the agreement that defines the contractual obligations of our relationship. Upon completion of the Online Application (defined in 2.13 below) you will be provided with your personalised Account Opening Form. This Account Opening Form will need to be signed and returned to us.
 2.2
- **2.2** Business Day: any day other than Saturdays, Sundays, public holidays or bank holidays in Malta.
- 2.3 Customer Number: the unique number which identifies your Easisave Profile. In the case of a joint Easisave Savings 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 an Easisave customer. You will have only one Customer Number irrespective of how many Easisave Savings Accounts and Easisave Fixed Term Deposit Accounts you have with us.
- **2.4 Deposit:** the transfer of funds into the Easisave Savings Account.
- 2.5 Easisave Helpdesk: FIMBank p.l.c. support service centre that can be reached by telephone on Freephone number 8007 3388 (within Malta) and Telephone number [+356] 2132 2102, by e-mail at helpdesk.easisave.com and by post at Easisave Helpdesk, FIMBank p.l.c. Mercury Tower, The Exchange Financial & Business Centre, Elia Zammit Street, St Julian's STJ 3155, Malta.
- **2.6** Easisave Profile: your details as an Easisave customer. In case of a joint Easisave Savings Account, each of the joint holders will have a separate Easisave Profile.
- 2.7 Easisave Fixed Term Deposit: the term deposit which you have opened and fixed with us for a defined period of 3, 6, 9, 12, 24 or 36 months. Each Easisave Fixed Term Deposit is identified by a reference number assigned to the term deposit upon opening. Easisave Fixed Term Deposits may be held by individual or joint parties.
- **2.8 Easisave Savings Account:** the actual savings account you hold with us. Each Easisave Savings Account is identified by its respective IBAN and will be associated with your personal Easisave Profile. A joint Easisave Savings Account has one IBAN and is associated with both Easisave Profiles.
- **2.9** Electronic Transactions Summary: a list showing details of all transactions (withdrawals, deposits and interest paid) on the active Easisave Savings Account. This can be accessed through your Online Account.
- **2.10** Eligible Institution: a credit institution where accounts may be held, which we may accept as Reference Account; typically credit institutions 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 UK (excluding Channel Islands and Isle of Man)) and any account held with the FIMBank and Burgan Bank group.
- **2.11** Identification Documents: the copy of identity documents 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:

• Evidence of your identity: a clear and legible copy of a valid, unexpired, government-issued document containing photographic evidence of identity, specifically either your (i) national identity card (copy of front

and back), or (ii) driving licence (copy of front and back), or (iii) passport (copy of photo and details).

• Evidence of your permanent residential address: a recent (must not be more than six months old) original document, acceptable to the Bank, clearly indicating your permanent residential address, specifically either: - an original statement from a recognised credit institution; or

- an original utility bill or any similar document; or

- original correspondence in writing from, or document issued by, a central or local government authority, department or agency.

- **2.12** Online Account: the secure area within Our Website, which gives you access to your Easisave Profile ,Easisave Savings Account and Easisave Fixed Term Deposit. In the case of a joint Easisave Savings Account, each of the joint holders will have a separate Online Account.
- **2.13 Online Application:** the form you need to complete in order to open your Easisave Savings Account. To open your first Easisave Savings Account, go to Our Website and follow the link "Open Now". To open additional Easisave Savings Accounts follow the directions within your Online Account.
- **2.14 Opening Deposit:** the first payment you make from the Reference Account into the respective Easisave Savings Account.
- **2.15 Opening Hours:** the current Easisave Helpdesk Opening Hours are Monday to Friday between 8:30am and 5:00pm CET on a Business Day. Opening Hours may change from time to time as notified on Our Website.
- 2.16 Our Website: currently www.easisave.com.
- **2.17 Password:** the sequence of characters (letters, numbers, symbols) used as a secret key for accessing your Online Account.
- **2.18** Reference Account: a personal account (individual 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;
- 2.19 Security Details: your Customer Number, User ID and Password.
- 2.20 Statement: a formal annual record listing all the transactions on your Easisave Savings Account including with drawals, deposits, interest earned on your Easisave Savings Account, transfers to an Easisave Fixed Term Deposit, periodical interest from your Easisave Fixed Term Deposit (as may be applicable), deposits of an Easisave Fixed Term Deposit on maturity, withholding tax deductions on interest earned (as may be applicable) and other account activity as may be applicable.
- 2.21 User ID: the unique eight digit number enabling you to gain access to your Online Account. In case of a joint Easisave Savings Account, each Online Account holder will have a separate User ID. You will retain the same User ID for as long as you are an Easisave customer. You will have only one User ID irrespective of how many Easisave Savings Accounts you have with us.
- **2.22** We, us, our, the Bank: FIMBank p.l.c., Malta, a public limited company registered under the laws of Malta with number C17003, licensed as a credit institution by the Malta Financial Services Authority and listed on the Malta Stock Exchange.
- **2.23** Withdrawal: to transfer funds out of the Easisave Savings Account.

3 About the Easisave Savings Account

- **3.1** The Easisave Savings Account is an online variable-rate savings account. You can deposit funds into the Easisave Savings Account only by transferring funds from the respective Reference Account. You can make a withdrawal from your Easisave Savings Account only by transferring funds back to the Reference Account.
- **3.2** You may have up to one Easisave Profile with us at any time.
- **3.3** You may hold up to ten open Easisave Savings Accounts at any time.
- **3.4** There is no limit as to how much funds you can hold in your Easisave Savings Account.
- **3.5** The Easisave Savings Account is denominated in the euro currency ('EUR') or the US Dollar currency ('USD')
- **3.6** With reference to 3.1 above, FIMBank plc, at its discretion, reserves the right to approve on a case by case basis, transfers into or out of the Easisave Savings Accounts not received from or 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.

4 About the Easisave Fixed Term Deposit

- **4.1** The Easisave Fixed Term Deposit is an online fixed-rate and fixed-term deposit. In order to open an Easisave Fixed Term Deposit, you must already be an Easisave customer. Funds placed in an Easisave Fixed Term Deposit must be sourced from an activated Easisave Savings Account and on maturity, the principal amount will be transferred back into the same Easisave Savings Account from where the funds originated.
- **4.2** Once you have opened an Easisave Fixed Term Deposit, you may not retrieve the principal amount prior to maturity of the term deposit.
- **4.3** Interest will be transferred back into your linked Easisave Savings Account quarterly, annually or on maturity according to which option you have selected at the time of opening your Easisave Fixed Term Deposit.
- **4.4** There is no limit as to how many Easisave Fixed Term Deposits you may hold.

- **4.5** The minimum amount required to open an Easisave Fixed Term Deposit is EUR 1,000 or USD 1,000.
- **4.6** There is no limit as to how much funds you can place in your Easisave Fixed Term Deposit as long as funds are available on the source Easisave Savings Account.
- **4.7** Start date of an Easisave Fixed Term Deposit opened on a non-Business-Day will be set to the immediate next business day.
- **4.8** Maturity date of an Easisave Fixed Term Deposit falling on a non-Business-Day will be set to the immediate next business day.

5 Eligible customers

- **5.1** The Easisave Savings Accounts are available as individual or joint accounts for natural persons. The Easisave Savings Accounts are not available for trusts, companies and other bodies corporate or charities. 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 24).
- **5.2** An applicant becomes an Easisave customer once we activate the applicant's first Easisave Savings Account (see clause 6).
- **5.3** If you are related to/or closely associated with/or yourself are a politically exposed person, who fulfils a prominent public function, you are required to declare this on the Online Application prior to the activation of the Easisave Savings Account. You are required to state your relation to the politically exposed person and details of the current/past public office held by the same person.
- **5.4** Easisave Fixed Term Deposits are available to persons who are eligible to open an Easisave Savings Account.

6 Security and access

- **6.1** When you apply to open your first Easisave Savings Account with us, we will give you a User ID. In order to gain first time access, after activation of the Easisave Savings Account, we will give you a first time access code. You will need to change your first time access code on first logon. Follow the onscreen instructions to set the password.
- 6.2 We will not request any of your Security Details except as explained in this clause 6 and clause 11.1.
- **6.3** 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, except when you are accessing our services from Our Website or when you call the Easisave Helpdesk;

• not quote your password when calling the Easisave Helpdesk. Note that your password will never be requested over the phone or by any other means. You should use your password only when you are logging into Our Website;

• keep your password separate from your User ID and Easisave Savings Account details at all times.

• in the event that you have lost 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 should inform us as soon as possible by calling the Easisave Helpdesk;

• if you believe that anyone else has used your Online Account and/or Easisave Savings Account you should inform us immediately by calling the Easisave Helpdesk. You should review Electronic Transactions Summaries and inform us about any unauthorised transactions immediately;

• not allow anyone else to use your Easisave Savings Accounts, unless you have made a separate arrangement with us for this; and

• adhere to any security warnings or advice we provide you with, including any security announcements on the Security section of Our Website.

6.4 If you forget your User ID and/or password, you must follow the procedures set out below:

• If you forget your User ID, you must call the Easisave Helpdesk. We may ask you to provide us with your Customer Number and further security information to authenticate you. We will then post the User ID to your mailing address or as deemed appropriate. Should you fail to authenticate yourself to our satisfaction, we may request further steps or evidence to verify your authenticity.

• If you forget your password, you must call the Easisave Helpdesk to request a new password. We may ask you to provide us with your Customer Number and further security information to authenticate you. We will then post a new first time access code to you. We will send your new first time access code to your mailing address or as deemed appropriate. Should you fail to authenticate yourself to our satisfaction, we may request further steps or evidence to verify your authenticity.

- **6.5** We will do our utmost to prevent any unauthorised access to your Online Account and to make sure they are secure, including taking reasonable steps to protect the secrecy of your Security Details. We reserve the right to immediately discontinue the use of your Security Details to access your Online Account and make with drawals out of your Easisave Savings Account:
 - 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.

- **6.6** If any of our services for any of your Easisave Savings Account is blocked, you may call the Easisave Helpdesk to request that the blocked service be enabled for use again. We will endeavour to assist you in the best possible manner.
- 6.7 You are urged to call the Easisave Helpdesk immediately should you encounter any of the following issues:if you are experiencing problems whilst using Our Website;

• if 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

• if 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.

7 Opening an Easisave Savings account

- 7.1 To open an Easisave Savings Account, you must complete and return the Account Opening Form signed together with photocopies of the requested Identification Documents (see clause 2.11) and make an Opening Deposit. In case of a joint Easisave Savings Account, each of the joint holders must complete and return the respective Account Opening Form together with the required Identification Documents. Should you not have the means to print the Account Opening Form you may call the Easisave Helpdesk in order for us to make alternative arrangements.
- **7.2** The minimum Opening Deposit amount is EUR 50 or USD 50. The Opening Deposit must be made from the Reference Account.
- 7.3 The Easisave Savings Account opening process will only be completed once all account opening checks have been satisfactorily carried out by us. In case within 210 days of receiving your application to open the Easisave Savings Account, we have not received your Opening Deposit and satisfactorily carried out our checks, 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 originating account.
- **7.4** Once the Easisave Savings Account opening process is successfully completed, the Easisave Savings Account is activated. We reserve the right to share your data with respective authorities, so that we meet our reporting obligations (for instance to report tax information).
- **7.5** You shall inform us immediately, by sending us a message through your Online Account or calling the Easisave Helpdesk, should there be any changes to your personal details submitted in your Account Opening Form.

8 Opening an Easisave Fixed Term Deposit

- 8.1 To open an Easisave Fixed Term Deposit, you must log onto your Online Account and select the Easisave Savings Account from which you will transfer funds into your new Easisave Fixed Term Deposit. You will then proceed to select the amount which you want to place in your Easisave Fixed Term Deposit, the term which you want to fix your deposit for as well as whether you want to receive your interest quarterly, annually or on a maturity basis as may be applicable.
- **8.2** Once you have confirmed the details of the term deposit, your Easisave Fixed Term Deposit will be opened im mediately and the same amount placed in the term deposit will be automatically deducted from the Easisave Savings Account which you have selected to transfer the funds from.

9 Reference accounts

- **9.1** This 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.
- **9.2** The Reference Account must be a personal account in your name, or in case of a joint account that you both hold jointly, with an Eligible Institution (see clause 2.10).
- **9.3** You can link the same Reference Account with different Easisave Savings Accounts.
- **9.4** We reserve the right to verify that you are the account holder of the Reference Account.
- **9.5** You should not close a Reference Account that is linked to an activated Easisave Savings Account. This is important because of clause 15.1 below. In case you need to close or make changes to the Reference Account, you may contact the Easisave Helpdesk to discuss the matter.
- **9.6** You are obliged to advise us immediately regarding any changes to your Reference Account by calling the Easisave Helpdesk.

10 Joint accounts

- **10.1** An Easisave Savings Account can be opened as a joint account in the joint name of not more than two individuals. An Easisave Fixed Term Deposit can also be opened by joint parties. The terms contained in this clause 10 apply specifically for joint accounts.
- **10.2** The joint holders are opening the Easisave Savings Account and the Easisave Fixed Term Deposit on a joint and several basis and there shall be both active and passive solidarity amongst the account holders.
- **10.3** We may give any information about your joint Easisave Savings Account and/or Easisave Fixed Term Deposit to either of the joint holders. Joint holders hereby acknowledge and agree that we can act on notices or information given by either of the joint holders.
- **10.4** Using your respective Online Account, either of the joint holders can give us valid instructions. Therefore either joint holder will be able to withdraw funds from the Easisave Savings Account or to close the Easisave Savings Account without the other being involved. Similarly, either joint holder will be able to open a joint Easisave Fixed Term Deposit. We are not obliged to confirm any instruction with the other joint holder.
- **10.5** Any correspondence to be sent by post shall be sent to the mailing address indicated in the Account Opening Form and as such is deemed to be proper and valid notification to both joint holders.

11 Communication and payment instructions

11.1 You shall provide us with instructions or obtain information about your Easisave Profile and/or Easisave Savings Account and/or your Easisave Fixed Term Deposit through Our Website or by calling the Easisave Helpdesk. You will need to provide your Security Details. This will normally involve the following:

• When you use Our Website, you must enter your User ID and your password;

• When you call the Easisave Helpdesk (for Easisave Profile/Savings Account/Fixed Term Deposit specific assistance), we will normally request your Customer Number and further security information to verify your identity.

- **11.2** You agree that as long as we are provided with either (a) the User ID and your password on Our Website or (b) your Customer Number and a combination of security questions over the phone, as part of our security procedures, we can (without getting further confirmation from you) release confidential information we hold about you, about your Easisave Savings Account and about your Easisave Fixed Term Deposit. This condition shall apply and the Bank shall not be held responsible should an unauthorised person give us the required information.
- **11.3** An instruction to us as per above is irrevocable and cannot be cancelled or revoked.
- **11.4** We may refuse to carry out a payment instruction. Before we act on a payment instruction, we may also require further confirmation from you or 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 payment instruction if in certain instances including but without limitation where:
 - there are not enough funds in your Easisave Savings Account to make a withdrawal;
 - we are bound to comply with legal/regulatory requirements;

• the payment instruction is not clear or if you have given us insufficient details to carry out the payment instruction;

• we believe that the payment instruction may have been given by you or someone using any of your Security Details in order to obtain funds or any other service illegally or fraudulently; or

• making the payment would mean you exceed any daily or other limit or restriction on the payments that can be made into or out of your Easisave Savings Account.

- **11.5** Unless the law states otherwise, we will inform you as soon as possible if we have refused or delayed carrying out a payment instruction. We will inform you of the reasons for our refusal or delay to make the payment 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 by phone or, if we cannot contact you by phone, by e-mail and/or by post.
- **11.6** We may at our discretion agree to accept instructions given by a person who is your attorney (legal authority to act for you).
- **11.7** On a day to day basis you will normally be able to access your Easisave Profile/Savings Account/Fixed Term Deposit by means of your Online Account on Our Website. However, routine maintenance, excessive demand or traffic on the systems and any other circumstances may slow, hinder or suspend online access.
- **11.8** Unless otherwise agreed in writing, we cannot accept payment instructions or requests for information about your Easisave Profile/Savings Account/Fixed Term Deposit by post or by e-mail.
- **11.9** You shall be adequately notified should our contact details change.
- **11.10** We will contact you using the most recent e-mail address, mailing address or phone number you have supplied us with. If your contact details change, you are required to immediately update them on Our Website or inform the Easisave Helpdesk. Such notice will only be effective as from that time that we will have received it and verified the authenticity of the notice. Any notice sent by us 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.

12 Transaction limits

- **12.1** You are allowed up to one withdrawal transaction on each Easisave Savings Account on each Business Day.
- 12.2 There is no limit on the amount of deposits to be effected into each Easisave Savings Account.

13 Payments into your Easisave Savings Account

- **13.1** Following activation of the Easisave Savings Account (see clause 7) 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.
- **13.2** We may in some cases refuse to accept a payment into your Easisave Savings Account. If we cannot satisfactorily carry out our checks within 21 days of receiving the deposit, we may reject your deposit and return the funds to the originating account. If already processed, we may in some cases be required to return a payment into the originating account with, where appropriate, any interest accrued on that amount.
- **13.3** Other than the minimum amount required in the Opening Deposit (see clause 7.2), the minimum amount you can transfer into your Easisave Savings Account at any one time is EUR 1.
- **13.4** Payments into your 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. You will receive a copy of the foreign exchange advice by post.
- **13.5** Incoming payment instructions are processed within one Business Day.

14 Payments into your Easisave Fixed Term Deposit

- **14.1** Funds placed into your term deposit can only be sourced from the Easisave Savings Account which you have selected whilst opening your Easisave Fixed Term Deposit on your Online Account.
- **14.2** The minimum amount you can transfer from your Easisave Savings Account to an Easisave Fixed Term Deposit is EUR1,000 / USD1,000.
- **14.3** Payments made into an Easisave Fixed Term Deposit are processed immediately with a value date on the current/next Business Day as part of the opening of the term deposit.

15 Payments out of your Easisave Savings Account

- **15.1** You can only make a withdrawal from your Easisave Savings Account by transferring funds to your Reference Account.
- **15.2** You can make withdrawals by using your Online Account. You can transfer any amount from EUR 1 / USD 1 up to the balance available to you.
- **15.3** We may in some cases refuse to accept an instruction to make a withdrawal from your Easisave Savings Account. See clause 11.4 for details.
- **15.4** Instructions for withdrawals after 3:30pm CET or on a day that is not a Business Day, will be deemed to have been received on the next Business Day.
- **15.5** Payments out of the Easisave Savings Account will be effected via SEPA Credit Transfers (SCT) for the Euro Currency and via SWIFT for the USD currency. You will typically need to allow at least three Business Days from the date we receive your payment instruction to reach the Reference Account for both currencies.

16 Payments out of your Easisave Fixed Term Deposit

- **16.1** No payments can be made out of your Easisave Fixed Term Deposit.
- **16.2** On maturity of your Easisave Fixed Term Deposit, the principal amount deposited will be paid into the originating Easisave Savings Account which you selected when opening your Easisave Fixed Term Deposit on your Online Account.
- **16.3** Interest earned on your Easisave Fixed Term Deposit will be paid directly into the Easisave Savings Account which you selected when opening your Easisave Fixed Term Deposit on your Online Account. Within the Easisave Savings Account, withholding tax (depending on the "Final Withholding Tax Instructions" setting on the Easisave Savings Account which you selected on the opening of your Easisave Fixed Term Deposit) will be deducted from the gross interest payments.
- **16.4** Interest earned on your Easisave Fixed Term Deposit will be paid quarterly, annually or on maturity according to which option you have selected at the time of opening your Easisave Fixed Term Deposit.

17 Confirming transactions on your Easisave Savings Account

- **17.1** Upon receipt from you of instructions to carry out a transaction, we will supply you with a notice through Our Website confirming that we have received the instruction.
- **17.2** 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.
- **17.3** We will not provide you with a separate written confirmation when you receive funds in your Easisave Savings Account. These amounts will appear on your Statements and Electronic Transaction Summaries.

18 Electronic Transaction Summary

18.1 An Electronic Transactions Summary showing details for all transactions (withdrawals, deposits, interest paid and other account activity as may be applicable) to date on your open Easisave Savings Account is available to you on Our Website. This will show transactions as soon as they have been processed.

19 Statements

- **19.1** If you would like us to send you a copy of an ad hoc Statement, you can call the Easisave Helpdesk. Ad hoc Statements are subject to a charge of EUR10 / USD15 per Statement.
- **19.2** For the purpose of your Statements and Electronic Transactions Summaries, a day runs from 8am to 3pm CET and instructions received later than 3pm CET shall be deemed to have been received the following business day.
- 19.3 You are required to examine all the Statements of your Easisave Savings Account, notes and other Statements 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. In all such cases, following verification, we shall rectify the mistakes. 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.

20 Fees and charges

- **20.1** The Easisave Savings Account is free from any fees or charges.
- **20.2** The Easisave Fixed Term Deposit is free from any fees or charges.

21 Changes to these terms and conditions

- **21.1** We reserve the right to amend these terms in full or in part at any time at our sole discretion (including any fees and charges) for security, legal, regulatory or market reasons or changes in internationally accepted banking practice. We will endeavour to update you with any amendments to these terms and to inform you in advance. The said updates will, in the absence of exceptional circumstances, be provided by us at least two months before date of entry into force of such amendments. Unless you terminate your relationship with us prior to the coming into force of the amendments to these terms, you are deemed to have accepted such amended terms which shall become binding upon you.
- **21.2** We will notify you of a change in any of these terms by posting it in the "Latest Updates" section on Our Website and by sending you an e-mail on the e-mail address we have on file.

22 Interest and changes to interest rates on your Easisave Savings Accounts

- **22.1** The interest rate on the Easisave Savings Account is variable. We will work out the interest due to you each day on the total balance in your Easisave Savings Account at the end of the day. We will then add the interest to your Easisave Savings Account on the last Business Day of the year.
- 22.2 We will pay gross interest (interest without tax being deducted) or net interest (interest with tax being deduct ed) depending on the "Final Withholding Tax Instructions" setting on each Easisave Savings Account. You may have the ability to change this setting by calling the Easisave 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 calling the Easisave Helpdesk.
- **22.3** The interest rate on your Easisave Savings Account will be reviewed daily. We will notify you of any change in interest rate by posting it in the "Latest Updates" section on Our Website and by sending you an e-mail on the e-mail address we have on file. 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 24.

23 Interest and changes to interest rates on your Easisave Fixed Term Deposits

- **23.1** The interest rate on the Easisave Fixed Term Deposit is fixed for the term which you have placed your deposit for. In line with your instructions for interest payment frequency (quarterly, annually or on maturity as may be applicable), we will place the interest earned into the Easisave Savings Account which you had selected on the opening of your Easisave Fixed Term Deposit.
- **23.2** 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 the Easisave Savings Account which you selected on the opening of your Easisave Fixed Term Deposit.
- **23.3** We will continuously review the rates offered on our Easisave 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 Easisave Fixed Term Deposits which have not yet matured. We will notify you of any change in

interest rate by posting it in the "Latest Updates" section on Our Website and by sending you an e-mail on the e-mail address we have on file.

24 Closing your Easisave Profile and/or Easisave Savings Account and/ or Easisave Fixed Term Deposit

- 24.1 You may request to have your Easisave Profile and/or Easisave Savings Account closed at any time, by contacting the Easisave Helpdesk. If the Easisave Savings Account was activated, you must instruct us by sending us a message through your Online Account. Instructions to close your Easisave Savings Account which reach us after 3pm CET or on a day that is not a Business Day, will be deemed to have been received on the next Business Day. In satisfying your closure request we will transfer any balance and interest (after deducting tax if applicable and any amount charges that may be due) to your respective Reference Account.
- **24.2** At a stage prior to activation of the Easisave Savings Account and after submission of the Account Opening Form you may cancel the account opening application by contacting the Easisave Helpdesk.
- **24.3** Unless and until you exercise your right to close the Easisave Savings Account under 24.1 and your right to cancel under 24.2 above, you shall be subject to these terms and conditions.
- **24.4** We reserve the right to close your Easisave Savings Account by giving you at least two months notice in writing (sent by e-mail or post).
- **24.5** We reserve the right to close your Easisave Savings Account immediately should certain circumstances be deemed by us to have become exceptional. Examples of these circumstances would be 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 the account 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 of FIMBank p.l.c.'s General Terms and Conditions of Business.

- **24.6** Closure of your Easisave Savings Account, will not affect any legal rights or obligations which may already have arisen or which may arise pending the duration of our relationship.
- **24.7** You may not terminate your Easisave Fixed Term Deposit before maturity. Also, whilst having an active Easisave Fixed Term Deposit, you may not request to close the originating Easisave Savings Account, which you had selected whilst opening your Easisave Fixed Term Deposit on your Online Account.
- **24.8** Notwithstanding the restriction we impose under 24.7, we will consider closure of an Easisave Fixed Term Deposit and eventual closure of the originating Easisave Savings Account under exceptional circumstances and we reserve the right to consider these circumstances on a case-by-case basis.
- **24.9** In the event of closure of an Easisave Fixed Term Deposit under 24.8, we will transfer the principal amount to the Easisave Savings Account which you had selected upon opening of the term deposit. In such exceptional circumstances the bank reserves the right to impose an account breakage fee.

25 Death of Customer

- **25.1** In the event of death, we shall take instructions from the person who is legally vested with the rights and obligations appertaining to the Easisave Savings Account, Easisave Fixed Term Deposit or assets which we hold in your name. Such person may be the heir, legatee, administrator, executor or otherwise.
- **25.2** In the event of death all payments made from your Easisave Savings Account will be valid and binding on you and your estate if they were made before we received written notice of death.

26 Dormant Easisave Savings Accounts

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

27 General

- **27.1** In the event that we decide not to enforce any of our obligations under these terms and conditions against you, this shall not be deemed to act as a waiver of any of our rights.
- **27.2** Other costs or taxes may apply to your Easisave Savings Account and/or your Easisave Fixed Term Deposit. In the event that any taxes apply as a result of you entering into the personalised contract with us (refer to 2.1), these shall be borne yourself.
- 27.3 We reserve the right to request additional information, at any point in time, should we deem it necessary.
- 27.4 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.
- 27.5 If anything which is outside our control (such as technical failures, power cuts or industrial action) prevents us from providing you with any of the account services referred to in these conditions, we will do our best to solve

the problem as quickly as we can. You agree that we are not liable, either directly or indirectly, for any interruption of service until the service is restored.

27.6 Upon closure of the Reference Account for any reason, we reserve the right to require further information which might be needed for an enhanced due diligence process as required by law, and are at the same time entitled to suspend your Easisave Savings Account until the time we are fully satisfied with such due diligence process.

Important information

Construction

In these terms and conditions, unless the context otherwise requires:

• 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 or Regulation having the force of Law for the time being in force.

• 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.

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

Data Protection

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.

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.

You may object to the processing of your personal data for direct marketing purposes by sending us a written request to this effect. 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).

Personal data in relation to transactions effected via 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.

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.

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.

Complaints

Any complaints you may have are to be addressed to: **The Complaints Office FIMBank p.l.c. Mercury Tower, The Exchange Financial & Business Centre Elia Zammit Street, St Julian's, STJ 3155 Malta** We will try to resolve your complaint on the phone or as soon as we reasonably can. In the case we notice that the matter will require more attention to be resolved, we will take your details and arrange for your complaint to be fully investigated and addressed as soon as possible. When we receive your complaint by email or by post, we will confirm this in writing (post and/or email) within five Business Days. It is important to note that in view of confidentiality consideration and in line with our security policy we reply via normal mail when confidential information is being transmitted.

If you are not satisfied, you may direct your complaint to the Consumer Complaints Manager at the Malta Financial Services Authority by writing to:

The Consumer Complaints Manager Malta Financial Services Authority Notabile Road, Attard BKR 3000 Malta

or via e-mail consumerinfo@mfsa.com.mt

Industry guidance and codes of practice We follow all applicable industry guidance and codes of practice.

About Easisave

Easisave Helpdesk, part of FIMBank p.l.c., Malta, which is a public limited company registered under the laws of Malta with 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.

Important information about the Depositor Compensation Scheme

All Euro Easisave Savings Accounts and Easisave 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 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

DEPOSITOR INFORMATION SHEET

Basic information about the protection of deposit

Deposits in FIMBank.p.l.c. are protected by:	The Depositor Compensation Scheme ¹ , 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.compensationshemes.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: <u>info@compensationschemes.org.mt</u>. 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 <u>www.compensationschemes.org.mt</u>.

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.