



1. Internet Banking Terms and Conditions

The terms and conditions in this document lay down the specific terms and conditions applicable to the provision of online accounts by the Bank to you (the "Internet Banking Services"). The Bank shall provide the Internet Banking Services to you, through the Site, to provide you with an additional means of: (i) giving Instructions to, and communicating with, the Bank for the purposes of reviewing and operating your accounts; and (ii) obtaining information regarding services and products from the Bank, provided that you may, at any time, request that the Bank stops sending any information to you, either by sending an e-mail to the Bank, or by sending a secure message via internet banking, or by following the instructions found on the Site.

These Internet Banking Terms and Conditions shall apply to your use of the Internet Banking Services in relation to the Savings Account and/or the Fixed Term Deposit Account.

By registering to use the Internet Banking Services and by continuing to use the same, you shall be deemed to have accepted and be bound by these Internet Banking Terms and Conditions, the Terms and Conditions (as defined below) as well as other terms and conditions which may be applicable. If you reject or do not agree with these Internet Banking Terms and Conditions, you cannot use our Internet Banking Services, and you will not be able to log-in.

These Internet Banking Terms and Conditions will be displayed when you first log in to use the Internet Banking Services, and they will not be displayed again every time you visit the Site. However, whenever we amend these Internet Banking Terms and Conditions, such amendments will be displayed for your review once you log-in to use the Internet Banking Service. You may also review these Internet Banking Terms and Conditions at any time, by clicking on the hyperlink set-out on the log-in page of the Internet Banking Service.

The Internet Banking Services are governed at all times by: (i) these Internet Banking Terms and Conditions; (ii) the General Terms and Conditions of the Bank; (iii) the Bonus Savings Account Specific Terms and Conditions (where applicable); (iv) the Fixed Term Deposit Account Specific Terms and Conditions (where applicable); (v) the Smart Savings Account Specific Terms and Conditions (where applicable); (vi) Savings Account Specific Terms and Conditions (where applicable); and (vii) the Bank's Confidentiality and Privacy Policy (collectively referred to as the "Terms and Conditions"). In case of conflict between these Internet Banking Terms and Conditions and the General Terms and Conditions of the Bank, these Internet Banking Terms and Conditions shall apply.

2. Definitions

The following words shall have the ascribed meanings wherever used in these Terms and Conditions:

"Bank", "we" and "us" means FCM Bank Limited;

"Customer" and "you" means the person requesting and/or using the Internet Banking Service;

"Instruction/s" means any request/s or instruction/s which is/are received by the Bank through the Internet Banking Service;

"Site" means fcmbank.com.mt and/or any internet site established, operated or maintained on our behalf through which you access the Internet Banking Service.

The terms used in these Terms and Conditions, unless defined herein or the context otherwise requires, shall bear the same meaning assigned to them in the General Terms and Conditions of the Bank.

3. Regulation of Services

Access to and use of online Internet Banking Services is only available via the Bank's Site, that is, fcmbank.com.mt.

The Bank reserves the right to modify, suspend or terminate its Internet Banking Services, provided that it shall, as soon as reasonably practicable, give you reasonable notice of the same. As a result of technical problems or faults, maintenance or security problems the Internet Banking Services may be suspended, and in certain cases we may not be able to give you notice.

4. Access

Internet Banking Services are available for personal and corporate customers. These include:

- a. sole accounts
- b. joint accounts.

c. corporate accounts.

To access the Internet Banking Services for the first time, you are required to logon online through the Site, or in such other manner as the Bank may from time to time specify.

When you log on to the Internet Banking Service through the Site, you will be provided with certain guidance and instructions regarding the usage of the Internet Banking Service, and the Bank will provide you with your own unique user number which you will use every time you wish to log-in to your Internet Banking Service through the Site. You will receive a one-time password which then needs to be changed upon first login and an authentication code will be sent to your mobile phone prior to logging-in to the Internet Banking Service. These will be required for the purposes of identifying you as the customer of the Internet Banking Service, and as a means of security to prevent other persons from logging-in and using your own personal Internet Banking Service. You may change your password at any time by contacting a bank representative or through internet banking, provided that any change will only be effective if the new password are acceptable to the Bank. You cannot change your unique user name number. Where the Bank suspects, or is aware that, any other person has knowledge of your user number and password, we will request that you change your password.

5. Terms of Use and Security

You agree to comply with the provisions of these Internet Banking Terms and Conditions, the General Terms and Conditions, the Bonus Savings Account Terms and Conditions (where applicable), the Fixed Term Deposit Account Terms and Conditions (where applicable), the Bank's Confidentiality and Privacy Policy, Specific Terms and Conditions of the Smart Savings Account (where applicable), The Terms and Conditions of the Savings Account (where applicable) and any other reasonable instructions or recommendations we may issue to you regarding Internet Banking security. You agree that it is your sole responsibility to set up, maintain and regularly review security arrangements concerning access to, and use of, the Internet Banking Services (including protecting your unique user number and password and information stored on your computing and communications systems).

You confirm that you have assessed the security features of the Internet Banking Service and have determined that they are adequate to protect your interests.

You must keep your user number and password confidential and secret at all times, and you shall take all steps to prevent unauthorised use. At no time and under no circumstances shall you disclose the user number and password to any other person or permit the same to come into the possession of any other person.

You will be fully responsible for any accidental or unauthorised disclosure of your unique user number and password to any other person, and you shall bear the risks of the same information being used by unauthorised persons or for unauthorised purposes.

Once you have logged on to your internet banking you must ensure that you have sole access only and do not let anyone else use the internet terminal until you have logged off.

You must not access your internet banking from any computer connected to a LAN (local area network) or any public internet access device or access point without first making sure that the computer and the network are free of viruses, spyware, destructive or disruptive component, malicious code or any other software or component which will or may compromise either the Bank's or your access to and/or use of the Bank's website and the Bank's Internet Banking Services and that no-one else will be able to observe or copy their access or get access to internet banking or the Bank's Site pretending to be you.

You must notify us immediately of the following:

- a. any unauthorised access to internet banking, the Bank's Site or any unauthorised transaction or instruction which you know of or suspect; or
- b. if you suspect someone else has access to your or knows any of the security details, user number or password to be used in conjunction with it. In the event of any such breach or suspected breach of security you must change your security details immediately to one which you have not used before (as further set out in Section 4 above). You hereby agree to comply immediately with all reasonable requests for assistance from us and/or the police in trying to recover any losses or identify actual or potential breaches of security. We may disclose information about you, or your account to the police or other third parties if we are legally required to do so, or we think, in good faith, that it will help prevent or recover losses, without further notice to you.
- c. becoming aware of the loss, theft, misappropriation or unauthorised use of your internet banking security credentials (unique user number and password).

You agree that you are solely responsible for the performance and protection of any browser used in connection with internet banking.

By using the Internet Banking Services you acknowledge and consent with the instructions, terms of use, consents, disclaimers, statements and other provisions of any nature of the Bank, as expressly stipulated or referred to on the Site. In particular, you agree with the terms of use of the information provided on the Site by the Bank.

You agree to keep us indemnified against all actions, proceedings, costs, loss and damage of any kind which we may suffer as a result of our, or any representative of the Bank, acting on any Customer Instruction in accordance with the Internet Banking Terms and Conditions, or as a result of any failure on your part, to comply with the duties stipulated.

6. Viruses

The Internet Banking Services are accessed through the internet, which is a public system over which we have no control. It is your duty to ensure that any computer or other device which you use to access the Internet Banking Services is free from and adequately protected against acquiring computer viruses and other destructive or disruptive components. Due to the nature of the Internet Banking Services, the Bank will not be responsible for any loss or damage to your data, software, computer, computer networks, telecommunications, or other equipment caused by using the Internet Banking Services, unless such loss or damage is directly and solely caused by the Bank's gross negligence, fraud or wilful default.

You shall indemnify the Bank for all losses and damages suffered by the Bank which arise as a result of your use of a computer or any other equipment which has any virus or any other destructive or disruptive components.

7. Right of Use and Intellectual Property

The Internet Banking Service Software (including the Site, the text, graphics and other components) are and will remain to be the sole property of the Bank and/or any persons that have assigned the operating rights to the Bank. You may not use or share the Internet Banking software as part of, or from, another internet application or software program. Furthermore, you shall not, and shall not attempt to, decompile, reverse-engineer, translate, convert, adapt, alter, modify, enhance, add to, delete or in any way tamper with, or gain access to, any part of the Internet Banking Services or the Site or any software comprised in them.

The Bank shall keep an internal log of transactions carried out through Internet Banking for a period of ten (10) years as from the 1st of January in the year following the date on which the last transaction was carried out.

8. Service Disruptions

We may suspend any Service provided to you under the Internet Banking Services without notice where we consider it necessary or advisable to do so, for example to protect you when there is a suspected breach of security or where we need to suspend the Internet Banking Services for maintenance or other reasons. Due to the nature of the Internet Banking Services, the Bank does not warrant that access to the same services shall be uninterrupted, timely, or error free.

Whenever possible, we will use reasonable efforts to inform you without undue delay through the Internet Banking Services, and/or our website and by e-mail or by sending you a secured message via Internet Banking, if any Service under the Internet Banking Services is not available. In the event that we have levied any charge to you which is specifically expressed to be for a particular service which is not available then we will reimburse you this sum. Other than reimbursing any fee as set out above, we will have no further liability to you.

It may be necessary from time to time to suspend some or all of the Internet Banking Services for routine, non-routine or emergency maintenance where we consider it necessary to do so. In the event of such a suspension being necessary, we will in so far as is possible, provide you with a reasonable period of notice prior to the suspension by means of a notification on the Bank's website, and by sending you a secure message via Internet Banking or by sending you an email.

9. Use of Cookies

You should be aware that we may use small text files referred to as "cookies". A cookie is a small amount of data, which often includes a unique identifier that is sent to your computer's (or other device's) browser from a website's server and is stored on your computer's (or other device's) hard drive. In relation to our Internet Banking Services, we only use cookies which are essential for the Internet Banking Service to operate. If you disable all cookies you may not be able to access or use our Internet Banking Services. These cookies are set only for those people that use our Internet Banking Service and are only used for user authentication at the login stage and hold no other details about you. For more information regarding the use of cookies by the Bank in relation to our Site and to our Internet Banking Services, please see our Confidentiality and Privacy Policy.

10. Liability of the Bank

The Bank will take reasonably practicable steps to ensure that its systems in connection with the Internet Banking Services are installed with adequate security designs and the Bank will control and manage the risks in operating the systems, taking into account any law, rules,

regulations, guidelines, circulars, codes of conduct and prevailing market practices which may be applicable to the Bank from time to time.

The Bank does not warrant or represent that the Internet Banking Services and the information sent by the Bank to the customer are free from virus or other destructive features which may adversely affect your hardware, software or other equipment.

The Bank may suspend the execution of a Customer's transactions for the purpose of a regulatory check and/or refuse to execute them for regulatory reasons. The Bank cannot be held liable for any damages arising out of such suspension or refusal, unless this is a result of gross negligence or fraud on the part of the Bank.

Other than in cases of wilful default, fraud or gross negligence on the part of the Bank, the Bank and its officers and employees shall not be liable or responsible to the Customer or any other person for any damages or losses arising from or in connection with:

- i The use by the Customer of the Internet Banking Services, and/or access to any information as a result of such use by the Customer or any other person whether or not authorised;
- ii Any interruption, interception, suspension, delay, loss, unavailability, mutilation or other failure in the Bank providing the Internet Banking Services, in transmitting Instructions or information relating to the Internet Banking Services or in connection with the Site(s) caused by any acts, omissions or circumstances beyond the reasonable control of the Bank, including, failure of any communication network, act or omission of any third party service providers, mechanical failure, power failure, malfunction, breakdown, or inadequacy of equipment, installation or facilities, or any law, rules, regulations, codes, directions, regulatory guidelines or government order; and
- iii Transmission and/or storage of any information and/or data relating to the Customer, the Internet Banking Services and/or transactions or dealings conducted by the Customer pursuant to the Internet Banking Services through or in any system, equipment or instrument of any communication network provider.

The Bank does not accept any liability whatsoever for any loss whatsoever, direct or indirect, arising either as a result of defective functioning of the Customer's equipment or of telecommunication services provided by a third party, or as a result of the service being suspended for reasons beyond the Bank's control.

11. Customer's Responsibilities and Liability

You shall provide such information as the Bank may, from time to time, reasonably request for the purposes of providing the Internet Banking Services. You shall ensure that all information provided to the Bank is at all times accurate, complete and up-to-date, including your address and contact details.

You confirm that the Internet Banking Services are for your sole and exclusive use, and that you shall not use the Internet Banking Services for any illegal or illicit purposes.

You should seek and obtain independent professional advice on legal, tax and other issues in connection with the use of the Internet Banking Services and these Internet Banking Terms and Conditions.

You acknowledge that it is your responsibility to ensure that the use of the Internet Banking Services is in accordance with prevailing laws, rules and regulations (whether pertaining to Malta or any other country) which are applicable to you.

Unless arising due to gross negligence, fraud or wilful default of the Bank, you shall be fully liable and responsible for all consequences arising from or in connection with the use of the Internet Banking Services and the Site and/or access to any information. You shall indemnify the Bank, its officers and employees against all liabilities, claims, demand, losses, damages, costs, charges and expenses of any kind, which may be incurred by the Bank and all actions or proceedings which may be brought against the Bank in connection with the provision of the Internet Banking Services, or in the exercise or preservation of the Bank's powers and rights under the Terms and Conditions, unless this is a result of the gross negligence, fraud or wilful default of the Bank or its officers or employees. Provided you shall not be liable to the Bank, nor will you be required to indemnify the Bank, in terms of this paragraph, where there was no fault, negligence, imprudence or fraud on your part, and where the damages and losses suffered by the Bank arise from: (i) a computer crime which should have been prevented by the Bank; or (ii) a human or system error of the Bank.

12. Customer Instructions

You are required to quote any one or more of your user number and password and any other identifiers as may be prescribed by the Bank from time to time, for the purposes of giving Instructions to the Bank through the Internet Banking Service. Instructions given using internet banking may not be rescinded, revoked or withdrawn without the Bank's consent and shall bind you unconditionally. Subject to these Internet Banking Terms and Conditions, the Bank will not be required to act on any Instructions given by you until it has actually received these Instructions and once it is able to access such Instructions. The Bank reserves the right to refuse performance of your Instruction if you do not comply with the Terms and Conditions.

The Bank carries out the instructions based on the user number and password and information specified by you, and is not liable for the accuracy of the instructions and is not required to verify or check this information.

The Bank reserves the right to refuse the execution of instructions that are incomplete or unclear or whose authenticity is uncertain. The Bank will only act on an instruction in so far as it is in the Bank's opinion practicable and reasonable to do so and in accordance with the Bank's regular business practices and procedures.

If the instructions do not specify an execution date, the Bank shall implement the instructions as soon as reasonably practicable. A payment instruction is considered received by the Bank at the time it is sent via the Internet Banking Services, unless a specific implementation date has been specified. In this case the implementation date will be considered the date of receipt. A payment instruction received before the Cut-Off Time will be executed on the date of receipt. A payment instruction received after the cut-off time will be performed on the next Business Day.

Advice or confirmation that an instruction has been received and/or transaction has been effected through the Internet Banking Services will be provided by the Bank to the Customer online. Such advice or confirmation shall be deemed to have been received by the Customer immediately after the transmission and provided the Customer is able to access the same. It is the Customer's duty to check whether such advice or confirmation has been received. It is also the duty of the Customer to enquire with the Bank if the Customer does not receive an advice or confirmation within the time usually required for a similar advice or confirmation to be received.

13. Proof

Entries made using the Internet Banking Services platform and electronic communications constitute full proof of instructions given to the Bank by the Customer. In the event of dispute, they may be produced as evidence before the body appointed to resolve the dispute.

If the Customer considers that there has been an error or irregularity in the recording system, they shall be required to prove this.

The Bank reserves the right, when it deems it useful or necessary in its sole discretion, to ask the Customer to confirm instructions and/or requests by means of letter, e-mail or any other electronic message system. The Bank may postpone the execution of instructions pending receipt of such confirmation.

Printed e-mail messages and messages sent by any other electronic message system shall be deemed to be written documents and shall have the same evidential value as original documents.

The Bank reserves the right to postpone the execution of instructions or requests confirmed by e-mail or any other electronic message system if it is of the opinion that such instructions are not sufficiently authentic, and to request a paper instruction or substantiating documents.

14. Term of the Internet Banking Services

These Internet Banking Terms are valid for an indefinite period. The Customer and/or the Bank may terminate the Internet Banking Services with the Bank in accordance with the Bank's General Terms and Conditions.

15. Amendments

The Bank reserves the right to lay down further conditions, or to amend these Internet Banking Terms and Conditions (including fees or charges) for security, legal, regulatory or market reasons or changes in internationally accepted banking practice, or to take into consideration any increase in costs or decrease in the Bank's return or pursuant to the introduction of new products or technology as further set out in the Bank's General Terms and Conditions. The Bank will give reasonable notice to you of any addition and/or charges to these Terms and Conditions, which notice shall be (in the absence of exceptional circumstances) of 60 days. Such revised terms shall be binding on the Customer, if the Customer continues to maintain or use the Internet Banking Services or after the effective date of variation.

16. Information

You acknowledge and agree that any information sent by the Bank to you constitute trade secrets and is confidential and proprietary property of the Bank. You agree not to transfer, sell, disclose, reproduce or duplicate the confidential information sent by the Bank. This restriction shall not apply where disclosure of the confidential information is required by law or where the Bank has given its prior written consent thereto.

The information sent by the Bank is sent for reference only, and shall not be deemed to be any advice given by the Bank. Any marketing or promotional messages sent by the Bank shall not be regarded as an offer or solicitation on the part of the Bank to make deposits with the Bank or to sell any other product or service.

17. Online Messaging Service

The Bank's Site and/or the Internet Banking Services may provide you with the ability to send and receive electronic messages to and/or from us. Please remember that we may not

immediately receive an electronic message sent by you. No action will be made on any electronic message you send us until we actually receive your message, are able to access it and have a reasonable opportunity to act on it. You cannot send an electronic message to any person, other than the Bank, when using the Internet Banking Services.

18. Fees and Charges

The Bank shall impose charges as set out in the Guide to Fees and Charges for Banking Services which is available on its Site. You authorise us to debit your account with any fees and/or charges in relation to the use and/or termination of the Internet Banking Services, provided such fees are not disproportionately high to the value of the Internet Banking Services.