

# INTERNET BANKING SERVICE AGREEMENT TERMS AND CONDITIONS FOR CORPORATE & OTHER LEGAL ENTITIES

This Lombard Internet Banking Service Agreement - Terms and Conditions for Corporate & other Legal Entities, hereinafter referred to as the 'IB Terms and Conditions', the Lombard Internet Banking Service Security Guidelines, the Lombard Internet Banking Security Token Operating Instructions and the Application for the Lombard Internet Banking Service - Corporate & other Legal Entities, all as may be in force from time to time, govern the use of the Lombard Internet Banking Service being provided by Lombard Bank Malta plc. A copy of the above may be obtained from any of the Bank's branches or from the Bank Website.

## Definition of Key Words

In these IB Terms and Conditions, unless the context indicates otherwise, the meaning of the following key words and expressions shall be as set out below. Reference to the singular shall include the plural and vice versa, and reference to the male gender shall include the female gender and vice versa.

**'Application'** means the Application for the Lombard Internet Banking Service - Corporate & other Legal Entities and the resolution of the board of directors or any other equivalent instrument of authority by virtue of which the Customer may apply to the Bank to be allowed access to and use of the Lombard Internet Banking Service through its User/s and includes any subsequent modifications to the Service.

**'Account'** means any account/s held by the Customer with the Bank and which, pursuant to the Application submitted by the Customer to the Bank and its acceptance, shall be available on the Lombard Internet Banking Service.

**'Administrator'** means the individual/s nominated and entrusted by the Customer, from time to time, by virtue of a resolution of the board of directors or any other equivalent instrument of authority and who shall

- i. administer and maintain the on-going access to and use of the Service by the Customer; and
- ii. access and use the Service freely and without any restriction.

**'Agreement'** means the agreement in force between the Bank and the Customer and which includes the IB Terms and Conditions, the Lombard Internet Banking Service Security Guidelines, the Lombard Internet Banking Security Token Operating Instructions and the Application, all as may be in force from time to time.

**'Bank'** means Lombard Bank Malta plc which is registered in Malta (C 1607) with its current registered office at 67, Republic Street, Valletta, VLT1117, Malta, and includes all its assignees and successors in title.

**'Bank Website'** means [www.lombardmalta.com](http://www.lombardmalta.com) or any other internet website established, operated or maintained by the Bank through which the Lombard Internet Banking Service may be accessed and used.

**'Business Day'** means a day on which the Bank is open for business and able to effect inter bank settlements.

**'Computer'** means the computer utilised to access and use the Lombard Internet Banking Service.

**'Customer'** means the legal entity that concluded the Application which the Bank has accepted for the access to and use of the Lombard Internet Banking Service by such legal entity through any of its User/s.

**'Cut-off Time'** means that time by which an Instruction has to reach the Bank for it to be deemed accepted for processing by the Bank on that Business Day.

**'Instruction'** means any request and/or order made to the Bank by the Customer, through its User/s via the Service.

**'Lombard Internet Banking Mailbox'** or **'Mailbox'** means a communication facility of the Lombard Internet Banking Service by virtue of which the Customer, through its User/s and the Bank can exchange messages.

**'Lombard Internet Banking Service'** or **'Service'** means the facilities laid down in clause 1.1 below provided by the Bank from time to time via the Bank Website to the Customer through its User/s, and as the Bank may be directed by the Customer from time to time.

**'Login ID'** means the identification number which the Bank issues to each User, to be used together with the Security Code, which allows the Customer access to and use of the Lombard Internet Banking Service through its User/s.

**'Security Code'** means the code generated by each Security Token to be inserted by the User as part of the process to allow the Customer acting through its User/s to access and use the Service.

**'Security Token'** means an electronic device (hardware token) as well as an Android or Apple iOS smartphone application (software token), which both can generate a Security Code. Tokens are provided by the Bank to each User, together with the Lombard Internet Banking Security Token Operating Instructions which form part of the Agreement.

**'Security Token PIN'** means an identification number used by each User in conjunction with a Security Token which the Customer and User/s must ensure: is known only to the individual User; and is kept secret by the User.

**'User'** includes any Administrator/s, and any other individual/s appointed by the Customer to access and use the Service, on behalf of the Customer, in terms of the Agreement.

## 1.0 The Service

1.1 The Lombard Internet Banking Service is available from the Bank Website, and gives the Customer through its User/s the facility to, inter alia: conduct enquiries on Accounts; submit Instructions for transactions such as, but not necessarily limited to, inter Account transfers, third party transfers and bill payments; submit other Instructions such as, but not necessarily limited to, renewals of and modifications to term deposit Accounts; make use of the Mailbox.

1.2 Instructions for transactions or otherwise effected through the Service shall be legally binding.

1.3 The Customer must, by virtue of a resolution of the board of directors or any other equivalent instrument of authority, nominate and entrust an Administrator/s of the Service.

1.4 The Customer will request and authorise the Bank, from time to time, in writing to assign a Login ID and issue a Security Token to each User. 1.5 It shall be the sole and exclusive responsibility of the Customer to ensure that each of its Users are aware of and shall comply with the Customer's (where applicable) and the User's obligations arising out of this Agreement and the Customer shall at all times be held responsible for all acts of any of its Users. Lombard Bank Malta p.l.c.

## 2.0 General Matters

2.1 These IB Terms and Conditions, as well as any other part of the Agreement, apply to the access to and use of the Service.

2.2 The Bank recommends that these IB Terms and Conditions and any other part of the Agreement be read carefully and that they be reviewed periodically.

2.3 The Service being offered to the Customer is governed by these IB Terms and Conditions, by any other part of the Agreement and by such other terms and conditions, security notices, disclaimers and any other rules of use that may be made available to the Customer through the Mailbox of its User/s, and/ or through the Bank Website and/or through any of the Bank's branches.

2.4 Any existing terms and conditions, rules, policies etc. other than these IB Terms and Conditions and any other part of the Agreement (together with any amendments or additional terms and conditions, rules, policies etc which may be brought into force from time to time) governing the Service, shall, in so far as is applicable, continue to remain effective with respect thereto together with these IB Terms and Conditions.

2.5 Should these IB Terms and Conditions or any other part of the Agreement modify, cancel or limit the Bank's liability, or affect or limit the Customer's rights in any way, this shall only be so to the maximum extent permitted by law.

2.6 The Agreement shall become binding as soon as the Bank has accepted the Customer's Application, and upon the first access to and use of the Service by the Customer, through its User/s. From that time onwards the Customer, User/s and the Bank must comply with these IB Terms and Conditions.

2.7 The Bank maintains strict security standards and procedures with a view to preventing unauthorised access to Customer data. The Bank uses leading technologies such as (but not limited to) data encryption, firewalls and server authentication to protect the security of all data.

2.8 The Bank shall take reasonable precautions to protect and keep confidential any information that is communicated with the Customer through its User/s. The Bank shall not be liable for any unauthorised access that may occur to such information during transmission. Furthermore once the information has reached the Computer, the Customer and User/s must ensure that such information is protected.

2.9 On the Customer's Application being accepted by the Bank, a Security Token and a Login ID shall be issued by the Bank to any User upon the Customer's written request, from time to time, in terms of these IB Terms and Conditions.

2.10 The Customer shall be liable in terms of these IB Terms and Conditions for all actions or all omissions of its User/s.

### **3.0 Security Token**

3.1 A Security Token shall generate a Security Code for entry by each of the User/s whenever the Service so requests.

3.2 The right to use a Security Token is governed by these IB Terms and Conditions and by any other part of the Agreement. This right is exclusive to the User/s and is not transferable.

3.3 All Security Tokens shall be activated upon insertion of a Security Token PIN.

3.4 Security Tokens shall remain property of the Bank and must be returned upon demand. Upon the Bank's demand to the Customer for the return of a Security Token, the User must discontinue using it.

3.5 The Bank reserves the right to levy a charge for the supply of a Security Token. All charges are specified in the Bank's Tariff of Charges, as may be in force from time to time, available from all the Bank's branches.

### **4.0 Login ID, Security Token PIN and Security Code**

4.1 A Login ID shall be advised to the User by means of a letter which should be destroyed after being memorised. The hardware Security Token PIN shall be set by the User at time of delivery of the Security Token and should likewise be memorised.

4.2 The Customer must ensure that its User/s comply with all guidelines for keeping the Login ID and Security Token PIN secure. The manner in which these guidelines are adopted and implemented by the Customer and the User/s shall be considered in the determination of the Customer's liability for any loss arising from third party misuse of a Login ID and/or Security Token PIN.

4.3 The Customer shall ensure that each User shall NOT:

inform nor allow anyone to find out the Login ID and/or Security Token PIN;

allow anyone to view entry of the Login ID and/or Security Token PIN at time of login, such as by ensuring that there are no security cameras, mirrors or any other means of observing entries made; leave the Computer unattended while accessing and using the Service and shall always log out of the Service after completing access and use; leave anything behind after accessing and using the Service that could reveal the Login ID and/or Security Token PIN.

4.4 The Customer shall ensure that each User always memorise the Login ID and Security Token PIN.

4.5 The Bank shall verify the authenticity of the Login ID and Security Code of each User but is unable to verify the identity or authority of the person as well as the validity or correctness in accessing or using the Service.

4.6 The Customer and/or the User/s shall notify the Bank immediately in accordance with clause 11.1 below upon becoming aware that the Security Token has been misused, lost or stolen or upon becoming aware or suspecting that someone else has or may have knowledge of a Login ID and/or a Security Token PIN. Upon such notification and acknowledgement of receipt, the Bank shall take those measures which it deems appropriate.

4.7 Subject to these IB Terms and Conditions and any other part of the Agreement, if the Customer and/or the User fail or delay in notifying the Bank of the misuse, loss or theft of a Security Token and/or Login ID and/or Security Token PIN, the Customer shall be liable for any access to and use of the Service resulting from such misuse, loss or theft.

### **5.0 Limitations of Liability**

5.1 The Bank treats any access to and use of the Service by a User as authorised unless, prior to such access and use, the Customer has instructed the Bank to cancel such User's Security Token and Login ID.

5.2 The Customer shall be liable for any loss arising out of an unauthorised access to or use of the Service.

5.3 A Customer shall not be liable for any loss arising out of unauthorised access to and use of the Service when: access to and use of the Service happens after the Customer and/or the User have/has notified the Bank in accordance with clause 11.1 below, that such User's Security Token has been misused, lost or stolen or that the security of the Security Token and/or Login ID has been breached and the Bank acknowledges receipt of such notification; or access to and use of the Service by a particular User happens before such User has received his Hardware Token and Login ID or replacement Hardware Token or Login ID; or the unauthorised access to and use of the Service is caused by either the fraudulent or the negligent conduct of any of the Bank's staff or agents.

5.4 If any unauthorised person appears to have accessed or used or attempted to access or use the Service, the Bank may disclose any relevant information to such law enforcement, governmental or other authorities as it considers appropriate and within the limits permitted by law.

5.5 Except as provided for by clause 5.3, the Customer undertakes to keep indemnified at all times and free from all actions, proceedings, claims, damages, losses, charges, expenses (including, without limitation, legal fees and expenses) which the Bank may incur, directly or indirectly, however occasioned, by reason of complying with the Customer's Instructions given through its User/s. Furthermore, the Customer agrees to ratify any action taken by the Bank pursuant to any such Instructions given through the Service.

5.6 In fulfilling its obligations arising from laws and regulations relating to money laundering, terrorist financing and sanctions, the Bank may take any action it deems appropriate or reasonable. In so doing the Bank shall not be liable for any loss or damage of any type, however occasioned, that may be suffered by the Customer or by any third party.

5.7 The Bank shall not be liable for any delays in the performance of any of its obligations under the Agreement due to causes beyond its reasonable control, including but not limited to fire, war, riot, civil unrest, government action, strikes, lock-outs or other industrial action or trade disputes (whether involving the Bank's employees or those of a third party), unexpected malfunctioning of computer systems, telephony or data communication, acts of any civil or military authority, judicial actions, acts of God, or other casualty or natural calamity for so long as and to the extent that, the effects of such circumstances continue.

### **6.0 Execution of Instructions**

6.1 The Bank shall consider every Instruction received through the Service as an Instruction authorised by the Customer, and this notwithstanding and superseding any other mandate/s which the Customer may have given to the Bank.

6.2 Instructions made through the Service shall be processed in accordance with the Bank's regular business processes and procedures and may be limited to certain amounts established by the Bank from time to time.

6.3 The Bank reserves the right to change, at any point in time, the daily minimum or maximum amounts that may be withdrawn from an Account by virtue of the Service.

6.4 Instructions given after Cut-off Time on a Business Day, or made on a day which is not a Business Day, may be processed on the next Business Day. However, the Bank may vary Cut-off Times at any time.

6.5 The Bank may, at any time and without prior notice to the Customer, block the use of a User's Login ID or Security Token if it is believed that such Login ID or Security Token is being used in such a way that may cause losses to the Customer or to the Bank.

6.6 The Bank may, at any time and at its absolute discretion, refuse to execute any Instructions and/or provide any information and/or provide the Service to the Customer and/or to any of its Users.

6.7 The Bank shall take all reasonable steps to ensure that the Account information available through the Service is correct and updated regularly, however the Bank shall not be responsible for any loss suffered by the Customer where information is inaccurate for reasons beyond the control of the Bank.

6.8 Unless an Instruction exceeds a limit, or unless it is suspected that there may be a breach of security measures or an infringement of the Agreement, the Bank shall, in most cases, act upon Instructions, in so far as it is, in the Bank's opinion, not suspicious, practicable and reasonable to do so.

6.9 Care must be exercised when transferring funds from the Customer's Account. The Bank is unable to verify account details of the receiving account. If it is discovered that a payment or transfer was made in error or for the wrong amount, the Customer must seek recourse from the recipient, as the Bank cannot reverse or modify such transactions. In these cases, the Customer may seek the Bank's assistance for a return of funds. A charge may be applicable for such a service.

6.10 The exchange rate used for any Instruction in foreign currency shall be the currency exchange rate valid at the time of processing.

6.11 The Bank reserves the right to suspend all or any functionality which requires the use of an exchange rate if there are valid reasons for doing so, including, but not limited to, a volatile foreign exchange market.

## **7.0 Account Information**

7.1 The Bank shall, unless advised to the contrary, continue to send Account statements to the Customer's mailing address as per the terms and conditions, in force from time to time, of that particular type of Account.

7.2 A record of Instructions carried out through the Service should be retained by the Customer to allow verification of statement transactions. All transactions shall be confirmed for accuracy upon receipt of the statement.

7.3 The date appearing on the record of certain Instructions may vary from the date appearing on the Account statement because certain transactions completed on a specific day may be held over to be processed on the next Business Day.

7.4 Disagreement with any transaction effected through the Service shall be brought to the Bank's attention within 24 hours from the date when the transaction was processed on the Account.

## **8.0 Cancelling and/or modifying the Service**

8.1 Where the Customer wishes to cancel or modify any of the rights and/or authorities of its User/s, it must notify the Bank in writing.

8.2 Until notification is received in terms of 8.1, the Customer may request the Bank to block access to and use of the Service by any of its Users.

## **9.0 Charges**

9.1 The Bank reserves the right to levy charges for the provision of the Service, including, but not limited to, charges for the issue, use, reissue or replacement of a Security Token or Login ID.

9.2 All charges are specified in the Bank's Tariff of Charges, as may be in force from time to time, and are available from all the Bank's branches.

9.3 Charges related to the provision of the Service shall be debited to the Customer's Account/s. If there are insufficient funds in such Account/s, the Bank retains the right to settle amounts due through any other of the Customer's accounts held with the Bank, if any. Should there be none which may be debited, the Service shall be suspended until funds are available or payment is settled.

## **10.0 Continuity of the Service**

10.1 The Service is delivered over the internet. Given the nature of the Service, the Bank has no control over delays or time lags which may result in the transmission of communication over this medium and does not warrant that access to the Service shall be uninterrupted, timely or error free.

10.2 The Bank or any member of the Bank's staff cannot warrant or represent that the Service is free from viruses or other destructive features which may adversely affect any hardware, software or equipment.

10.3 The Bank shall take all reasonable measures to ensure that the Service is operational. The Bank shall not be liable if any Login ID, Security Token or Security Token PIN does not launch the Service and/or the Service does not accept Instructions from a User.

10.4 The Bank shall not be liable to the Customer or to any third party for any modification, suspension or discontinuance of the Service where this occurs for reasons beyond the control of the Bank.

10.5 Every endeavour shall be made by the Bank to ensure continuity of the Service and to give notice of suspensions. Nevertheless, in cases of an emergency, the Bank shall not be required to give notice of suspensions.

## **11.0 Notification, Complaint, Resolution & Investigation**

11.1 The Bank should be notified and contacted from Monday to Friday (excluding Public Holidays and Bank Holidays) as follows: 1st October to 14th June 8.00am to 4.30pm 15th June to 30th September 8.00am to 2.30pm Phone: +356 2558 1789 Fax: +356 2558 1750 e-mail: [css@lombardmalta.com](mailto:css@lombardmalta.com). The Bank shall acknowledge receipt of any such notification.

11.2 If a complaint cannot be resolved immediately, the Customer may call at one of the Bank's branches, preferably the branch where the Account/s is/are held.

11.3 The Customer may be asked to complete a written statement and/or form with respect to the complaint.

11.4 The Bank shall investigate and, where appropriate and necessary, take appropriate action to rectify. The Customer shall be advised of the final outcome.

11.5 The Customer may also direct complaints through Office of the Arbitrator for Financial Services, 1st Floor, St. Calceonius Square Floriana FRN 1530 Malta Freephone: 8007 2366 Telephone (+356) 2124 9245 or by email on: [complaint.info@financialarbitrator.org.mt](mailto:complaint.info@financialarbitrator.org.mt)

## **12.0 Variations, Modifications and Alterations to the Agreement**

12.1 The Bank reserves the right to vary, modify and alter the Agreement at any given time.

12.2 The Customer shall be notified through the Mailbox, and/ or through the Bank Website and/or through any of the Bank's branches. The Customer shall be deemed to have received such notification from the Bank as soon as they have been made available as aforesaid.

12.3 Unless otherwise advised to the contrary, the Bank shall normally give a reasonable notice of 30 days to the Customer. This notice period may be shorter due to circumstances beyond the control of the Bank. Continued use of the Service on or after the effective date of any such variation, modification

or alteration shall be deemed to be an acceptance of the Agreement as varied, modified or altered, and shall be binding upon the Customer.

### **13.0 Suspension or Termination of the Service**

13.1 The Bank reserves the right to suspend or terminate the Service for reasons valid at law. The Bank shall give reasonable notice of suspension or termination.

13.2 The Bank may also, at its absolute discretion and with immediate effect and without giving prior notice, suspend or terminate the Service should the Bank consider that an activity has occurred which: constitutes fraudulent access to and use of the Service, or an attempt thereof; goes against regular Banking rules and regulations, Bank policy, or is otherwise illegal; may seriously impinge upon the relationship between the Customer and the Bank. In such cases, the Bank shall not be obliged to specify the precise nature of its concerns, but may simply make reference to this clause.

13.3 The Customer may terminate access to or use of the Service at any time by giving prior reasonable notice in writing. All Security Tokens must be returned to the Bank immediately.

13.4 Upon termination, the Customer must pay the Bank any outstanding charges due by the debit of any of the Customer's Accounts held with the Bank. Charges related to the provision of the Service shall be debited to the Customer's Account. If there are insufficient funds in such Account, the Bank retains the right to settle amounts due through any other of the Customer's Accounts, if any.

13.5 Unless stated otherwise, suspension or termination of the Service shall not in any way otherwise affect the relationship of the Customer with the Bank.

### **14.0 Copyright**

14.1 The Service is subject to copyright legislation and no part may be reproduced or used in an abusive or illegal way.

### **15.0 Data Protection**

15.1 Any data shall be processed by the Bank in accordance with Data Protection Legislation and the Bank's Data Protection Notice.

15.2 The Customer is aware that the nature of the Service requires that confidential information be exchanged with the Bank, whether through its User/s or otherwise. The effective provision of the Service requires that the Bank may process, share or transmit information about the Customer and/or its Account/s within the Bank, to any one or more of the Bank's principals, subsidiaries, associates and agents, including third parties whether operating in Malta or abroad, with whom there are existing processing agreements and who are all bound by confidentiality agreements.

15.3 The Bank shall process any data for a number of purposes, including but not limited to the provision of the Service, the accessibility to and management of Accounts, the detection and prevention of money laundering activities, fraud and other criminal activity and for the development and improvement of the Bank's services and products.

15.4 Should the Customer and/or any User/s, by virtue of the Service, obtain in any manner whatsoever, unauthorised access to any programs, data, or any other information belonging to the Bank or otherwise, they shall treat such programs, data or information as confidential, they shall not make any use thereof and they must report such access to the Bank immediately.

15.5 The Customer shall immediately inform the Bank of any changes to all relevant data.

### **16.0 Governing Law and Jurisdiction**

16.1 These Terms and Conditions are regulated by the relevant provisions of the Laws of Malta. Any disputes shall be subject to the exclusive jurisdiction of the Maltese courts or to any tribunal at the Malta Arbitration Centre. The submission by the account holder to jurisdiction as above shall not be construed so as to exclude the right of the Bank to take legal action arising out of or in connection with this account in whatever jurisdiction it may deem fit.

16.2 The Service is designed for use in Malta and is not directed to, nor intended for distribution or use by any person or entity in any jurisdiction or country where the publication or availability of the Service or such distribution or use would be contrary to other laws or regulations.

### **17.0 Severability**

17.1 Each of the clauses of the Agreement is severable from the others, and if at any time any one or more of such clauses, not being of a 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.

Interested customers may collect an official version of these terms and conditions from any one of our branches.