



## Terms and Conditions of Use of Website

Please read the following terms and conditions carefully before using this Website.

Last Updated: 19 July 2018

### What's in these Terms?

These Terms tell you the rules for using our Website [www.iigbank-malta.com](http://www.iigbank-malta.com) (the “Website” or the “Site”), and provide you with pertinent information on the areas listed below:

- Who we are and how to contact us;
- By using our Website, you accept these terms;
- There are other terms that may apply to you;
- We may make changes to these terms
- We may make changes to our Website;
- We may suspend or withdraw our Website;
- You must keep your account details safe;
- Transmissions and communications over the Website;
- How you may use material found on our Website;
- Do not rely on information on our Website;
- We are not responsible for websites we link to;
- No warranty;
- When we are responsible for loss or damage suffered by you;
- Uploading content to our Website;
- We are not responsible for viruses and you must not introduce them;
- Rules about linking to our Website;
- Which country's laws apply to any disputes;
- Our rights to the intellectual property in the Website.

### 1. Who we are and how to contact us

The Site is a website operated by IIG Bank (Malta) Ltd, and which provides information about the company and the banking products and services that we offer, together with other pertinent information.

We are registered in Malta under company number C48767 and have our registered office at Level 20, Portomaso Business Tower, St Julians STJ4011, Malta. (the “Bank”; “we”; “us” or “our”).

We are a fully licensed credit institution regulated by the Malta Financial Services Authority. We are also a participant in the Depositor Compensation scheme. Kindly follow the link [www.iigbank-malta.com](http://www.iigbank-malta.com) for a description of the products and services that we offer.

To contact us, please email [info@iigbank-malta.com](mailto:info@iigbank-malta.com).

### 2. By using our Website, you accept these Terms

By using the Website, you confirm that you accept these Terms and that you agree to comply and be legally bound by them, which shall take effect immediately upon your first use of the Website.

We recommend that you take the time to familiarise yourself with the contents of these Terms, and that you print a copy for future reference.

**If you do not agree to these Terms, you must not use or access the Website.**



### **3. There are other terms that may apply to you**

These Terms refer to the following additional terms, which also apply to your use of the Website:

- (i) Our Privacy Notice <https://www.iigbank-malta.com/doc/privacy-notice.pdf>, which sets out how we collect and process your personal data when you visit and use the Website.
- (ii) Our IP Address and Cookie Policy [www.iigbank-malta.com/doc/cookie-policy.pdf](http://www.iigbank-malta.com/doc/cookie-policy.pdf), which sets out how we collect and use your IP Address and cookies on the Website.

### **4. We may make changes to these Terms**

We may amend these Terms from time to time by posting notice of the changes online. Every time you wish to use the Website, please check these Terms to ensure you understand the terms that apply at that time and that you are aware of any changes which have been made by us.

Your continued use of the Website, once notice of the relevant changes has been posted, signifies your acceptance of the amended Terms and your agreement to be legally bound by them.

These Terms were most recently updated on 19 July 2018.

### **5. We may make changes to our Website**

We may update and change the Website from time to time to reflect our users' needs and our business priorities. We will try to give you reasonable notice of any major changes.

### **6. We may suspend or withdraw our Website**

We do not guarantee that the Website or any content contained or found on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of the Website for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access the Website through your internet connection or mobile device are aware of these Terms and other applicable terms and conditions, and that they comply with them at all times.

### **7. You must keep your account details Safe**

If you choose, or you are provided with, an identification code, password or any other piece of information as part of our security procedures, you must treat such information as strictly confidential.

You must not disclose that information to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [info@iigbank-malta.com](mailto:info@iigbank-malta.com).

### **8. Transmissions and communications over the Website**

The Website includes a form which allows you to contact us by filling the relevant fields.

Please be aware that internet transmissions and data transmissions are never completely private or secure and that any message or information which you send over the Website may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.



Though we strive to ensure that such transmissions are private and secure, this cannot be guaranteed, and we shall not be liable in any manner whatsoever for any defaults.

## **9. How you may use material found on our Website**

**We are the owner or the licensee of all intellectual property rights in the Website, as well as the material published on them (including any logos or content).** The Website, together with such material, are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from the Website, and store these in any medium for your own personal, non-commercial use.

Moreover, you may also draw the attention of others (including those within your organisation or firm) to the Website, and the material published on it.

You may not, however, copy (except as expressly stated otherwise), broadcast, transmit, show, perform or communicate to the public any of the content found on the Website for any other purpose whatsoever, without our prior written permission. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status and that of any identified contributors as the respective authors of the content on the Website must always be acknowledged.

You must not use any part of the content found on the Website for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of the Website (including any part of the material or content found on it) in breach of these Terms, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## **10. Do not rely on information on our Website**

Although we make reasonable efforts to update the information found on the Website, we make no representations, warranties or guarantees, whether express or implied, that such content (or any part thereof) is accurate, complete or up-to-date.

## **11. We are not responsible for Websites we link to**

The Site may contain links to other websites and resources provided by third parties. Those links are provided for your information only.

Such links should not be interpreted as approval by us of those linked websites or the information you may obtain from them.

We have no control over the contents of those websites or resources.

## **12. No Warranty**

You acknowledge that the Website has not been designed or developed to meet your particular, individual needs. Thus, to the maximum permitted under applicable law, you accept that the Website is being made available to you **“AS IS”** and **“AS AVAILABLE”**, with all faults and without warranty of any kind.

We hereby disclaim all warranties and conditions with respect to the Website, whether express, implied or statutory, including, but not limited to, warranties relating to their performance, quality and merchantability or their fitness for a particular purpose or their non-infringement of third party rights.



You also acknowledge that we do not warrant:

- against interference with your enjoyment of the Website;
- that the functions contained in, or services performed by the Website will meet your requirements or achieve the intended results;
- that the operation of the Website will be uninterrupted or error-free;
- that the Website will be compatible or work with any third-party software, applications or services; or
- that the Website will be corrected.

You acknowledge and accept the risk that the use of the Website may affect the usability of third party software or applications, and that the entire risk as to their quality and performance lies solely with you.

No oral or written information or advice that may be furnished by us or any of our authorised representatives shall, under any circumstance, be construed as a departure or deviation from the above disclaimers.

### **13. Our responsibility for loss or damage suffered by you:**

#### **Whether you are a consumer or a business user:**

- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- Different limitations and exclusions of liability will apply to liability arising as a result of the provision our banking products and services to you. These are set out at <https://www.iigbank-malta.com/doc/general-t-c.pdf>.

#### **If you are a business user:**

- We exclude all implied conditions, warranties, representations or other terms that may apply to the Website, or any content on them.
- We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
  - use of, or inability to use, the Website,
  - use of or reliance on any content displayed on the Website.
- In particular, we will not be liable for:
  - loss of profits, sales, business, or revenue;
  - business interruption;
  - loss of anticipated savings;
  - loss of business opportunity, goodwill or reputation; or
  - any indirect or consequential loss or damage.

#### **If you are a consumer user:**

- Please note that we only make the Website available to you for personal, non-commercial use. You agree not to use the foregoing for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

### **14. We are not responsible for viruses and you must not introduce them**

We do not guarantee that the Website will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access the Website. You should use your own virus protection software.

You must not misuse the Website by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Website, the server on which they are stored or any server, computer, device or database connected to the Website. You must not attack the Website (or any other Website or mobile app connected to them) via a denial-of-service attack or a distributed denial-of service attack.

Furthermore, you may not

- use any robot, spider, scraper, or other automated means to access the Website for any purpose; and
- harvest or otherwise collect user information which is found on the Website



We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Website will cease immediately.

#### **15. Rules about linking to the Website**

You may link to the home page of the Website, provided you do so in a way that is fair and legal and does not damage our reputation or take (or attempt to take) advantage of it, whether without due cause or otherwise.

You must not establish a link, or reference the Website, in such a way as to suggest any form of approval or endorsement on our part, or an affiliation or association with us or sponsorship by us, where none exists.

You must not establish a link to the Website in any website that is not owned by you.

Our Site must not be framed on any other website, nor may you create a link to any part of the Website other than the home page.

We reserve the right to withdraw linking permission without notice.

If you wish to link to or make any use of content on the Website other than that set out above, please contact [info@iigbank-malta.com](mailto:info@iigbank-malta.com).

#### **16. Which country's laws apply to any disputes?**

These Terms, including their subject-matter and formation, and any non-contractual obligations arising out of or in connection with these Terms, shall be governed by and construed in accordance with the laws of Malta. For the benefit of the Bank, you agree that the Courts of Malta shall have exclusive jurisdiction to hear and settle all disputes arising from or in connection with these Terms, and accordingly submit to the jurisdiction of such Courts.

#### **17. Our Intellectual Property**

You are not permitted to use our intellectual property rights without our express prior approval, unless they form part of material that you are using as permitted under '**How you may use material on Our Website**' (as set out above).