

Insignia Mobile Application

Terms & Conditions

The Insignia Mobile Application (the '**Mobile Application**' or the '**App**') is operated by Insignia Cards Limited (the '**Company**', '**We**' or '**Insignia**'). The **Company** is registered and established in Malta, bearing company registration number C54426, with registered address at Level 4, Palazzo Spinola, St.Christopher Street, Valletta, VLT 1464.

These Terms and Conditions (the '**Terms**') set out the key elements and details about the **App**. You should read these **Terms** carefully in conjunction with the **Company's** terms and conditions, the **App's** Privacy Policy and the **Company** Privacy Policy and any other terms and conditions we advise you to apply.

Main Features of the App

The following services are being made available for use through the **App**:

- a. View your transactions
- b. View your account statements
- c. Block your card
- d. Unblock your card
- e. View your card PIN
- f. Receive important notifications

The **App** and its systems may benefit from new and enhanced features from time-to-time. Details of all new features deployed in the **App** will be notified to you via an alert received directly to your credit account with the **Company**.

Definitions

"Mobile Application" or "**App**" means the Insignia Mobile Application which can be downloaded to any mobile device or tablet which runs an operating system capable of meeting its requirements, through which you can access some of our many online services.

"Biometric Authentication" is a security process that relies on your unique biological characteristics so as to verify your identity. The current supported biometric authentication methods are Touch ID and Face ID methods which are developed by Apple Inc, and Fingerprint which is developed by Android.

"PIN" is a personal identification number used to authorise card transactions on your **Insignia** card.

"You", "your" and "yours" means the person who has downloaded the Insignia Mobile Application and is making use of the **App**.

"We", "us" and "our" mean Insignia Cards Limited, and any affiliated third parties or **Company** representatives appointed to provide all or part of the **App**.

Using the App

In order to make use of this **App** and the services offered by the **Company** through it, You must first agree to these **Terms** and the other important information found under the Legal tab. The **Mobile Application** and its services are free for use by the **Company's** distinguished clientele.

- A. Upon first opening the **App**, You as a new user will be prompted to register yourself with the **App**, by choosing a username and password which will act as your credentials and allow You to log in and out of the **App** itself.
- B. Once your account has been created and You have registered yourself with the **App**, you will be prompted to choose your preferred method through which You will log into the **App**, dependent on the model of the mobile device through which You are accessing the **App**. These methods may vary from entering your standard username and password, or using your Fingerprint, TouchID or FaceID.
- C. Once your account has been fully set up, You are now free to browse the **App** and make use of all its services.

User Responsibilities

While making use of the **App**, it is important that You commit to the following:

- A. Keeping your mobile device or tablet in a safe and secure location;
- B. As much as possible, refraining from writing down either your PIN or your log-in credentials;
- C. Refrain from disclosing your PIN or your log-in credentials to anyone;
- D. Making yourself aware of any charges imposed on you from your network operator in order to be able to access and operate the **App**;
- E. Ensuring the legal and proper use of the services being provided to You;

- F. Making yourself aware of usage of the **App**, if such usage is being shared;
- G. Ensuring that only your fingerprints or face are registered with your mobile device or tablet, if making use of biometric authentication;
- H. Log out of the **App** from your mobile device or tablet after you have finished using it and do not leave it running in the background whilst logged in;
- I. Notifying us of any suspicious activity which may occur on your **App**;
- J. Notifying us of any change in your personal details;

While using the **App**, it is important that You refrain from committing any of the following actions:

- A. Attempt to reverse engineer the **App** and its systems;
- B. Use the **App** for illegal and/or fraudulent intentions and/or actions;
- C. Attempt to copy or reproduce any part of the **App** and its systems;
- D. Attempt to hack, modify, tamper with or alter any part of the **App** and its systems;
- E. Use the **App** with gross negligence;

It is important to understand that You, as registered user, will be responsible for any unauthorised actions which occur on your account, through the **App**, if you have not kept your mobile device or tablet secure, or if your device has numerous biometric identities registered which belong to different users.

It is important to understand and remember that the **Company** and its related third parties or its representatives will never ask You for your credentials, your log-in details, or your PIN. It is important that if you receive such a request, as believable as it may be, refrain from providing any of your personal details to such entity or individual posing as the **Company**.

In case of any suspicious activity occurring on your phone and/or **App** or loss/theft of your mobile device and/or tablet, notify us immediately by contacting us on XXXXXXXXXXXX.

Disclaimer & Warranties

The **Company** is not responsible for any omissions or non-adherence to these **Terms** which arise as a consequence, be it direct or indirect, of the following situations:

1. Compliance with national and European legislation and regulations;
2. Cases of *force majeure*;

- a. acts of God;
- b. a natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms, explosions, infestations), epidemic, or pandemic;
- c. war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest;
- d. government order or law;
- e. actions, embargoes or blockades in effect on or after the date of this Agreement;
- f. action by any governmental authority;
- g. national or regional emergency;
- h. strikes, labour stoppages or slowdowns or other industrial disturbances; and
- i. shortage of adequate power or transportation facilities.

Whereas the **Company** constantly strives to offer its services to its clients in the best possible manner, We cannot guarantee or warrant that our services will constantly be available to You, due to certain situations which fall out of the **Company's** control, such as network operator failures.

The **App** is being offered "as is" with no representation, guarantee or warrant of any kind as to its functionality and efficiency. The **Company** cannot guarantee that no malicious software, virus or malware will be transmitted to your mobile device and/or tablet and is therefore not liable for any losses You may incur in this regard.

We may, at any point in time and for any reason, make changes to the **App**, its features and the manner in which it operates. We may also, at any time, alter and update these **Terms** as well. Where such changes in the **Terms** include material and significant changes to the way the **Company** or the **App** operates, We will notify you of such changes by communicating with You through one of your registered contact details.

The **Company** may, at any point in time and at its absolute discretion, suspend your use of the **App**, for any of the following reasons:

1. We are suspicious of your usage and activity on the **App**;
2. You have incorrectly entered your log-on credentials and/or PIN for three consecutive times;
3. We suspect that your account on the **App** has been used illegally or fraudulently;
4. We are in the process of updating our systems and/or introducing new features in the **App**;
5. You have not used the **App** in over three months;

6. We have legal or regulatory obligations which must be met;

In a situation whereby you have incorrectly entered your log-on credentials and/or PIN, You must contact our customer care department on XXXXXXXXXXXX and successfully complete the identification process.

The **Company** may, at any point in time and at its absolute discretion, terminate its relationship with You and consequently terminate your access to the **App**, for any of the following reasons:

1. You have seriously or persistently not adhered to the provisions of these **Terms**, the **Company** Terms and Conditions, or any of the **Company's** policies and procedures;
2. You are, or the **Company** reasonably suspects You to be, using the **App** for illegal or fraudulent purposes;
3. You have not satisfied the **Company's** high standard for its AML and CFT obligations;
4. The **Company** decides to, at its own discretion, terminate the **App**;
5. The **Company** is forced, by law, to terminate the **App**;

In either case, the termination of your account on the **App** will be made known to You, through a notification sent to your mobile device or a communication sent to your registered contact details. In any case, once termination of your account with the **Company** has occurred, and consequently your access to the **App** has terminated, your rights in regard to the **App** are also fully extinguished.

Liability

As per the **Company's** Terms and Conditions, the **Company** shall neither be liable to You for any loss or damage (whether direct or consequential), nor be in default under these **Terms**, in cases of abnormal and unforeseeable circumstances which arise in the **App**, which are beyond the control of the **Company**, the consequences of which would have been unavoidable despite all efforts to the contrary, or where the **Company** is bound by other legal obligations under applicable law.

If You suffer any financial loss by an event occurring in the **App** which is deemed to be directly under the control of the **Company**, the **Company's** liability is limited only to the event for which it was at fault, up to a maximum of the relevant amounts lost, and is not liable, under any circumstance, for any additional loss or damage (whether direct or consequential), including, without limitation, any loss of profit, loss of business opportunity or any other loss of consequential or incidental nature.

Intellectual Property

All trademarks, trade names, company names, logos and other objects of industrial property mentioned or displayed in the **App** are the intellectual property of the **Company**. Your appropriation, reproduction or use without the **Company's** permission of any of the products, services, processes or other information, trade names, trademark and logos which are included in the **App** or **Company** product portfolio, constitute a crime, leaving the **Company** no option but to initiate legal proceedings against You.

Data within the App

Any and all data collected and stored by the **App** will be used, processed and stored by the **Company** as per the **App's** Privacy Policy and the provisions of all relevant data protection legislation, particularly the General Data Protection Regulation (GDPR).

We urge You to carefully read the **App's** Privacy Policy, which you can find here.

Governing Law & Waivers

These **Terms** are governed by the Laws of Malta and any claims relating to such **Terms** are subject to the exclusive jurisdiction of the Courts of Malta.

If any part of these **Terms** is held to be invalid or unenforceable in any Court in Malta, this will not affect the validity of any of the other parts of these **Terms**.

No failure or delay on the part of the **Company** to exercise any right or remedy under these **Terms** shall be construed or operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude the further exercise of such right or remedy.

Right to Complain

You are encouraged to complain about our services, including the **App**, to our Customer Support Department, which can be contacted here: XXXXXXXXXXXXXXXX.

Nonetheless, should You feel dissatisfied with the Customer Support Department's response to your complaint, You can file an official complaint to the Arbiter of Financial Services, using the following address:

Arbiter for Financial Services, at the Office of the Arbiter for Financial Services, First Floor, St Calcedonius Square, Floriana, FRN 1530, Malta or via e-mail complaint info@financialarbiter.org.mt.

The **Company** is licensed and regulated by the Malta Financial Services Authority in accordance with the Financial Institutions Act (Cap. 376 of the laws of Malta). Details of the **Company's** licence can be found by clicking on the following link: <https://www.mfsa.com.mt/financial-services-register/>

The address of the Malta Financial Services Authority is Triq l-Imdina, Zone 1, Central Business District, Birkirkara, CBD 1010.