

These Terms and Conditions shall be read in conjunction and shall form an inseparable part of the agreements and/or the terms for the opening and operation of bank accounts covered by these Terms and Conditions, and shall include, without limitation, the following documents:

- the Supplementary Agreement governing the Relationship Between the Bank of Cyprus Public Company Limited and its Customers.
- the terms of operation of deposit accounts or current accounts without overdraft facilities, current account without overdraft facilities agreements,
- with regards to payment transactions made by card (debit or credit), the Terms and Conditions of Use of Cards,
- and the Table of Commissions and Charges of the Bank of Cyprus, whether or not this has been signed at the time of opening of the bank account.

## 1. DEFINITIONS

1.1. In these Terms and Conditions, unless the context otherwise requires:

«**Account**» means an account held with the Bank in the name of one or more persons which the Bank has agreed that it may be accessed by the User via 1bank (details of the Accounts that can be accessed by the User at any time can be obtained by the User on request from the Bank).

«**Account Holder**» any natural person or legal entity authorised to hold an Account with the Bank.

«**Approved Payee**» means a public utility company or another natural person or legal entity, which has been approved by the Bank as an entity in whose favour an order for payment (Bill Payment) may be given by the User.

«**Bank**» means the Bank of Cyprus Public Company Ltd (HE 165) which has its central offices at 51 Stasinou Street, CY-2002 Strovolos, its successors and assignees and includes any natural persons or legal entities acting on its behalf.

«**Bill Payment**» means the payment into an account of an Approved Payee by Funds Transfer from an Account to the account of the Approved Payee using 1bank.

«**Business Day**» means Monday to Friday except Bank holidays in Cyprus.

«**Credit Transfers**» means the transfer of funds from accounts held with the Bank to accounts held with another bank in Cyprus or abroad and vice versa via 1bank whether these accounts are in the name of the Account Holder or in the name of a third party.

«**Customer Service Agent**» means a Bank employee who assists the User to access and use 1bank via the Customer Service Agent System and to provide general information.

«**Customer Service Agent System**» means the telephone system which allows the User to access and use 1bank by telephone by calling 800 00 800 (or +357 22 128000 for international calls), with the assistance of a Customer Service Agent from 7:45 to 20:00 on Business Days, Saturday and Sunday 8:30 until 20:00.

«**Device / Mechanism Producing Single Use Codes**» means the device or mechanism provided to the User according to his needs after a relevant request at a branch of the Bank or via internet, which generates dynamic passwords for single use that may allow the User to access 1bank and/or to use Services offered by 1bank, whether this device is a DIGIPASS device or not. The Bank may, from time to time and at its absolute discretion, vary the transactions and/or Services requiring use of the Device Producing Single Use Codes and to replace the Device Producing Single Use Codes provided to the User. These Terms and Conditions shall apply for the Device Producing Single Use Codes that has been provided in order to replace an existing one unless notice has been given to the User for a relevant amendment of these Terms and Conditions.

«**Funds Transfer**» means the transfer of funds to and from accounts held with the Bank to other accounts held with the Bank and vice versa, via 1bank whether these accounts are in the name of the Account Holder or in the name of a third party.

«**Interactive Voice Response (IVR)**» means the automated telephone banking system that allows the User to have twenty-four hour access and use 1bank via the telephone number 800 00 800 (or +357 22 128000 for international calls) without any assistance of a Customer Service Agent.

«**Operating Guidelines**» means the guidelines the Bank may issue from time to time governing the use and operation of 1bank which are available at the Bank's branches and/or on the Bank's website [www.bankofcyprus.com](http://www.bankofcyprus.com).

«**Passcode**» means the personal identification number provided and/or created by the User, to be used in conjunction with the User ID of the User and, where appropriate, with the dynamic password produced by the Device Producing Single Use Codes or by another 1bank Payment Instrument the Bank may specify from time to time.

«**Registration Form**» means the application form completed by the Account Holder applying to the Bank for the use of 1bank.

«**Secure Messages**» means the electronic system provided by 1bank for exchanging messages between the Bank and the User and which may be used for any questions, suggestions, complaints or any other comments by the User. The Bank shall not accept instructions for executing any payment transactions through

this electronic system. The Bank shall aim at responding to the User's messages within two Business Days.

«**Terms and Conditions**» means these Terms and Conditions as may be amended, extended or replaced from time to time by the Bank and notified to the User and/or to the Account Holder in accordance with paragraph 17 below.

«**Third Parties**» means natural persons or legal entities in whose favour Funds Transfers or Credit Transfers are made using 1bank and shall include Approved Payees.

«**User**» means any natural person having access to 1bank Services and includes any Account Holder who is a natural person and/or any natural person authorised from time to time by the Account Holder to access particular 1bank Services on his behalf and includes any natural person who may be authorised either as an additional User or in order to replace a current authorized User

«**User ID**» means the number allocated by the Bank to the User for use in conjunction with the Passcode and, where applicable, with the dynamic password created by the Device Producing Single Use Codes or by another 1bank Payment Instrument the Bank may specify from time to time.

«**1bank**» means the 24-hour electronic service provided by the Bank in order to allow the Users of 1bank to have access to and use its Services, including the provision of information, the execution of banking transactions as well as to provide to other persons general information by the telephone, internet or by other means of communication the Bank may determine from time to time.

«**1bank Payment Instrument**» means any personalised device(s) and/or set of procedures agreed between the User and the Bank and used by the User in order to initiate a payment order via 1bank. The 1bank Payment Instruments are the User ID, the Passcode and, where appropriate, the Device Producing Single Use Codes (and the specific agreements for the provision and use thereof as well as the dynamic passwords it generates) and any other Payment Instrument the Bank may provide or specify from time to time as a 1bank Payment Instrument. The Bank may from time to time and at its absolute discretion vary the transactions and/or Services for which the use of any specific 1bank Payment Instrument is required.

«**Services**» means those services provided by the Bank from time to time and which may be varied at the absolute discretion of the Bank, that may be accessed and used through 1bank, in order for the User to inter alia:

- Receive information regarding the statements of his Accounts;
- Effect Fund Transfers;
- To apply for the opening of e- Products that are offered from 1 Bank from time to time;
- To apply for the issuing of debit/credit card/reissue/replacement/activation of existing card, PIN;
- To renew notice accounts / change instructions at the expiry date /or before the expiry date of the account;
- Use any other Services the Bank may offer from time to time through 1bank.

A list with complete details regarding the Services offered is available at 1bank and/or any branch of the Bank and/or at the Bank's website [www.bankofcyprus.com](http://www.bankofcyprus.com).

«**Alerts**» means the service provided by 1bank to the User for the purpose of enabling the User to receive electronic messages containing information that may be provided by 1bank from time to time upon request by the User and/or the Account Holder.

1.2. Without prejudice to paragraph 1.1, the definitions used in these Terms and Conditions and which are not otherwise interpreted shall have the meaning given thereto by the Payment Services Law of 2009 and/or by the Supplementary Agreement governing the Relationship Between the Bank of Cyprus Public Company Limited and its Customers.

1.3. In these Terms and Conditions references to persons shall include legal entities, references to the singular shall include the plural and vice versa and references to any gender shall include all genders.

## 2. USE OF 1BANK AND APPLICATION OF THESE TERMS AND CONDITIONS

2.1. 1bank may be accessed and used by:

(i) A natural person who:

- has completed and submitted a Registration Form to branches or departments of the Bank or has followed the procedure for telephone registration;
- where appropriate, has completed and submitted to the Bank the necessary documents and forms required for his authorisation or for the authorisation of another person as User for accessing 1bank;
- being a User, he has been provided with a User ID by the Bank which indicates the Bank's acceptance of the User's Registration Form;
- being a User, he has been provided with and/or created a Passcode; and
- where appropriate, being a User, has been provided with a Device Producing Single Use Codes or another 1bank Payment Instrument the Bank may specify from time to time.

(ii) A legal entity which:

- has completed and submitted a Registration Form at branches or departments of the Bank;
- has completed and submitted to the Bank the necessary documents and forms required by the bank for authorisation of a User for accessing 1bank;
- the authorized User thereof has been provided with a User ID by the Bank;
- the authorized User thereof has been provided with and/or created a Passcode; and
- where appropriate, the authorized User thereof has been provided with a Device Producing Single Use Codes or another 1bank Payment Instrument the Bank may specify from time to time.

**2.2.** The Bank may, at its absolute discretion and without providing any justification, refuse to accept a Registration Form.

**2.3.** The User may access 1bank for obtaining information about the Account and for giving orders/instructions through the channels of 1bank and in particular via the internet through the Bank's website at [www.bankofcyprus.com](http://www.bankofcyprus.com).

**2.4.** In order to access 1bank, the User shall enter his User ID, his Passcode and, where appropriate, the secret code produced by the Device Producing Single Use Codes or by another 1bank Payment Instrument the Bank may specify from time to time.

**2.5.** The User shall have the option to change the initial Passcode provided by the Bank through the 1bank channels. In the event that the User loses the Passcode, the User may request a new Passcode from a Customer Service Agent or from one of the branches of the Bank. If the Passcode is entered erroneously in three attempts, the Passcode shall be locked automatically and it shall be restored only after contacting a Customer Service Agent.

**2.6.** These Terms and Conditions, as may be amended, shall govern the use of 1bank and the User and the Account Holder shall be bound by them.

**2.7.** The User and/or the Account Holder shall comply strictly with these Terms and Conditions (which aim to minimize the risk of unauthorized use of 1bank) and to indemnify the Bank for any loss or damages that may arise as a result of non-compliance with these Terms and Conditions and any Operating Instructions. The Bank shall not in any circumstances be liable to the User and/or the Account Holder for any direct or indirect loss or any loss of data or loss of profit suffered or incurred by the User and/or the Account Holder.

### **3. PROVISION OF INFORMATION**

**3.1.** The User may be informed about the balance of the Account and/or of the payment transactions that have been executed from and to the Account, through the 1bank channels and/or from any branches of the Bank and/or in any other manner which the Bank deems appropriate.

**3.2.** The Bank currently operates an on-line system, which enables immediate updates of the Accounts. Despite this, the time required for completing the processing of instructions and orders, may vary depending on their nature and whether they can be immediately processed. Accordingly, the User acknowledges and accepts that information regarding the Account balance and the processing of transactions through 1bank is as updated as the Bank's systems permit at the time of the enquiry but it may not include current transactions that have not yet been processed or verified.

**3.3.** The Bank shall not be liable for any damages incurred as a result of the information about the balance of the Account not being accurate or updated or any Account balance information not being accurate or updated.

### **4. AUTHORISATION OF ORDERS**

**4.1.** The User authorises and instructs the Bank to act according to all orders/instructions for the execution of transactions that are received through 1bank, provided that such orders are verified as authorised.

**4.2.** The following is the information that must be provided by the User, depending on the type of transaction, in order for an instruction/order to be considered as authorised by the User in order for the relevant transaction to be executed:

- (a) the User ID,
- (b) the Passcode,
- (c) where appropriate, the dynamic secret code generated by the Device Producing Single Use Codes or by another 1bank Payment Instrument that the Bank may specify from time to time, and
- (d) any other information that the Bank may request.

**4.3.** The authorisation of the User for the execution of a payment transaction shall be notified to the Bank with the receipt of the relevant order for the execution of the transaction through 1bank via the internet, a Customer Service Agent, the Interactive Voice Response (IVR), as well as in any other way that may be specified by the Bank from time to time.

### **5. TIME OF RECEIPT OF PAYMENT ORDERS**

**5.1.** It is the Bank's intention that instructions and orders received through 1bank be processed as quickly as practicable, to the extent possible. In accordance with this policy, it is the Bank's intention that, subject to subparagraphs 5.4, 9.6 and 16.1, the timeframes for the execution of payment orders specified in the present paragraph will apply.

**5.2.** The time of receipt of a payment instruction /order is deemed to be the time when the Bank receives the order for the execution of a transaction transmitted directly by the User. If the time of receipt is after the end of a Business Day in relation to the provision of the specific Service, the payment order shall be deemed to have been received on the following Business Day

**5.3.** The point in time that determines the end of a Business Day, after which any order received through 1bank for a payment transaction shall be deemed to have been received on the following Business Day, shall be, as the case may be and notwithstanding the provisions of the Supplementary Agreement governing the Relationship Between the Bank of Cyprus Public Company Limited and its Customers, the following:

(i) For outgoing Credit Transfers:

- For instructions given via internet or a Customer Service Agent, it shall be at 13.30.

(ii) For outgoing Funds Transfers / transactions between bank accounts held with the Bank:

- For instructions given via internet, a Customer Service Agent and Interactive Voice Response (IVR), it shall be at 18:00.
- The User shall be entitled to request that the outgoing Funds Transfer or Credit Transfer be executed with a value date of the same day of receiving the instruction (same day value) but only if the order has been received before the end of the Business Day (Cut-off Time) in relation to the currency to be used with regards to the instruction. Information regarding the Cut-off Time in relation to each currency is available from the Bank's branches and/or departments and/or via the internet at the website [www.bankofcyprus.com](http://www.bankofcyprus.com).

(iii) For standing order instructions:

- From the Account to an account held with the Bank through any 1bank channel, it shall be at 18:00 of the previous Business Day during which the Account shall be charged for the first time.
- From the Account to an account held with another bank which may be given only through a Customer Service Agent, it shall be at 18:00, of the 24th day of the month preceding the month during which the Account shall be charged for the first time.

(iv) For instructions for direct debits from the Account to the account of an Approved Payee may be given only via [www.bankofcyprus.com](http://www.bankofcyprus.com) or a Customer Service Agent. The instructions and the details contained therein shall be made available by the Bank to the Approved Payee (beneficiary) within seven (7) Business Days from the day the instructions are given. Instructions may be amended or cancelled only via [www.bankofcyprus.com](http://www.bankofcyprus.com).

(v) For payroll payment instructions made through 1bank, it shall be at 13:00 on the Business Day before the proposed day of payment of accounts held with the Bank and at 13:00 two Business Days before the proposed day of payment of the accounts kept with another bank in Cyprus. The approval of the banker of the Account Holder that will be charged is required before the execution of a payroll payment order.

(vi) If the User requests and the Bank agrees for the order to be executed on a specific day in the future or at the end of a certain period or on the day that there are available funds at the Bank's disposal, then the time of receipt of the order shall be deemed to be the time which has been agreed unless such time is not a Business Day; in this event, the payment order shall be deemed to have been received on the next Business Day.

(vii) If the User does not define a date on which he wishes his order to be executed, it shall be deemed that he wishes his order to be executed immediately. This provision shall apply irrespective of any value date that the User may have defined.

(viii) Once an instruction / order by the User is received by the Bank, it shall be irrevocable, unless otherwise provided by the Supplementary Agreement governing the Relationship Between the Bank of Cyprus Public Company Limited and its Customers, as may be amended.

(ix) For the revocation of a payment order:

- For standing orders, which may be only given via internet and a Customer Service Agent, it shall be 17:30 on the day preceding the day of execution. Such a revocation order may only be given for standing orders in favour of an account held with the Bank.
- For direct debit orders, which may be only given through a Customer Service Agent, it shall be 13:30 on the day preceding the charge day.
- The Bank undertakes the responsibility to properly and timely execute orders given by the User, once these are received by the Bank's systems.

**5.4.** The Bank bears no responsibility whatsoever as a result of problems to the operation of the telecommunications network, which does not fall within its jurisdiction or control and may have a negative impact on the proper and timely execution of the orders transmitted. In the event that the User is unable to access certain channels of 1bank in the event of telecommunications failure and/or due to force majeure events, the User may use alternative channels to access the Bank.

**6. OBLIGATIONS OF THE BANK AND THE USER AND/OR OF THE ACCOUNT HOLDER**

**6.1.** The User shall provide and maintain at his own expense telephone, personal computer or other equipment necessary to access 1bank and shall ensure that such equipment satisfies all technical and other requirements that may be specified by the Bank in the Operating Guidelines as they may be amended from time to time.

**6.2.** The User shall ensure that all orders/instructions given by him to the Bank through 1bank are accurate and complete. Without prejudice to paragraph 5, the User cannot revoke or amend instructions and/or orders, which once given shall be final and binding on the User.

**6.3.** The Account shall be charged with all commissions and charges payable from time to time for accessing and using 1bank in accordance with the Table of Commissions and Charges of the Bank of Cyprus, as this may be amended from time to time.

**6.4.** The User shall immediately notify the Bank of any change of address at the address referred to in subparagraph 7.2 below. Failure by the User to do so shall be deemed to be gross negligence.

**6.5.** 1bank shall be used exclusively by the User and always within the limit of the available balance of the Account, which is approved and notified by the Bank in any manner it deems appropriate from time to time to the Account Holder and/or the User. The User shall not use 1bank in excess of the Account's available balance.

**6.6.** The Account Holder and/or the User shall be liable to the Bank for all transactions made through 1bank as well as for all acts and omissions of the Account Holder and/or the User and shall irrevocably authorise the Bank to execute all transactions by charging the Account.

**6.7.** The Account Holder shall be liable for any loss, damage, expense and fees that the Bank may determine that it has suffered due to a breach of these Terms and Conditions by the Account Holder himself or by the User.

**6.8.** When using 1bank, the Account Holder and the User shall comply with applicable legislation and 1bank may not be used for any unlawful purposes.

**6.9.** Failure by the Bank to enforce its rights on the basis of any term of these Terms and Conditions shall not be deemed to be a waiver of its rights.

**6.10.** As part of the authorisation procedure and in order to avoid any unauthorised use of 1bank, the Bank may determine certain internal security limits with a maximum daily limit and/or any other limit determined by the Bank and the Bank may refuse to execute a particular instruction/order. In this event or sporadically in order to avoid fraud, the Bank may request the User to present further information. The Bank shall not be liable for any loss suffered by the Account Holder and/or the User by reason of a delay or refusal to execute a particular instruction/order.

**6.11.** The Bank may refuse to act on the basis of any instruction/order, until it is confirmed in writing and signed by the User and/or by the Account Holder. In such a case, the Bank shall inform the User and/or the Account Holder accordingly.

**6.12.** The Bank may refuse to process any instruction/order where there is suspicion that 1bank has been accessed without authorisation or that a 1bank Payment Instrument was fraudulently used and thereafter it shall act in accordance with the provisions of paragraph 8 of these Terms and Conditions. In such a case, the Bank may request further information to be presented.

The Bank may at any time and at its absolute discretion delay and/or suspend and/or terminate and/or refuse the execution of any order and/or instruction and/or transaction and/or payment pending the completion of all necessary and/or essential checks related to matters of regulatory compliance and/or money laundering and/or financial fraud and/or legislation. The Bank provides information electronically regarding the status and/or processing stage of any order and/or instruction and/or transaction and/or payment through 1bank channels. It is important that the Account Holder and/or User checks carefully and systematically the status and/or processing stage of any order and/or instruction and/or transaction and/or payment, through the electronic information provided by 1bank and if any enquiries arise in relation to their delay and/or suspension and/or termination and/or refusal the Account Holder and/or User must communicate directly with the Bank at the address and/or telephone listed in subparagraph 7.2. The Bank will not be liable for any damage and/or loss suffered by the Account Holder and/or User as a result of the delay and/or suspension and/or termination and/or refusal to execute any order and/or instruction and/or transaction and/or payment for the above mentioned reasons.

The Bank may at any time and at its absolute discretion: (a) request and/or demand from the Account Holder and/or User to terminate the use of Payment Instruments of 1bank Service and/or (b) to limit and/or deny the Account Holder's and/or User's access to 1bank.

The Bank will not be liable for any inaccurate and/or incomplete and/or insufficient information which have been stated/declared by the Account Holder and/or User through 1bank in relation to the execution of any order and/or instruction and/or transaction and/or payment. Consequently, the Bank will not be liable for any

damage and/or loss suffered by the Account Holder and/or User as a result of such acts.

The Bank may at any time and at its absolute discretion extend or limit the products and/or services offered by 1bank and/or decide the hours and days on which 1bank can be used.

The Bank has the absolute right to approve or reject any application for electronic service.

**6.13.** The Customer Service Agent may terminate a telephone call made by a User if the User becomes abusive or engages the Customer Service Agent in vexatious or frivolous requests.

**7. SAFEGUARDING THE 1BANK PAYMENT INSTRUMENTS**

**7.1.** The User shall be obliged to use 1bank Payment Instruments according to these Terms and Conditions. Once the User receives a 1bank Payment Instrument, he shall be responsible for its safe-keeping and the prevention of any fraudulent use thereof and should undertake all necessary actions for their safety, including, but not limited to, the following:

- He shall use his User ID, his Passcode and, where appropriate, the Device Producing Single Use Codes or other 1bank Payment Instruments the Bank may specify from time to time according to these Terms and Conditions and any specific terms governing their use.
- He shall keep at a safe place his User ID, his Passcode and, where appropriate, the Device Producing Single Use Codes or such other 1bank Payment Instruments as the Bank may specify from time to time,
- He shall destroy any notice regarding his Passcode immediately on receipt,
- He shall not disclose his User ID or his Passcode to any other person,
- He shall avoid choosing a Passcode that may be easily determined such as birth dates, telephone numbers etc,
- He shall not note the Passcode on anything carried or associated with the User ID or the Device Producing Single Use Codes or another 1bank Payment Instrument or in any form which is comprehensible or otherwise accessible by a third party,
- He shall not do or omit to do anything that might allow the improper or unauthorised access or use of 1bank,
- He shall be responsible for disconnecting and clearing any information from any telephone, personal computer or other equipment used to access 1bank, before leaving such telephone, personal computer or equipment unattended.

**7.2.** If a 1bank Payment Instrument is stolen, misappropriated, lost, damaged, exposed to abuse or there is a possibility or suspicion of improper or unauthorised use or it is not received within the time expected or the User ID and/or the Passcode has become known to a third person, the User and/or the Account Holder shall immediately and without delay notify the Bank of Cyprus Public Company Limited 1bank, Bank of Cyprus Public Company Limited, 97 Kyrenia Avenue, 2nd Floor, Plati, Aglantzia, CY- 2113, Nicosia, Cyprus, tel. 800 00 800 ( +357 22 128000 for international calls) on Business Days from 7:45 to 20:00, Saturday and Sunday 8:30 until 20:00, or in the event of a change of said information, at any other address or telephone number that may be notified by the Bank from time to time, or at any branch of the Bank. During hours which exceed the aforementioned time schedule or during non-Business Days, the User may lock his User ID by entering 3 times a wrong Passcode.

**7.3.** If the User has sent a notice to the Bank according to subparagraph 7.2, then his User ID, Passcode and, where appropriate, 1bank Device Producing Single Use Codes or another 1bank Payment Instrument the Bank may specify from time to time, may not be used for accessing or using 1bank. If the User wishes to keep having access to 1bank, he should apply to the Bank for the issuing of a new User ID and Passcode, and where appropriate, to provide him with a new Device Producing Single Use Codes or such other 1 bank Payment Instrument the Bank may specify from time to time. The Bank shall have the right to charge the Account with any fees for re-issuing/replacing the 1bank Payment Instrument.

**7.4.** The User shall disclose to the Bank all information he is aware of regarding the circumstances under which a 1bank Payment Instrument was lost, stolen or improperly used or revealed to a third person and the Bank may, at its absolute discretion, provide the Police or another competent authority with any such information. If it is reported that a 1bank Payment Instrument has been lost, stolen or that there is a possibility of improper use or that the User ID and/or the Passcode and/or the Device Producing Single Use Codes or such other 1bank Payment Instrument as the Bank may specify from time to time has been revealed or fallen into the possession of a third person, the said Payment Instrument may not be used thereafter.

**7.5.** The terms concerning the safeguarding of a Payment Instrument contained in more specific agreements for the issuing and use of a Payment Instrument shall not be affected and shall continue to apply.



## 8. BLOCKING OF A 1BANK PAYMENT INSTRUMENT

**8.1.** The Bank may block the use of a 1bank Payment Instrument for objectively and justified reasons, including:

- (i) the safety of the 1bank Payment Instrument,
- (ii) The suspicion of unauthorised use or fraudulent use of the 1bank Payment Instrument,
- (iii) a significantly increased risk that the Account Holder is unable to settle his debt.

**8.2.** In the event that this right is exercised, the Bank shall have an obligation to notify the User and/or the Account Holder, in any manner it deems appropriate, of the blocking of the 1bank Payment Instrument, and the reasons thereof, before the blocking of the 1bank Payment Instrument or immediately thereafter at the latest. The Bank shall not have an obligation to give such notice if such notice is contrary to objectively justified security reasons or is prohibited by other relevant Cypriot or Community legislation.

**8.3.** The Bank shall have an obligation to unblock the 1bank Payment Instrument or replace it with a new one once the reasons for blocking no longer exist.

## 9. LIABILITY OF THE BANK, THE USER AND THE ACCOUNT HOLDER

**9.1.** The User and/or the Account Holder should carefully check the balances and statements of his Accounts when such information is made available in electronic or other form and must immediately and without delay notify the Bank at the address and/or telephone number specified in subparagraph 7.2 above, as soon as he has become aware of any entry in the Account of any unauthorised transaction or a wrongly executed authorised transaction. Failure to immediately notify the Bank (and at the latest within 13 months from the day that the Account has been debited) shall result in loss of his right for rectification of the mistake, if any.

**9.2.** Subject to the provisions of the above subparagraph, if it transpires that the transaction was executed without the authorisation of the User and/or of the Account Holder, express or implied, the Bank shall be obliged to refund the Account with the amount of the payment transaction and to restore the debited Account to the state in which it would have been, had the said transaction not taken place. If there is suspicion of fraud or gross negligence, the Bank shall investigate the transaction and shall restore the debited Account to the state in which it would have been, had the said transaction not taken place, if it transpires that there was no fraud or gross negligence.

**9.3.** Notwithstanding the above paragraph, the Account shall be debited up to a maximum of EUR 150 or the equivalent amount in any currency (or another amount that may be specified by Law) for losses arising until the Bank is notified in accordance to subparagraph 7.2 where the losses arise from the use of a 1bank Payment Instrument which has been stolen, copied, lost, damaged, exposed to abuse by third parties or if the User has not kept safe his User ID, his Passcode and where appropriate, the Device Producing Single Use Codes or such other 1bank Payment Instrument the Bank may specify from time to time.

**9.4.** Notwithstanding subparagraphs 9.2 and 9.3 above and subject to the provisions of subparagraph 9.5, the Account shall be debited with the full amount of losses incurred from transactions carried out by the User and/or any other person who had possession of a 1bank Payment Instrument with the consent of the User and/or the Account Holder and/or who acted under the express or implied authorisation of the User and/or of the Account Holder if the following apply:

- (i) The loss was incurred due to the fact that the User and/or the Account Holder have acted fraudulently, or
- (ii) The loss was incurred due to the failure of the User and/or of the Account Holder to use a 1bank Payment Instrument according to these Terms and Conditions with intent or gross negligence, or
- (iii) The loss was incurred due to the fact that the User and/or the Account Holder failed to comply with their obligations for the safeguarding of a 1bank Payment Instrument, with intent or gross negligence, e.g. due to failure to notify the Bank of a change of address, or
- (iv) The loss results from the breach by the User and/or the Account Holder of one or more of their obligations referred to in these Terms and Conditions with intent or gross negligence, or
- (v) The Bank was not informed of the loss or theft, etc. of a 1bank Payment Instrument as mentioned in subparagraph 7.2 above, with intent or gross negligence.

**9.5.** The Account shall not be debited for any loss incurred from unauthorized transactions where:

- (i) the loss results from the use of a 1bank Payment Instrument before the User and/or Account Holder have received and/or activated same, unless the failure to receive and/or to activate the 1bank Payment Instrument is due to the failure of the User and/or the Account Holder to notify the Bank of his change of address,
- (ii) the User and/or the Account Holder have notified the Bank according to subparagraph 7.2 of these Terms and Conditions about the loss or theft of a 1bank Payment Instrument, or
- (iii) the Bank failed to provide appropriate means described in subparagraph 7.2 above in order to enable the Account Holder and/or the User to notify the Bank

that a 1bank Payment Instrument has been stolen or lost.

**9.6.** The Bank shall not be liable for any failure to comply with its obligations vis-à-vis the Account Holder under these Terms and Conditions:

- (i) if this is due to abnormal or unforeseen circumstances outside the Bank's control which cannot be avoided despite the Bank's efforts to the contrary, or
- (ii) if the non compliance is due to the obligations of the Bank under Cyprus or Community Law.

## 10. ALERTS

The User and/or the Account Owner accept that Alerts shall be transmitted through any delivery channel such as the Internet, the telecommunications network or any other means of communication, on any device such as mobile telephone, pager, personal computer, personal digital assistant or any other equipment indicated by the User, by submitting, through 1bank, the relevant telephone numbers and/or e-mail addresses and/or any other addresses.

The User and/or the Account Owner acknowledge and accept that:

- (i) The Bank is not and shall not be liable for the deletion, part deletion or failure to transmit any messages.
- (ii) The Bank makes no warranty that the Alerts service will be uninterrupted, timely, secure or error-free, or that the service will be available at any particular time or location.
- (iii) The Bank shall not be liable in any way for any loss or damage of any kind, incurred by the User and/or the Account Owner as a result of the content transmitted via the Alerts service.

(iv) The messages shall be transmitted to the telephone numbers and/or e-mail addresses or any other addresses indicated by the User and in the event that the User indicates telephone numbers and/or e-mail addresses and/or any other addresses other than those of the User and/or the Account Owner, the Bank shall not be liable in any way for any loss, damage or inconvenience suffered by the User and/or the Account Owner and/or the person to whom the messages were transmitted.

## 11. JOINT ACCOUNTS

**11.1.** Notwithstanding any instructions or mandates for the operation of a joint account held with the Bank by two or more persons (hereinafter a "Joint Account") the Account Holders of the Joint Account may authorise any person, including one of the Account Holders of the Joint Account, to be a User of 1bank, provided that all Holders of the Joint Account so consent.

**11.2.** If 1bank has notice of a dispute between the Holders of a Joint Account, 1bank shall not execute transactions from and to the said Joint Account until the Bank receives a new written mandate authorising a User from all the Holders of the Joint Account.

## 12. DEATH OF A USER OR ACCOUNT HOLDER

**12.1.** Notwithstanding the death or incapacity of a User and/or of the Account Holder, the Bank shall be entitled to provide all information requested and to execute all instructions given through 1bank with the use of the User ID, the Passcode and where applicable, the Device Producing Codes for Single Use or any other Payment Instrument of 1bank as determined by the Bank from time to time until the Bank has received notice of such death or incapacity.

## 13. DISCLOSURE OF INFORMATION

**13.1.** Information concerning the User and/or the Account Holder will not be disclosed by 1bank except with the express or implied consent of the User and/or the Account Holder, where applicable, or where otherwise required or permitted by Law.

## 14. NOTICES PROVIDED TO AND FROM THE BANK

**14.1.** Subject to the provisions of any Cypriot or Community Law as well as any code of practice, any notice, communication, statement or other document required to be sent or made available to the User and/or the Account Holder by the Bank under these Terms and Conditions shall be sent or made available, inter alia

- (i) by post to the last address given by the User and/or the Account Holder respectively, or
- (ii) electronically, to the electronic address given by the User and/or the Account Holder respectively, or
- (iii) by Secure Messages, or
- (iv) by telephone, or
- (v) by electronic messages to mobile telephones or other electronic devices, or
- (vi) by notifications through 1bank, or
- (vii) by announcement in the press or
- (viii) by documents/forms available at the Bank's branches or on the website [www.bankofcyprus.com](http://www.bankofcyprus.com)

**14.2.** Despite the above, as soon as the User receives any notification regarding 1bank from the Bank, he shall notify the contents of the relevant notification and/or the notification itself to the Account Holder. This subparagraph shall apply vice versa also where the Account Holder receives any relevant notification.

**14.3.** The User and/or the Account Holder may communicate information or notify 1bank, unless otherwise provided by these Terms and Conditions, by telephone or

in writing at the telephone number or at the address set out in subparagraph 7.2 above or at another telephone number or address that may be determined by the Bank from time to time.

**14.4.** The User and/or the Account Holder may send any questions, suggestions, complaints or any other comments to 1bank through Secure Messages. The User and/or the Account Holder may not send through Secure Messages, without limitation, messages requiring immediate response, orders/instructions, instructions concerning cheques, notifications for change of address or other details of the User and/or the Account Holder or notifications required to be made in accordance to subparagraph 7.2.

**14.5.** Any communication and notifications shall be made in Greek or in English.

#### **15. COMMISSIONS AND CHARGES**

**15.1.** The Bank shall have the right to charge a commission and/or fees for execution of transactions through the 1bank channels in accordance with the Table of Commissions and Charges of the Bank of Cyprus which is applicable at the execution time, as this may be amended from time to time, which shall be provided to the User and/or the Account Holder and is available to the User and/or the Account Holder at all the branches of the Bank as well as on the internet through the website [www.bankofcyprus.com](http://www.bankofcyprus.com).

#### **16. AVAILABILITY OF SERVICES AND COMPLAINTS PROCEDURE**

**16.1.** Despite the fact that it is the Bank's intention that 1bank shall be available to the Users 24 hours a day, there will be occasions when due to technical, security, system, maintenance, industrial action, administrative or other reasons (whether within the control of the Bank or not) some or all of the Services normally available through 1bank will not be available. Accordingly the Bank may from time to time, without incurring any liability, temporarily suspend any or all of the 1bank Services.

**16.2.** Failure by the Bank to deliver to the User and/or the Account Holder the expected standard of service or where the Bank, in the opinion of the User and/or Account Holder, has made a mistake, the User and/or the Account Holder may refer to 1bank for clarifications and for correcting any errors. If the User and/or the Account Holder, as the case may be, is dissatisfied and wishes to be informed of the procedure for handling complaints he may request the Bank to provide him with the Bank's relevant informational leaflet.

**16.3.** The Bank may, but shall not be obligated to record or monitor telephone communications for security and training reasons and maintain quality standards for the provision of services. Any such recordings or transcripts may be used as evidence in any dispute and shall be conclusive evidence and proof.

#### **17. VARIATIONS OF THESE TERMS AND CONDITIONS**

**17.1.** The Bank reserves the right at any time to supplement or change these Terms and Conditions to reflect market conditions, good banking practice, the products offered, the Bank's policy and system capabilities, relevant laws or for any other reason. If the change is to the advantage of the User and/or of the Account Holder it will take immediate effect and the User and/or the Account Holder Customer will be notified within 30 days. If the change is neither to advantage or disadvantage of the User and/or the Account Holder, the Bank will give at least 30 days notice, before making the change. If the change is to the User's and/or the Account Holder's disadvantage, the Bank will give at least 60 days notice before making the change. The User and/or the Account Holder will thereafter have the right to terminate this agreement within the 60 day period, subject to the provisions of paragraph 18 and the Account Holder shall have a right to terminate his authorisation to the User by giving written notice to 1bank within this 60 day period, without any extra charges.

**17.2.** Despite the above, as soon as the User receives any notification regarding the amendment of these Terms and Conditions, he shall have an obligation to notify the contents of the relevant notification and/or the notification itself to the Account Holder. This subparagraph shall apply vice versa also in the event that any relevant notification is received by the Account Holder.

**17.3.** The User and/or the Account Holder shall be deemed to have accepted the amendments proposed by the Bank, unless the User and/or Account Holder notifies the Bank that these are not accepted prior to the proposed date of entry into force of the amendment. If the User and/or the Account Holder does not accept the amendment, he may terminate these Terms and Conditions immediately, without charge, prior to the proposed date of entry into force of the amendment, subject to the provisions of these Terms and Conditions and specifically paragraph 18 below. If the Account Holder does not accept the amendment, he may terminate his authorisation immediately by providing written notice to 1bank, without charge, prior to the proposed date of entry into force of the amendment, subject to the provisions of these Terms and Conditions and specifically paragraph 18 below.

**17.4.** The provisions of this paragraph may concern the amendment of any term of these Terms and Conditions including commissions and charges as per paragraph 15.

#### **18. DURATION AND TERMINATION OF THESE TERMS AND CONDITIONS**

**18.1.** These Terms and Conditions shall be in the English language and shall be of indefinite duration. At any time during the term of these Terms and Conditions, the User and/or the Account Holder shall have the right, to receive these Terms and Conditions as well as the information and terms that the Bank is obliged to provide in writing or other durable medium under the Payment Services Law.

**18.2.** The User and/or the Account Holder may terminate these Terms and Conditions by giving notice to 1bank and the Account Holder may terminate his authorisation to the User by giving written notice to the 1bank.

**18.3.** The Bank may terminate these Terms and Conditions at its absolute discretion by giving prior two (2) month notice.

**18.4.** The Bank may terminate with immediate effect these Terms and Conditions as well as the access to 1bank if the User and/or the Account Holder dies, becomes bankrupt or is dissolved or in the event that the Account Holder and/or the User breach these Terms and Conditions or there is suspicion or risk of fraud or suspicious transactions or fraudulent or unauthorised use of 1bank or there is an increased risk of inability to settle the balance of the Account. In such a case, the Bank shall notify the Account Holder and/or the User and/or any third person of its decision as well as of the reasons thereof, prior or immediately after such termination, unless this is contrary to Cyprus or Community. The Bank shall cancel the termination, if it is satisfied that the reasons for termination do not apply.

**18.5.** The User, as soon as he receives any notification by the Bank according to paragraph 18 of these Terms and Conditions, shall have an obligation to notify the contents of the relevant notification and/or the notification itself to the Account Holder. This subparagraph shall also apply vice versa in the event that any relevant notification is received by the Account Holder

**18.6.** Where any charges are imposed on a regular basis for the provision of 1bank, the Account Holder shall be obliged to pay only the proportion of charges due up to the time of termination. The Bank shall be obliged to reimburse any pre-paid charges corresponding to the time after termination.

#### **19. INTELLECTUAL PROPERTY RIGHTS**

**19.1.** It is prohibited to copy, distribute, send or broadcast by electronic or other means, to adapt or re-adapt any material of 1bank without the Bank's prior written consent, as this constitutes intellectual property of the Bank.

#### **20. LINKS FROM THE BANK'S WEBSITE**

**20.1.** The User may be directed from the Bank's website via special links, hyperlinks and banners to websites belonging to third parties, the content of which is the sole responsibility of the said third parties. The Bank does not guarantee their availability and shall not be liable for their content, correctness, legality, completeness, update and accuracy of information provided through these websites as well as for any loss suffered by the User and/or the Account Holder by accessing and using information from such websites.

#### **21. THE PAYMENT SERVICES LAW, THE SUPPLEMENTARY AGREEMENT GOVERNING THE RELATIONSHIP BETWEEN THE BANK OF CYPRUS PUBLIC COMPANY LIMITED AND ITS CUSTOMERS AND OTHER SPECIFIC AGREEMENTS**

**21.1.** 1bank is a method of accessing and using services provided by the Bank. Accordingly, save to the extent that these Terms and Conditions provide otherwise, all mandates/instructions relating to the Account and all terms and conditions applicable to the Account as well as the Supplementary Agreement governing the Relationship Between the Bank of Cyprus Public Company Limited and its Customers remain in full force and effect.

**21.2.** The User and/or the Account Holder may not use 1bank in order to transfer funds from the Account without giving the period of notice required by the terms and conditions applicable to the Account. Accordingly, with regards to any instruction for a Funds Transfer, Credit Transfer, Bill Payment or other transaction involving a withdrawal from the Account, received through 1bank, the Bank may require the User and/or the Account Holder to give the notice of withdrawal required by the terms and conditions applicable to the Account. Failure by the User and/or of the Account Holder to do so respectively may result in a delay in the execution of the instruction or, at the Bank's discretion, the charging of a fee payable to the Bank according to the Bank's practice in force at the time.

**21.3.** The User and/or Account Holder may not use 1bank to create any indebtedness to the Bank or create any overdraft or cause an overdraft or other limit of a current or any other account to be exceeded, unless that indebtedness or limit has been previously agreed by the Bank. Accordingly, any instruction for a Transfer, Credit Transfer, Bill Payment or other transaction involving a withdrawal from the Account received through 1bank, will require that there are sufficient available funds in the Account or a sufficient overdraft or other limit available on the Account in order for the instruction to be executed.

**21.4.** The User and/or the Account Holder acknowledge that Funds Transfers in favour of third parties are made under the express condition that these shall be accepted by the third party. If such third party declines the transaction the Funds Transfer may be reversed, and the User and/or the Account Holder will be notified.

**21.5.** Certain terms of these Terms and Conditions are in compliance with the Law Regulating Payment Services, Law No. 128(I)/2009 that entered into force on the



27th of November 2009. If any term appears not to be consistent with the said Law, the Bank shall comply with the terms of the Law and shall proceed with making any necessary amendments/corrections to these Terms and Conditions in their next printing.

**21.6.** Any documents signed by the Account Holder and/or the User in relation to the provision of Payment Services containing any terms concerning, inter alia, the provision and use of a credit or debit card, the opening and operation of Payment Accounts, the use of 1bank, instructions for direct debits and standing orders, the acceptance by the Bank of orders by telephone/ facsimile/ electronic mail as well as any other documents used by the Bank from time to time shall consist in agreements governing accordingly payment transactions and shall remain in force.

**22. GOVERNING LAW**

**22.1.** These Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of Cyprus and shall be subject to the jurisdiction of Cyprus Courts.

**22.2.** Without prejudice to the above subparagraph, the Bank shall reserve its right to bring an action before the Courts of any other country.

**IMPORTANT NOTE: If you wish to obtain a copy of these Terms and Conditions in larger print, this is available on request.**