

## 1. INTRODUCTION

These Terms and Conditions shall be read in conjunction with and shall form an inseparable part of the agreements and/or the terms for the opening and operation of bank accounts covered by the Terms and Conditions of 1bank, and shall include, without limitation, the following documents:

- the Terms & Conditions of 1bank
- the Operating Guidelines of 1bank
- 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 with or without overdraft facilities agreements
- with regards to payment transactions made by card (debit or credit), the Terms and Conditions of Use of Cards
- 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.

By using the QuickPay service, the User (as defined below) hereby declares that he/she has carefully read, understood and expressly and unconditionally agrees to the content of all the aforementioned documents and/or Terms and Conditions.

## 2. DEFINITIONS

**"QuickPay"** means an electronic system of transfers and/or payments and is a service provided to Users of 1bank, otherwise known as "QuickPay".

**"1bank"** means the 24-hour electronic service provided by the Bank in order to allow the Users of 1bank (as defined in the Terms and Conditions 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.

**"Bank"** means the Bank of Cyprus Public Company Limited.

**"Business Day"** means any day from Monday to Friday except Bank holidays in Cyprus.

**"Passcode"** means the passcode as it is defined in Terms and Conditions of 1bank.

**"Beneficiary"** means the recipient of any transfer and/or payment made through the QuickPay service, whether a private individual or legal person.

**"Services"** mean 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 1bank from time to time
- To apply for the issuing of debit/credit card/reissue/replacement 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
- Use the QuickPay service.

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).

The terms **"Accounts"** and **"Fund Transfers"** have the same meaning as that given to them in the Terms and Conditions of 1bank.

**"User"** means each natural person with access level 'All Services' and in possession of a User ID and Passcode, who applies and uses the 1bank QuickPay service or is authorised by any other Joint Account Holder with access level 'All Services'.

**"User ID"** means the User ID as it is defined in Terms and Conditions of 1bank.

## 3. ELIGIBILITY

All Users are eligible to use QuickPay service.

## 4. TRANSFER LIMITATIONS

The amount transferred and/or paid through the QuickPay service is subject to a daily limit, which is defined on [www.bankofcyprus.com.cy](http://www.bankofcyprus.com.cy) and might be amended by the Bank from time to time, without prior notice to the User.

## 5. TRANSACTION HISTORY

All Users can view and/or access their transaction history by logging into the 1bank service and check their account transaction history and/or the 1bank transaction status. The history is also available through e-statements and/or periodic statements sent by the Bank.

## 6. LIABILITY LIMITATIONS

6.1. The Bank shall not be liable for any damages or losses, including but not limited to direct, indirect, consequential, special, incidental or punitive damages deemed or alleged to have resulted from or caused by using the QuickPay service, but not limited to, an unauthorised and/or fraudulent transaction, unless the User informs and/or notifies the Bank, in a reasonable manner, using the contact details as referred to in Term 8 below, as soon as he/she becomes aware that an unauthorised and/or alleged fraudulent transaction has occurred.

6.2. The Bank shall not be liable for any damages or losses, including but not limited to direct, indirect, consequential, special, incidental or punitive damages deemed or alleged to have resulted from or caused by theft and/or any other way loss of the mobile phone device and/or any bank account number used for transfers and/or payments via the 1bank QuickPay service, unless the User informs and/or notifies the Bank, in a reasonable manner, using the contact details as referred to in Term 8 below, as soon as he/she becomes aware of the theft and/or loss. In such a case the User agrees to alter his/her enrolment information and make all the appropriate changes to disable the use of such device and/or account number. **The User understands that there are risks associated with using a mobile device and/or account number, and that in the event of theft or loss, his/her confidential information could be compromised.**

6.3. The Bank shall in no way be liable for any damages or losses including but not limited to direct, indirect, consequential, special, incidental or punitive damages deemed or alleged to have resulted from or caused by, but not limited to the following scenarios:

- Any loss and/or damages suffered by the User as a result of transfers and/or payments made to unintended recipient(s) or transfers and/or payments made in incorrect amounts, due to the input of inaccurate and/or incorrect and/or incomplete information entered and/or given and/or submitted by the User through the 1bank QuickPay service
- Any loss and/or damages suffered by the User as a result of a beneficiary's decision not to accept a payment made through the 1bank QuickPay service
- Any loss and/or damages suffered by the User as a result of the misuse and/or inability to use the 1bank QuickPay service
- Any loss and/or damages suffered by the User as a result of having insufficient funds and/or credit balance in order to execute the requested transfer(s) and/or payment(s)
- Any loss and/or damages suffered by the User as a result of any acts of government and/or authority and/or any act of God and/or *force majeure*
- Any loss and/or damages suffered by the User, in case his/her account has been closed and/or frozen

## 7. PROHIBITED TRANSFER(S) AND/OR PAYMENT(S)

Transfer(s) and/or payment(s) that violate any law, statute, directive and/or EU directive or Regulation are prohibited through the 1bank QuickPay service and the Bank has the right, but not the obligation, to monitor, block, cancel and/or reverse such payments.

## 8. CONTACT

If any of the following events, but not limited to, occur, the User should, as soon as he/she becomes aware of any such event/s, inform and/or notify the Bank at the contact details as they are provided in the Terms and Conditions of 1bank service (paragraph 7.2) and reiterated hereto:

- (a) Suspicion of an unauthorised transaction
- (b) Suspicion of a fraudulent transaction
- (c) Suspicion of a wrongly executed transaction
- (d) Suspicion that wrong and/or incomplete and/or inaccurate information has been provided and/or submitted to the Bank
- (e) Suspicion that the User ID and/or Passcode has become known to a third person
- (f) Suspicion that the mobile phone device has been stolen and/or lost.

**Contact details:**

Bank of Cyprus Public Company Limited, 97 Kyrenia Avenue, 2<sup>nd</sup> floor, Plati Aglantzia, CY-2113, Nicosia, Cyprus, tel. 800 00 800 (+357 22 128000 for international calls) on Business Days from 7:45 to 21:30, 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/her User ID by entering 3 times a wrong Passcode.

**9. SECURITY**

Without prejudice to Term 7 of the Terms and Conditions of 1bank, if the User has been issued or created any Passcode or other credentials to access the 1bank services and/or the QuickPay service and/or the application through which the QuickPay service is offered, the User agrees not to give or make available such Passcode or other credentials to any unauthorized individual(s), and the User agrees to be responsible for all actions taken by anyone to whom he/she has wrongly provided such Passcode or other credentials.

If the User believes that his/her Passcode or other credentials have been lost or stolen or that someone may attempt to use them to access the 1bank services and/or the QuickPay service without his/her consent, he/she must inform the Bank as soon as he/she becomes aware of that, at the Contact details as they are provided in Term 8 above.

**10. FEES/ CHARGES**

The Bank does not currently charge a fee for the provision of the QuickPay service. However, the User may be charged by other parties (such as telephone communication providers) for receiving SMS (Short Messaging Service) notifications to his/her mobile phone. The User will be responsible for any excess transaction fees that may apply to his/her account/s or fees associated with the use of specific accounts for making transfers and/or payments.

**11. NOTIFICATIONS**

The QuickPay service uses SMS alerts to notify both the User and the Beneficiary, as soon as a payment and/or transfer is completed.

**12. DISCLOSURE OF INFORMATION**

Upon registration with 1bank Quickpay Service, the User gives his/her consent and expressly declares that if other subscribers of 1bank Quickpay Service register his/her phone number in the electronic system of transfers and/or payments it will be revealed to them that he/she is a client of the Bank by disclosing the last six (6) digits of his/her account which he/she has indicated to the Bank, at 1bank Quickpay Service. The Bank shall in no way be liable for any damages or losses, including, but not limited to direct, indirect, consequential, special, incidental or punitive damages deemed or alleged to have resulted from or caused by such disclosure."

**13. TRANSACTIONS VIA QUICKPAY**

When the User transfers money and/or make payments through the QuickPay service, the Beneficiary might not wish to accept such a transfer and/or payment. It is understood that the Bank shall not be liable for any damages resulting from a Beneficiary's decision not to accept a transfer and/or payment made through this service.

**14. INDEMNIFICATION**

The User agrees to indemnify, defend and hold the Bank and its affiliates, officers, directors, employees, consultants, agents and licensors harmless from any and/or all third party claims, liabilities, damages and/or costs (including but not limited to reasonable attorneys' fees) arising from:

- (a) A third party's claim, dispute, action or allegation or infringement, misuse or misappropriation based on information, data, files or otherwise in connection with the QuickPay service or
- (b) User's violation of any law or rights of a third party or
- (c) User's use, or use by a third party, of the 1bank QuickPay service.

**15. ACCEPTANCE**

Please note that by choosing the option "I AGREE/I ACCEPT" this will be considered by the Bank as an express and unconditional acceptance by the User of the Terms and Conditions governing the QuickPay service which he/she has subscribed too.

Furthermore the User confirms that he/she has read and fully understood and accepted the characteristics of the QuickPay service as well as the Terms and Conditions of 1bank.

Moreover, the User ACCEPTS that the Bank has the absolute right at any time to block or suspend the use of the QuickPay service application in case that the Terms and Conditions stated herein and the Terms and Conditions of 1bank are breached and/or in case that this is required by any applicable law.

**16. GOVERNING LAW**

The Terms and Conditions stated herein and the Terms and Conditions of 1bank shall be governed and construed in accordance with the laws of the Republic of Cyprus and shall be subject to the jurisdiction of the Cyprus Courts.

Without prejudice to the above sub-paragraph, the Bank shall reserve its right to bring an action before the courts of any other country.

**17. DECLARATION BY THE USER**

I hereby understand, accept and acknowledge that the combination of my User ID and Passcode which constitute my identity verification by the Bank, is equivalent to my signature and I further agree and accept that the combined use will have the same result and effect as the signature under my own hand irrespective of any certification by any competent authority or agency.

Furthermore, I hereby agree and accept that the Bank will consider/perceive the combined use of my User ID and Passcode as entered by me personally and the Bank will not be liable in the event that my User ID and Passcode is used without my authorization by a third party due to my own negligence and/or recklessness and/or oversight and/or otherwise.