

# Terms & Conditions “BoC Wallet”

## 1. Definitions

For the purposes of this Agreement the following words and expressions shall have the meanings as set out below:

“**Card**” means a credit, debit or prepaid VISA card, both personal and business, which is issued by Bank of Cyprus from time to time and can be registered in the BoC Wallet.

“**Bank**” means the Bank of Cyprus Public Company Limited.

“**Cardholder**” means the person to whom the Card is granted upon his/her request and who agrees to be liable for transactions arising from the use of the Card and includes his personal representatives and heirs.

“**BoC Wallet**” or “**Wallet**” means a digital wallet provided by the Bank, in which all Cards of the Cardholder are registered, by means of which the Cardholder is able to securely conduct mobile payment transactions.

“**BoC Wallet app**” or “**Wallet app**” or “**app**” means the mobile phone application through which the Cardholder may register his/her cards and make use of the Wallet.

“**Contactless Transaction**” means the transaction conducted with the use of the Wallet through the Cardholder’s mobile phone and the “BoC Wallet app”. The transaction is completed without the removal of the mobile phone device from the Cardholder, which must be held at a small distance from the special censor of the POS Terminal, until the system identifies it, records it and approves the transaction.

“**Terms**” means the terms and conditions under which the wallet shall be used.

## 2. BoC Wallet

2.1. The Cardholder may use the Wallet to make contactless transactions using the registered cards for the purchase of goods or services through the POS Terminals.

2.2. Wallet transactions at merchants that participate in the Antamivi card loyalty scheme, will earn points as per the Terms & Conditions of the scheme which can be found in the website of the scheme [www.antamivi.com.cy](http://www.antamivi.com.cy) or the Antamivi mobile app.

2.3. Aiming to the effective and appropriate use of the Wallet, the Cardholder acknowledges and accepts that he/she should strictly follow the instructions and the informational messages that appear at every step during the use of Wallet. The Bank cannot be held liable for any administrative act or transaction conducted through the BoC Wallet by the Cardholder, remaining the latter solely responsible for its consequences.

2.4. If the Cardholder requires a refund due to the cancellation of any transaction conducted through the Wallet, he/she shall contact the merchant, in which the transaction was conducted. In case a transaction dispute arises, the Cardholder, apart from contacting the respective merchant, should also contact the Bank, notifying the reasons for dispute, the transaction details, the applicable merchant address as well as any other information requested per case.

## 3. Registration and Account Security

3.1. In order to use the Wallet, the Cardholder is required to register his/her card/s through customer authentication procedure, by requesting a one-time password that will be send by SMS to the Cardholder’s registered mobile phone number, in order to complete the identification and registration to the Wallet of any Card issued by the Bank.

3.2. To make the card/s available for payment the Cardholder must set a Wallet PIN which has the same equitable effects as that of his/her Personal Identification Number (PIN).

3.3. The Cardholder acknowledges and agrees that:

a) The Bank bears no liability from his/her failure to maintain accurate registration information or his/her omission to receive important information and updates about the BoC Wallet.

b) The Cardholder is responsible for protecting the confidentiality of his/her Wallet PIN, being obliged not to inform any third person about it, write or secure it wherever anyone could have access and especially to his/her mobile phone, laptop, tablet or to any other device through which he/she makes use of his/her Wallet.

c) The Cardholder must not give the permission to any third party to access or use his/her Wallet.

d) The Bank cannot be held liable for any losses the Cardholder may suffer, as a result of unauthorized use or misuse of his/her Wallet.

e) The Cardholder shall remain constantly informed of the security information and the recommendations provided in the Bank’s website, shall abide to them with diligence, acknowledging at the same time that the poor or incomplete implementation and

compliance of the recommended security guidance, may lead to the infringement of the privacy of his/her personal data, as well as to the conduct of transactions by third or non-authorized by him/her parties.

3.4. The Cardholder must contact the Bank at the telephone number 800 00 800 (+357 22 128000 for overseas calls), in any case of:

- a) any unauthorized use of his/her wallet or his/her Wallet PIN,
- b) any suspicion of any fraudulent activity or any data disclosure related to the Bank's cards that are registered in the Wallet or the Wallet itself, or
- c) any other actual or potential security breach relating to his/her Wallet.

3.5. If any of the registered in the Wallet card is lost or stolen, the Cardholder must immediately report this to the Bank.

#### **4. Eligibility for subscription to the BoC Wallet**

The Cardholder may only register to his/her Wallet the Cards that have been issued in his/her name.

#### **5. Use of the BoC Wallet through the mobile application for conducting contactless transactions with the use of mobile phones**

5.1. The Cardholder may conduct contactless transactions at merchants which hold a POS Terminal bearing the mark "contactless" with the use of his/her mobile phone, through the BoC Wallet app.

5.2. The Bank operates the Wallet Service by assigning a new unique digital number to each Card, the last digits of which are depicted in the receipt which is issued by the POS Terminal of the merchant upon completion of each transaction through the above Service.

5.3. The Cardholder may conduct contactless transactions through the Wallet service exclusively with the use of a personal and business credit, debit or prepaid VISA card issued by the Bank.

5.4. The Wallet Service is supported by certain types of mobile phones (smartphones) in which the NFC (Near Field Communication) technology has been incorporated. The storage of the Card's details, as well as the conduct of contactless transactions through the use of NFC technology is carried out safely, according to the international safety standards, set by the International Associations.

5.5. Activation of the Wallet Service, requires the registration of the Cardholder card/s in the BoC Wallet app and the connection of his/her mobile device to the internet.

5.6. After the Cardholder's registration in the Application, the Cardholder, upon selection of the activation of the Wallet Service, must follow the indicated steps which appear on the screen of his/her device and create a four-eight digit secret password of his/her choice Wallet PIN, which will be used thereafter for the completion of each contactless transaction with the use of the Wallet Service.

5.7. In case of incorrect insertion of the Wallet PIN 3 times, the Wallet Service will be blocked and transactions may not be conducted with the use of the mobile phone, until the Cardholder contacts the Bank's Customer Service.

5.8. The Wallet PIN above individualizes the Cardholder and produces the same equitable legal effects as that of his/her Personal Identification Number (PIN). The obligations of the Cardholder referenced under par. 3.3 b above are valid for and apply to the Wallet PIN password.

5.9. In order for the transaction to be executed, the Cardholder must hold his/her mobile device at a small distance from the special sensor of the POS Terminal of the merchant, which bear the mark "contactless" for a few seconds, without the removal of the device from his/her hands. Then, once the transaction is identified and appears on the screen of the device, the Cardholder must type the Wallet PIN and hold once more his/her mobile device at a small distance from the special sensor of the POS Terminal of the merchant for the completion of the approval of the transaction.

5.10. The typing of the Wallet PIN password by the Cardholder is required for the completion of contactless transactions and implies his/her unconditional and irrevocable acceptance and authorization for the charging of his/her Card which is stored in the Wallet with the consideration thereof.

5.11. Each contactless transaction is completed upon connection of the POS Terminal to the Bank's electronic systems, so that the available balance of the account may be checked in real time and the equal charge thereof approved through the respective indication on the POS Terminal (accept/deny) and the issuance of the relevant receipt from the POS Terminal, equivalent to the amount of the transaction which took place, which is delivered to the Cardholder. All the transactions approved shall appear on the Card's activities in the Wallet.

5.12. Apart from the above, the Cardholder may not conduct any other kind of transaction through Wallet Service, such as cash withdrawal from ATMs or branches and internet transactions.

5.13. By analogy to the provisions of par. 3.3 e' above, the Cardholder shall at all times follow and comply immediately with the instructions and suggestions which may be posted in the Bank's website from time to time. Such instructions and suggestions concern the updating of the parameters related to the Service and the security of the transactions conducted through it, including but not limited to the indicated actions for the renewal and updating of the necessary "keys", which are required for the conduct of each contactless transaction through the connection of the mobile phone device to the internet etc.

5.14. Analytical information and instructions for the operation and use of the Service are provided in the BoC Wallet app.

## **6. Charges**

The Bank applies no charges for the provision of the BoC Wallet or the BoC Wallet app. For any changes on the matter, the Wallet holder will individually be informed through the Bank's website or other means of contact.

## **7. Termination and Suspension**

7.1. The Cardholder may terminate his/her Wallet at any time by removing the registered cards from it and by deleting the app.

7.2. The Bank may suspend, discontinue or terminate the Cardholder's access to the use of his/her Wallet and/or my BoC Wallet at any time, immediately and without prior notice to the Cardholder a) in case the Wallet becomes empty of any cards after the deletion of all the registered Cardholder's cards from it, b) for objective safety reasons, if he/she is suspected for conducting fraudulent transactions or/and demonstrating illegal behavior, c) upon suspicion of money laundering and terrorist financing, d) upon relevant application of the card issuer, e) In any case the Cardholder breaches any of these terms, or f) Upon the Bank's discretion, for any other reason. In case of scheduled temporary block of the Service (i.e. due to upgrade workings known beforehand), the Cardholder shall receive a notification for the inability to use the Wallet, along with relevant suggestion to contact the Bank's Customer Service for further information and required actions, if any, for such block cessation. In case of the Service's temporary block, due to emergency and unforeseen reasons, the Bank shall notify the Cardholder by any suitable means.

7.3. The Cardholder agrees that the Bank shall not be held liable for any suspension, discontinuance, termination, change or modification of his/her use or access to the Wallet.

7.4. Upon termination of the Cardholder's access to the BoC Wallet, he/she remains liable for all payments made and other obligations that the Cardholder has undertaken under these terms.

## **8. Liability**

8.1. Nothing in these terms shall exclude or limit the Bank's liability for fraudulent misrepresentation, resulting from negligence by the Bank, its employees or its agents.

8.2. Despite of the Bank having taken all necessary security measures, the Bank cannot be held liable for any damage that may occur to the Cardholder's computer system, device hardware or software or loss of data that results from the use of the Wallet. The Bank does not guarantee that any files that the Cardholder downloads relating to the Wallet are free from viruses, contamination or destructive features. The Bank shall not be held liable for any damage of the Cardholder's devices, used for Wallet purposes, for any reason, including also the lack of the appropriate antivirus programme.

8.3. The Bank does not guarantee that the Wallet will be always available, uninterrupted and in full operating condition. Access to the BoC Wallet may be suspended temporarily and without any prior notice in case of system failure, maintenance or repair or for any reasons beyond the Bank's control.

8.4. The Cardholder will be responsible for any reasonable losses suffered by him/her and/or the Bank, as a result of any breach of these terms by him/her.

8.5. The Bank does not accept and is not liable for the content of other websites or the websites to which they link via hyperlinks or advertising banners.

## **9. General Terms for Wallet Cards**

9.1. Any use of the Wallet by the Cardholder implies the unconditional acceptance on his/ her behalf of these terms as applicable

9.2. The participation in the BoC Wallet service shall be deemed to be an irrevocable and unconditional acceptance of these Terms and of the Terms of Use of the Bank's Cards, as these are posted on the Bank's website.

9.3. These Terms and any amendments thereto shall be governed by Cyprus Law