

Important Information and Bank of Cyprus Terms and Conditions for Apple Pay

Important Information

Please read the below Bank of Cyprus Terms and Conditions for Apple Pay carefully. These Terms are a legal agreement between you and the Bank and govern the use of your Card via Apple Pay.

By accepting these Terms upon your addition, activation or use of your Bank of Cyprus Card in the Apple Wallet, it means that you agree to these Terms. Please be advised that, your mobile, internet and/or network carrier(s), and other third party services or websites available through Apple Pay are subject to their own terms and conditions and privacy policies.

Bank of Cyprus Terms and Conditions for Apple Pay

These Bank of Cyprus Terms and Conditions for Apple Pay are valid as from 26 June, 2019.

1. Definitions

For the purposes of these Terms, the following words and expressions shall have the meanings as set out below:

“Apple” means **APPLE DISTRIBUTION INTERNATIONAL**, an Irish unlimited corporation, having a principal place of business at Hollyhill Industrial Estate, Cork, Ireland.

“Apple Device” means a device created by Apple which supports Apple Pay.

“Apple Pay” means the Apple platform through which you may register your Cards and make use of the Apple Wallet.

“Apple Pay Terms” means any agreement entered between you and Apple in connection with Apple Pay.

“Apple Wallet” means the digital wallet operated by Apple which allows you to register details of your Eligible Cards and by which you are able to make Contactless Transactions and In-app Transactions to participating Merchants with your Apple Device.

“Bank” or “we” means the Bank of Cyprus Public Company Ltd, registered with the Registrar of Companies and Official Receiver in Cyprus (Reg.No.165), having its registered office at 51 Stassinou St., Strovolos 2002, licensed as a credit institution and regulated by the Central Bank of Cyprus. The Bank’s activities are regulated under the legal framework applicable to Cypriot credit institutions licensed by the Central Bank of Cyprus, that can be accessed via this link: <https://www.centralbank.cy/> . The definition also includes its successors, assigns and any person acting on its or their behalf.

“Card” or “Eligible Card” means a credit, debit or prepaid card (including a physical or virtual card or a virtual card number), both personal and business, which is issued by the Bank from time to time and which is eligible for registration on Apple Pay.

“Cards Terms and Conditions” means the relevant terms and conditions under which the Card shall be used by you and which can be found on the Bank’s at <https://www.bankofcyprus.com.cy> .

“Contactless Transaction” means the Card transaction facilitated by the use of Apple Pay through your Apple Device.

“Device Account Number” means a unique number which is created during the registration process linking your Eligible Card to your Apple Device.

“Face ID” means the face recognition feature on your Apple Device.

“In-app Transaction” means the ability of an Apple Device to facilitate the sale of a product or service via an online application.

“Merchant” means the person who agrees to accept a Card as payment for goods or services.

“Passcode” means the four to eight digits security feature that you have chosen as a password on your Apple Device.

“Privacy Statement” means the Bank’s statement on how personal data is processed, which can be found on the Bank’s website.

“Terms” means the present terms and conditions under which Apple Pay shall be used in connection to the Bank’s services.

“Touch ID” means the fingerprint recognition feature on your Apple Device.

“you” means a customer of the Bank, and includes the primary cardholder and each supplementary cardholder or authorised user of an Eligible Card.

2. General

2.1 The Apple Wallet and Apple Pay are provided to you by Apple. These Terms govern your access to and use of your Card via the Apple Wallet and Apple Pay and relate to your relationship with the Bank only. Please download and save, or print a copy of these Terms for your records.

2.2 You must accept these Terms to use your Card via Apple Pay and to register your Card in the Apple Wallet. By accepting these Terms, upon registering a Card in your Apple Wallet, you agree to be bound by these Terms. You should read these Terms carefully together with the Bank’s (i) Cards Terms and Conditions and (ii) Privacy Statement, which continue to apply. The existing Cards Terms and Conditions continue to apply to Card transactions made using Apple Pay. In case of any conflict or discrepancy between these Terms and the Cards Terms and Conditions, the Cards Terms and Conditions shall prevail.

2.3 The Bank reserves the right to amend these Terms from time to time in the same manner as provided in the Bank’s Card Terms and Conditions with respect to amendments to the Cards Terms and Conditions. Upon notification to you by the Bank of any proposed amendment, you may terminate Apple Pay as provided by clause 9 of these Terms. Any continued use of the Apple Wallet for Apple Pay after any relevant notice period for the coming into effect of a proposed amendment shall be deemed to be an implicit acceptance of the amended Terms.

2.4. The Apple Wallet allows you to make purchases with your Eligible Card wherever Apple Pay is accepted. Apple Pay may not be available for all purchase amounts or at all Merchants where your Eligible Card is accepted.

2.5. Apple Pay and the Apple Wallet are provided by Apple and by using them, you are subject to the Apple Pay Terms and to any other Apple agreements or agreements with other third parties (such as your mobile, internet and/or network carrier(s) and other merchants, websites and services integrated in the Apple Wallet) which apply from time to time.

2.6. The Bank is not responsible for the Apple Pay Terms and/or any other agreements you enter into with Apple or with any other third parties in connection with Apple Pay and/or the Apple Pay Wallet,

and the Bank will not be liable to you for the provision, functioning and security of Apple Pay and/or the Apple Pay App.

2.7. Apple, Apple Pay, Face ID, Touch ID and iOS are registered trademarks, and are used under licence from Apple.

2.8. We may allow you to add the same Card to multiple Apple Devices.

2.9. Your Apple Device provider may impose limitations or restrictions to Apple Pay or have minimum software and hardware requirements.

3. Using your Card via Apple Pay

3.1. Upon your registration for Apple Pay:

- a) The Bank will process your personal data in order to allow your Eligible Card to be used for Apple Pay;
- b) The Bank will collect personal data about you from Apple in order to confirm your identity, to check your eligibility for Apple Pay and to help prevent fraud;
- c) The Bank shares anonymised information relating to your Apple Pay transactions with Apple in order to improve and develop its technology; and
- d) The Bank will provide you with your recent Apple Pay transactions as displayed on your Apple Device for your convenience. You can turn this display off at any time within Apple Pay.

3.2. When you use your Card via Apple Pay, you must at all times comply with the applicable provisions of the Cards Terms and Conditions.

Without limitation to the generality of the above, when you use your Card via Apple Pay, you must not:

- a) Use it to do anything illegal;
- b) Use it in a way that could damage the Bank's or Apple's systems or other Apple Pay users;
- c) Do anything that the Bank or Apple tell you not to;
- d) Disobey any laws that apply to the place where you use Apple Pay.

3.3. The Bank, payment networks or Merchants may establish transaction limits from time to time in their own discretion. This may mean that you are unable to complete a transaction that exceeds these limits when you use your Card via Apple Pay.

4. Registration and Account Security

4.1. In order to use Apple Pay, you are required to register your Eligible Card(s) through a combined customer authentication procedure from Apple and the Bank and to:

- a) Create a Device Account Number linking your Eligible Card to your Apple Device by opening the Apple Wallet following the on screen instructions; and
- b) Confirm your identity by entering a one-time password that will be sent by SMS to the mobile number you registered with the Bank.

4.2. You must ensure that only your biometrics are registered for Touch ID and Face ID. If the biometrics of a third party are registered for Touch ID and Face ID on your Apple Device, you will be deemed to have consented to the use of your Card via Apple Pay by that third party and in accordance with the Cards Terms and Conditions and you will be responsible for any transaction carried out via your Apple Wallet by non-authorized parties whose biometrics were stored in your Apple Device.

4.3. In addition to any other obligations or responsibilities you may have under these Terms or the Cards Terms and Conditions, you must take all reasonable steps to maintain the confidentiality of any

information shown or stored on your Apple Device in connection with the use of your Card(s) via Apple Pay. You are solely responsible for the safety and security of the personalised security credentials and other information available on your Apple Device. Without limitation to the generality of the above, you must:

- a) Take all reasonable steps to warrant appropriate security, including Passcode, Touch ID and Face ID where available, on your Apple Device.
- b) Never give anyone else your Passcode or other security details. If you suspect that someone knows them, change them immediately and contact the Bank. Your Passcode shall be subject to the same security and confidentiality requirements applicable to the PIN of your Card(s) as provided by the Cards Terms and Conditions.

4.4. If you change your Apple Device and you wish to continue using Apple Pay you must deactivate your Eligible Card(s) from your existing Apple Device and register for Apple Pay on your new Apple Device.

4.5. Make sure you delete all information in your Apple Wallet when you change your Apple Device or if you provide your Apple Device temporarily to a third party (for example, for repairing purposes).

4.6. Do not use an out-dated version of iOS. Do not install or use an unauthorised modification of iOS. Such mobile operating system could have less features, or could have the Apple Device's features changed in order to work, which may make it less secure, and which means that fraudsters could access your Apple Device and steal your information or money.

5. Liability – Disclaimer of Warranties – Limitation of Liability

5.1. You are solely responsible for the accuracy of the data given by you when you register for the use of your Card via Apple Pay and when you authorise an Apple Pay transaction.

5.2. If your Apple Device has been lost or stolen, you must contact the Bank immediately and use all reasonable endeavours to deactivate your Eligible Card from Apple Pay, including using any available tracking function on your Apple Device.

5.3. If you suspect that someone else knows your Passcode you must change it immediately and suspend the connection of the Card with Apple Pay if necessary. If you let another person access your Apple Device and/or register his/her biometrics for Touch ID or Face ID on your Apple Device, then you will be responsible for any payments they make from your Apple Device in accordance with the provisions of the Cards Terms and Conditions.

5.4. You must contact the Bank on the telephone number 800 00 800 (+357 22 128000 for overseas calls), immediately after becoming aware of (a) any unauthorized use of your Card via Apple Pay; (b) any suspicion of fraudulent activity or data disclosure related to your Card(s) registered in your Apple Wallet; (c) any other actual or potential security breach relating to your Card(s) registered in your Apple Wallet; or (d) the loss or theft of your Apple Device where your Card was linked to the Apple Wallet on this Apple Device.

5.5. Apple Pay is provided by Apple and relies on other third parties such as your mobile, internet and/or network carrier(s) in order to function. To the fullest extent permitted by applicable law, the Bank cannot be held responsible for any delay, interruption or other event that prevents you from using Apple Pay or your Apple Device for any transaction, or anything that goes wrong with Apple Pay or your Apple Device, or anything that compromises your privacy or the security of your transactions.

5.6. The Bank is also not responsible for any loss, injury or inconvenience you suffer as a result of a Merchant refusing to accept Apple Pay.

5.7. THE BANK DOES NOT OPERATE APPLE PAY OR WIRELESS NETWORKS AND HAS NO CONTROL OVER THEIR OPERATIONS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE BANK WILL NOT BE LIABLE TO YOU EITHER DIRECTLY OR INDIRECTLY FOR ANY CIRCUMSTANCES THAT INTERRUPT, PREVENT OR OTHERWISE AFFECT THE FUNCTIONING OF APPLE PAY AND/OR THE APPLE WALLET, SUCH AS THE UNAVAILABILITY OF APPLE PAY AND/OR THE APPLE WALLET OR YOUR WIRELESS SERVICE, COMMUNICATIONS, NETWORK DELAYS, SYSTEM OUTAGES, OR INTERRUPTION OF A WIRELESS CONNECTION. THE BANK DISCLAIMS ANY RESPONSIBILITY FOR APPLE PAY AND/OR THE APPLE WALLET OR ANY WIRELESS SERVICE USED TO ACCESS, USE OR MAINTAIN SUCH SERVICES. THE BANK DOES NOT WARRANT THAT YOU WILL AT ALL TIMES BE ABLE TO USE YOUR CARD VIA APPLE PAY TO COMPLETE A TRANSACTION, THAT A MERCHANT WILL ACCEPT APPLE PAY OR THAT THE USE OF APPLE PAY WILL BE UNINTERRUPTED OR ERROR FREE. USE OF APPLE PAY AND/OR THE APPLE WALLET INVOLVES THE ELECTRONIC TRANSMISSION OF DATA THROUGH THIRD PARTY CONNECTIONS. SUBJECT TO CLAUSE 8, THE BANK CANNOT GUARANTEE THE PRIVACY OR SECURITY OF DATA TRANSMITTED BECAUSE THE BANK DOES NOT OPERATE OR CONTROL THESE CONNECTIONS. THE BANK IS NOT RESPONSIBLE FOR YOUR MOBILE DEVICE OR THE SOFTWARE OR HARDWARE IT CONTAINS AND MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES REGARDING THE SAME. EXCEPT AS OTHERWISE PROVIDED BY LAW, IN NO EVENT SHALL THE BANK, ITS DIRECT OR INDIRECT SUBSIDIARIES, AFFILIATES, AGENTS, EMPLOYEES, SERVICE PROVIDERS OR REPRESENTATIVES BE LIABLE FOR ANY DAMAGES, CLAIMS OR LOSSES INCURRED (INCLUDING DIRECT, COMPENSATORY, INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES) ARISING OUT OF THESE TERMS OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE APPLE PAY AND/OR THE APPLE WALLET, HOWEVER CAUSED, AND WHETHER IN CONTRACT, TORT OR OTHERWISE, AND EVEN IF THE BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5.8. This clause 5 shall survive any termination of these Terms, howsoever caused.

6. Making a Payment

6.1. When you use Apple Pay in stores, you must authenticate payment on your Apple Device using Touch ID, Face ID or your Passcode. When payment is authenticated, your Apple Device provides your Device Account Number to the store's point of sale (POS) terminal. Your payment information is verified by checking the Device Account Number to ensure it is unique and tied to your Apple Device. Payment can subsequently be made from your bank account.

6.2. When you use Apple Pay in apps, Apple Pay receives your Device Account Number and re-encrypts it with a developer-specific key before the transaction information is sent to the app concerned. This key helps to ensure that only the app you are purchasing from can access your encrypted payment information. When your information is verified, payment may then be made from the bank account which is connected to your Card.

7. Charges

7.1. The Bank applies no additional charges to you in relation to the registration of your Card(s) in the Apple Wallet or your use of the registered Card(s) via Apple Pay and/or the Apple Wallet (including for the avoidance of doubt making payments or obtaining refunds using the Cards linked to the Apple Wallet. The Bank reserves the right to do so in the future by providing notification of the charge in accordance with clause 2.3 of these Terms. Upon this notification, you may terminate the use of your Card via Apple Pay as provided by clause 9 of these Terms.

7.2. Transactions made using Apple Pay are subject to the Bank's fees, commissions, interest and charges as explained in the Cards Terms and Conditions.

7.3. Your mobile, internet and/or network carrier(s) may charge you for using data on your Apple Device.

7.4. Other taxes and costs may exist that are not charged by the Bank.

8. Data Protection

8.1. These Terms should be read alongside the Bank's Privacy Statement, which can be found on the Bank's website at https://www.bankofcyprus.com.cy/en-gb/contact_us/privacy-notice/. The Privacy Statement sets out more detailed information about the Bank's use of personal data. You should review the Privacy Statement to ensure that you understand how the Bank processes your personal data and you understand your rights with respect to this processing. The Privacy Statement may be amended or replaced in accordance with the terms stipulated in that document.

8.2. Your Card number expiry date and CVV2 will be transmitted to JCC Payment Systems Ltd for the purposes of completing the registration of your Card with Apple Pay.

8.3. Where Apple requests personal data for the activation or usage of Apple Pay, you provide such personal data on your own initiative. This includes the Card number details required. Any personal data provided at the activation as well as during usage of Apple Pay will be processed by Apple in its capacity as a controller. The Bank is not involved in this processing of your personal data.

8.4. Please also refer to Apple's applicable privacy policy, the Apple Pay & Privacy, and the Apple Pay security and privacy overview which explain how Apple and members of its group process your personal data in their capacity of controller, and your rights with respect to such processing.

8.5 If you have not used Apple Pay for a Card transaction within one month of registering your Card to the Apple Wallet, the Bank will send you a notification reminding you thereof. This communication is performed on the basis of the legitimate interest of Apple to further develop the use of its services.

9. Termination and Suspension

9.1. You may terminate your use of your Card(s) via Apple Pay at any time by removing your registered Card(s) from the Apple Wallet. You do so by selecting the relevant Card in the Apple Wallet, then click on the '...' icon in the top right corner to see the Card details. Scroll to the bottom to find the 'Remove this Card' option. This will instantly remove the Card from the Apple Wallet.

9.2. You can also exercise your right to terminate your use of your Card via Apple Pay by contacting us by phone on the telephone number 800 00 800 (+357 22 128000 if you are calling from overseas).

9.3. In the circumstances set out above you authorise us to continue to process any outstanding transactions on your Card(s).

9.4. Without prejudice to the provisions of the Cards Terms and Conditions, the Bank may refuse or immediately block, restrict, suspend, discontinue or terminate registration of your Card(s) via the Apple Wallet or block or restrict your Eligible Card(s) within the Apple Wallet at any time and without prior notice, when it is justified by any of the following reasons:

- a) for safety reasons, if you are suspected of carrying out fraudulent transactions and/or making illegal use of your Card via Apple Pay or the Apple Wallet; or
- b) upon suspicion of money laundering and terrorist financing;
- c) due to a reasonable request of the issuer of the Card and/or Apple;
- d) when you breach any of these Terms;
- e) if requested or required by the Central Bank of Cyprus or the European Central Bank or the Cyprus Commissioner for the Protection of Personal Data or any other competent supervisory authority;
- f) if otherwise required by applicable law; or
- g) as additionally or otherwise provided under the Cards Terms and Conditions.

9.5. Without limiting its rights as mentioned above and in addition to any rights of termination, cancellation or suspension of your Card(s) as set out in the Card Terms and Conditions, the Bank may also discontinue or terminate your use of your Card(s) via Apple Pay and/or the Apple Wallet at its sole discretion by providing you at least thirty (30) calendar days' prior written notice.

9.6. The provision of Apple Pay and/or the Apple Wallet in general and/or with respect to Cards issued by the Bank may be changed, suspended and/or terminated by Apple at any time without notice to you. Please check Apple's applicable terms and conditions for more information.

9.7. Any termination of these Terms shall be without prejudice to any accrued rights and/or remedies.

10. Waiver

10.1 The Bank's failure to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. Any waiver of any provision of these Terms will be effective only if in writing and signed by the Bank.

11. Severability

11.1 If any provision of these Terms is held to be unlawful, void, invalid or otherwise unenforceable, this shall not affect the validity of any other provision of these Terms. In case one or more provisions of these Terms are invalid or become invalid as a result of any changing legislation, the validity of the remaining provisions shall not be affected thereby.

12. Complaints

12.1. The Bank has an internal complaints handling procedure. If you have any complaint about the enforcement of these Terms by the Bank, you should follow the complaints procedure as set out in the Cards Terms and Conditions (available on the Bank's website).

13. Applicable Law and Jurisdiction

13.1. These Terms and any amendments to these Terms shall be governed by the law of the Republic of Cyprus.

13.2. Any disputes arising from these Terms or in connection with these Terms that cannot be resolved by means of the internal complaints handling procedure referred to in clause 12 of these Terms, will be settled by the competent court in the Republic of Cyprus.