

## Prepaid Cards Terms and Conditions ("Cards Terms and Conditions" or the "Agreement")

These Cards Terms and Conditions govern the relationship between us, the Bank of Cyprus Public Company Limited (H.E. 165), which has its head office at 51 Stasinou Street, CY-2002 Strovolos (the 'Bank') and you.

These Cards Terms and Conditions, as amended from time to time, shall govern the use of Prepaid Cards, and the Cardholder and the holder of the Card Account, if different to the Cardholder (as these terms are defined below) shall be bound by them.

Please read these Cards Terms and Conditions carefully.

These Cards 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 Card Accounts covered by these Cards Terms and Conditions. Also, they shall be read in conjunction with the following documents which are posted on the Bank's official website [www.bankofcyprus.com.cy](http://www.bankofcyprus.com.cy) and are available at the Bank's branches, as amended by the Bank from time to time:

- the Supplementary Agreement governing the Relationship Between the Bank of Cyprus Public Company Limited and its Customers with respect to Payment Accounts,
- the 1bank Terms and Conditions and the Operating Guidelines of the 1bank Service, with respect to Payment Transactions and receipt of information via the 1bank Service and the Bank's Digital Service Channels and
- the Table of Commissions and Charges of the Bank of Cyprus.

Unless otherwise stated in these Cards Terms and Conditions, in case of contradiction between the Cards Terms and Conditions and any of the abovementioned documents, the present terms shall prevail with respect to the use of Cards.

### 1. DEFINITIONS

In these Cards Terms and Conditions, unless otherwise stated herein:

**"Alerts"** is the service provided by the Bank to the Cardholder whereby the Bank sends messages in the form of text messages by telephone (SMS) or push notifications via App to the Cardholder's telephone number or registered device(s) saved in the Bank's systems, providing information to him regarding the requests he makes for authorization of his Transactions, and the responses (approval or rejection) sent by the Bank. This information is given for security reasons and/or for the prevention of fraud.

**"ATM"** means the automatic teller machine which accepts the Card and is operated by the Bank or any third party.

**"Bank"** 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 and licensed by the Central Bank of Cyprus. The definition also includes its successors, assigns and any person acting on its or their behalf.

**"Business Day"** means Monday to Friday except bank holidays in the Republic of Cyprus, when the Bank is open for business as required for the execution of a Transaction. Where applicable, the official holidays of the Euro or other currencies as specified by the payment clearing mechanisms are taken into consideration.

**"Card"** means the PREPAID VISA issued in plastic or other form by the Bank to a person and confers on this person the possibility to effect the Transactions defined in these Cards Terms and Conditions upon which the card is issued and includes any renewals and replacements thereof with other PREPAID VISA cards issued by the Bank to the Cardholder, including without limitation, any contactless card, wearable and/or sticker card.

**"Card Account"** or **"Account"** means an account maintained by the Bank in relation to Transactions incurred from usage of the Card(s).

**"Cardholder"** means the person to whom the Card is issued (at the request of the holder of the Card Account, if different to the Cardholder), and who is given the permission to use the Card in accordance to the Cards Terms and Conditions and includes his personal representatives and heirs.

**"Consumer"** means a natural person who uses the Payment Services acting for purposes other than his commercial or professional activity.

**"Contactless Payments"** means Transactions provided by the service which is explained in detail in paragraph 2(e).

**"Cut-off Time"** means the point in time during any Business Day after which, any Transaction and/or order received in relation to a Card Account, shall be deemed to have been received the next Business Day. This cut-off time regarding each Transaction can be found in the Supplementary Agreement that Governs the Relationship Between the Bank of Cyprus Public Company Ltd and the Customers, as amended from time to time, and is available at the Bank's branches and the Bank's website, [www.bankofcyprus.com.cy](http://www.bankofcyprus.com.cy).

**"Merchant"** means the person/(physical or legal) who/which agrees to accept the Card as payment for goods or services.

**"Micro-enterprise"** means an enterprise that employs less than ten employees having an annual turnover or a balance sheet total not exceeding 2 million Euro.

**"Payment Services"** have the same meaning given by the Provision and Use of Payment Services and Access to Payment Systems Law of 2018.

**"Payment Service Provider"** has the meaning given to the term by the Provision and Use of Payment Services and Access to Payment Systems Law of 2018 and shall include, inter alia, licensed credit institutions as per the meaning of article 2 of the Business of Credit Institutions Law and other licensed Organizations or persons offering Payment Services.

**"Personal Information"** means any information relating to an identified or identifiable natural person ("data subject"); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

**"PIN"** means the Personal Identification Number, issued to or specified by the Cardholder.

**"Reference Exchange Rate"** means the foreign exchange rate used as a basis in the calculation of each currency exchange and which is rendered available by the Payment Service Provider or originates from a source available to the public.

**"Table of Commissions and Charges"** means the table including the commissions, charges or other expenses, as well as information relating to the applicable borrowing rates for the various types of accounts maintained at the Bank. It is available on the official website of the Bank [www.bankofcyprus.com.cy](http://www.bankofcyprus.com.cy) and in all of the Bank's branches.

**"Transaction"** means any transaction whereby cash is deposited, withdrawn or transferred (regarding transfers to and from a prepaid Card Account) or any transaction whereby goods or services are obtained by the use of the Card, the Card number or in any different manner by which the Cardholder gives his authorization to debit or credit the Card Account.

## 2. THE CARD

(a) The Card shall be used by the Cardholder exclusively and always within the limits of the balance available in the Card Account.

(b) The Card is the property of the Bank. The Cardholder must return his Card and any additional Card to the Bank on demand. The Bank may from time to time issue new Cards to replace the existing ones. Such new Cards shall be subject to these Terms and Conditions.

(c) The Cardholder should use the Card only during the validity period shown on it.

**(d)** The holder of the Card Account shall be liable to the Bank for all Transactions that take place with the use of the Card as well as for all acts and omissions of the holder of the Card Account himself/herself and/or, if different and as applicable, the Cardholder.

The holder of the Card Account and, if different, the Cardholder authorize the Bank to settle all Transactions by debiting the Card Account.

The holder of the Card Account shall be liable for any breach of these Cards Terms and Conditions by the holder of the Card Account himself/herself and/or, if different, the Cardholder. Such liability of the holder of the Card Account shall be joint and several with the liability of the Cardholder.

Where the Cardholder is different to the holder of the Card Account, the Cardholder shall be liable (jointly and severally with the holder of the Card Account) for any breach of these Cards Terms and Conditions by the Cardholder himself/herself.

**(e)** In the context of offering a better quality of service to the Bank's customers, the Contactless Payments service is provided, in order to render Transactions faster and easier. During the use of this service the Card does not come into direct contact with the terminal. For Transactions below a certain amount and up to a certain cumulative amount, which remains in restricted levels for security purposes, there is no need to enter a PIN or signature.

**(f)** The Card must not be used to obtain goods, tickets or services for resale in the course of a business or return for cash.

**(g)** The Cardholder must not use their Card for illegal purposes (or allow anyone else to do so)

### **3. AUTHORIZATION OF A TRANSACTION**

**(a)** Subject to paragraph 2(e) above regarding Contactless Payments, a Transaction is authorized by signing the sales draft or inserting the PIN or other personalized security credentials at a point of sale or at an ATM or or the Cardholder's biometrics or as per the instructions of the Merchant, or if the Transaction is made through the internet or in case of postal or telephone order, the Cardholder authorizes the Transaction according to the instructions of the Merchant or the supplier of the goods that may include:

- The insertion of the PIN or any other security code, such as the Cardholder's signature or other personalized security credentials or biometrics of the Cardholder.
- The disclosure of details written on the Card and/or any other information

As part of the Bank's authorization process and in an effort to avoid the misuse of the Card and/or the incidents of fraud, the Bank:

(i) has set certain internal security limits with a maximum limit, daily or other and/or any other per Transaction limit and/or a maximum number of Transactions, daily or for a certain period of time and thus may refuse to authorize a certain Transaction and/or

(ii) may request from the Merchant any further information and/or

(iii) may ask the Cardholder and/or the holder of the Card Account to produce further evidence of his identity. This may also be done for fraud prevention purposes.

The Bank shall not be liable for any damage suffered by the Cardholder and/or the holder of the Card Account as a result of delay or refusal to execute a Transaction, for the reasons mentioned above, to the extent the Bank has

acted reasonably. The maximum internal daily limit and other security limits and/or the per Transaction amount and/or the maximum number of Transactions applicable are adequate to cover the majority of Transactions. Where the Cardholder intends to make a Transaction for a higher amount or a larger number of Transactions, the Cardholder should contact his branch during working hours and inform them as to the time and/or the amount and, depending on the Card Account balance available, there may be an increase/variation of the internal limits.

**(b)** The time of receipt of a payment order, which is received before the Cut-off time, will be the time when the payment order is received by the Bank. The Cut-off time shall vary depending on the Transaction and the origin of the Transaction.

#### **4. REVOCATION OF AN ORDER TO EXECUTE A TRANSACTION**

The payment orders of the Cardholder for the execution of a Transaction cannot be revoked once they have been received by the Bank. If the Cardholder wishes to cancel a Transaction, he should contact the Merchant or the supplier of goods or services.

#### **5. CARD ACCOUNT DEBITING, CREDITING & CHARGES**

**(a)** The Bank may debit the Card Account with the amounts of all Transactions and any other liabilities of the Cardholder and/or the holder of the Card Account with respect to the use of the Card.

Unless otherwise provided in these Cards Terms and Conditions, the holder of the Card Account shall be liable to pay to the Bank all amounts debited to the Card Account provided that the Cardholder had authorized the Transaction in accordance with these Cards Terms and Conditions.

**(b)** The Bank shall also debit the Card Account with annual Card membership fees, commissions, service charges, handling fees and administration fees and expenses. The Bank shall also have the right to debit the Card Account with fees for the re-issue or replacement of a Card and fees for the re-issue of a PIN. Details of all applicable fees, expenses and charges currently in force are shown in the Table of Commissions and Charges of the Bank which is given to the Cardholder during the application for the issuance of a Card and is also available at the website of the Bank, [www.bankofcyprus.com.cy](http://www.bankofcyprus.com.cy), and may be obtained from any branch of the Bank or by telephone by calling the numbers specified in paragraph 7(b).

The Bank shall have the right to vary any fees, costs or charges and/or change the procedure for debiting the abovementioned fees, costs or charges to the Card Account and/or may introduce any other fees and charges in relation to this Agreement, according to the provisions of paragraph 13 and this paragraph.

**(c)** i. In case of cash advances from a Card Account using a Card and/or transfer of cash through a prepaid Card Account, the Card Account will be debited with an amount equal to the cash advance and/or the cash transfer with or without any handling fees according to the Table of Commissions and Charges of the Bank, as may be amended from time to time and which is available at the website of the Bank, [www.bankofcyprus.com.cy](http://www.bankofcyprus.com.cy), and may be obtained from any branch of the Bank.

ii. Cash deposits or withdrawals made to/from the Card Account in the currency of the Card Account through a Bank's ATM shall be credited or debited on the same day unless made after the Cut-off Time or on a day which is not a Business Day, where it will be deemed to be received the following Business Day.

**(d)** In the event of a debit balance of the prepaid Card Account, the holder of the prepaid Card Account must repay the full balance due as detailed in the prepaid Card statement. On any debit balance an interest charge equal to a fixed rate of interest as mentioned in the Table of Commissions and Charges of the Bank under the section 'Cards', is payable to the Bank on that amount, calculated (both before and after any Court judgment) on a daily basis from the date of the debiting of the Transaction amount to the prepaid Card Account. The Bank has the right to amend the aforementioned interest in accordance to paragraph 13.

In addition, the Bank will be entitled to debit the Card Account with charges and expenses on the unpaid balance. Interest and any fees, commissions and charges will be capitalized on 30 June and 31 December of each year, if not paid.

**(e)** The Cardholder and/or holder of the Card Account may be liable for handling fees if any cheque or other remittance is not honored on first presentation.

**(f)** Any Transaction amount made in a currency other than the Euro, will be converted by VISA into Euro, at an exchange rate set by the relevant Cards organization as obtained from customary data sources, and which may be provided or made available to the Cardholder upon request. If the currency of the Card Account is other than the Euro, and the Transaction is made in a currency other than that of the Card Account, then the Bank will convert the amount from the Euro to the currency of the Card Account, at the current exchange rate set by the Bank as obtained from customary data sources, and which may be provided or made available to the Cardholder upon request at the Bank's branches or be obtained from the Bank's website at [www.bankofcyprus.com.cy](http://www.bankofcyprus.com.cy). For all Transactions made in a currency other than the Euro or the Swedish Krona, as well as for Transactions which are made in Euro or Swedish Krona from a Card Account that is in a currency other than Euro, the Card Account will be debited with an administration fee as mentioned in the Table of Commissions and Charges of the Bank under the section 'Cards'.

The total currency conversion charges which apply from time to time to cross-border Card-based transactions which are made from one country in the European Economic Area (EEA) to another, where conversion will take place from the currency of a non-euro country in the EEA to euro, are available for information and comparison purposes on the Bank's website at [www.bankofcyprus.com.cy](http://www.bankofcyprus.com.cy). These charges are expressed as a percentage mark-up over the latest available euro foreign exchange reference rates issued by the European Central Bank (ECB). These charges are indicative and are updated regularly using recently published ECB reference exchange rates and the rates of the card schemes (Visa or Mastercard, as the case may be). However, please be aware that the rates and percentage mark-ups displayed on the Bank's website may differ from the actual currency conversion charge applied to the Cardholder's payment, because:

- ECB, Visa and Mastercard rates and percentage mark-ups may change between updates to the charges.
- Visa and Mastercard convert transactions into euro using the exchange rate applicable on the day the transaction is processed. This processing date may be different to the day that the Cardholder selects as the day of payment on the Bank's website and/or on which the Cardholder makes the payment. This means that the actual rate and percentage mark-up applied could be higher or lower than the rate and mark-up provided in the indicative table on the Bank's website, with respect to the day of payment that the Cardholder had selected on the website.

**(g)** Any obligation arising out of the use of a Card may at any time and at the discretion of the Bank be set-off against not only the balance of the Card Account mentioned in the Card application, but also against the balance of any other account (including any deposit account ) that holder of the Card Account may hold with the Bank (existing or future).

The Bank shall be entitled to exercise its rights under this paragraph in one or more of the following cases:

- in the event the Card Account is in arrears and/or runs in excess of the limits of the balance available in the Card Account and/or
- the Cardholder and/or the holder of the Card Account is/are in breach of the Cards Terms and Conditions and/or
- upon and/or after the termination of the Card Account and/or
- where the Bank has made a demand for the immediate repayment of the total outstanding debit balance of the Card Account, including the principal, interest, interest at the default rate, and other expenses in accordance with these Terms and Conditions and/or the terms and conditions and/or agreements governing the Card Account.

The Bank shall notify the holder of the Card Account promptly after it exercises any of its rights under this paragraph.

**(h)** The Cardholder and/or the holder of the Card Account shall be liable for any loss, damage, expense or cost that the Bank determines it has suffered as a result of any breach of the Agreement by the Cardholder and/or the holder of the Card Account.

**(i)** The Card Account will only be credited with a refund in respect of a Transaction if the Bank has received a refund voucher or any other verification acceptable by the Bank.

**(j)** The Bank shall not be in any way responsible if a Card is not accepted or honored by the Merchant. Further, any dispute between the Cardholder and/or the holder of the Card Account and the Merchant or any third party, concerning any Transaction shall not in any way affect the Cardholder's and/or the holder's of the Card Account liability to pay to the Bank any debt arising out of and/or connected with such Transaction and no claim or counter claim by the Cardholder and/or the holder of the Card Account against any Merchant or third party shall be a defense or counterclaim against the Bank.

## **6. CARD ACCOUNT STATEMENT**

**(a)** The prepaid Card Account statements, which show the executed Transactions and/or the crediting and/or the debiting of the prepaid Card Account, will be provided to the holder of the prepaid Card Account free of charge once a month:

- (i) Electronically, through the Bank's digital service channels (1bank) for holders of prepaid Card Accounts who are physical persons and are 1bank subscribers, and this shall be the agreed method of providing the prepaid Card Account statement for those holders of prepaid Card Accounts who are physical persons and are 1bank subscribers. The prepaid Card Account statements will be available electronically for five (5) years and the holder of the prepaid Card Account is encouraged to print and/or save the prepaid Card Account statements for future use.
- (ii) By post, to all other holders of prepaid Card Accounts.

If the holder of the prepaid Card Account requires from the Bank additional information or wishes to receive information on a more frequent basis than mentioned above or requests that the information be made available in a way other than the agreed method, as explained above, it is agreed that he will be charged according to the Table of Commission and Charges of the Bank, as amended from time to time, and is available at the Bank's branches and the Bank's website, [www.bankofcyprus.com.cy](http://www.bankofcyprus.com.cy).

The Bank reserves the right to send or make available the prepaid Card Account statements using any different method that it deems to be appropriate from time to time, having first duly informed the holder of the prepaid Card Account, and to additionally send such statements by post at its discretion.

It is understood that for the Cardholders of business Cards and Cards issued to minors the agreed method of sending or making available the prepaid Card Account statements shall be by posting a monthly statement.

**(b)** Any information regarding withdrawals from Card Accounts linked with prepaid Cards other than prepaid Card Accounts, will be available through the statement of the linked Card Account, in accordance to the Supplementary Agreement that Governs the Relationship Between the Bank of Cyprus Public Company Ltd and its Customers.

**(c)** The holder of the Card Account shall be obligated to notify the Bank within a reasonable period of time in the event that a Card Account statement was not provided or made available to him so that the Bank may take all necessary actions to make the abovementioned Card Account statement available to the holder of the Card Account. Otherwise, the Bank shall consider that the holder of the Card Account has received the Card Account statement. The holder of the Card Account shall undertake to verify his Card Account statement, whether it is provided to him in writing, or he has access to it through the Bank's digital service channels.

## **7. SAFEGUARDING YOUR CARD, PIN AND OTHER PERSONALIZED SECURITY CREDENTIALS**

**(a)** The Cardholder must use the Card and the PIN according to these Cards Terms and Conditions. In particular, the Cardholder is responsible for safeguarding the Card and preventing the fraudulent use of the Card and the personalized security credentials, including the PIN, and should undertake all necessary actions to ensure their safety including, but not limited to, the following:

- The Cardholder must sign the Card immediately on receipt with a ballpoint pen.
- As soon as he receives the Card, the Cardholder must take care to ensure the safety of the Card and to frequently check that it has not been stolen or lost.
- The Cardholder must not allow any third party to use the Card and/or the PIN and/or any other personalized security credentials.
- The Cardholder must keep the personalized security credentials, including the PIN, confidential at all times including, without limitation, by not disclosing them to anyone or writing them down or inserting them to unknown links or disclosing them to unknown telecalls or otherwise recording them in any way that may be accessible or understood or found by anyone other than the Cardholder.
- The Cardholder must not disclose the number or any other details of the Card unless for purposes of carrying out a Transaction or for purposes of reporting that the Card is lost or stolen.
- The Cardholder should memorize the PIN without recording it and should immediately destroy the PIN notification slip (if such a slip is received).
- The Cardholder should change the PIN once received at an ATM of a Bank, in the case the PIN is received via mail.
- The Cardholder must not create a PIN that is easily traceable like consecutive numbers, e.g.1234, or a birth date or telephone number.
- The Cardholder should cover the keypad during the use of the Card at an ATM or any keypad used to enter the PIN for the execution of any Transaction.
- The Cardholder should ensure that third parties do not overhear/ listen to telephone conversations during which the Cardholder discloses the number or other details of the Card.
- The Cardholder must not disclose the PIN in case of execution of any Transaction via the internet and use only secure payment websites for the execution of Transactions.
- The Cardholder should destroy all Transaction receipts and the Account statements in such a way that the misappropriation of the number or other details of the Card is not possible.
- In general, the Cardholder should read and apply the guidelines published by the Bank at the website [www.bankofcyprus.com.cy](http://www.bankofcyprus.com.cy), regarding the safety of Transactions.

**(b)** If the Card or the PIN is stolen, misappropriated, lost, damaged or liable to misuse or there is a possibility or suspicion of improper or unauthorized use or is not received when due, or if the PIN has become known or there is a suspicion of having become known to another person, the Cardholder must immediately and without delay notify by telephone the Bank, *BANK OF CYPRUS PUBLIC COMPANY LTD, 1BANK SERVICE CALL CENTRE 97, KYRENIA AVE., PLATY AGLANTZIA, P.O. BOX 21472, 1599 NICOSIA-CYPRUS TEL. 800-00-800 or +357-22128000 (from abroad)* (or in case this address changes, to any such address notified to the Cardholder from time to time) or any branch of the Bank or JCC Payment Systems Ltd during non-working hours of the Bank's call center, or if outside Cyprus any Visa call center. For purposes of service improvement and security it is possible that the telephone conversation as per the present paragraph and any other telephone conversation of the Cardholder with the Bank is recorded. Such recordings or transcripts may be used as evidence in any dispute and shall constitute conclusive evidence and proof.

The Cardholder shall disclose to the Bank all information under his possession regarding the circumstances, under which the Card was lost, stolen or misused, the Card Account was misused or the PIN was revealed to a third party and shall proceed to take all steps deemed necessary by the Bank. If a Card is suspected lost, stolen or misused or it is suspected that the PIN has been revealed to a third party, the Cardholder and the holder of the Card Account agrees that the Bank shall provide the police or any other authority - according to any applicable law - with all relevant information. If the Card is reported lost, stolen or liable to misuse or that the PIN has been revealed to a third party, and the Card is then found, it should not be used. Instead, it should be destroyed and returned immediately to the Bank.

#### **8. LIABILITY OF THE BANK AND THE CARDHOLDER FOR UNAUTHORIZED TRANSACTIONS**

**(a)** The Cardholder and/or the holder of the Card Account should carefully check the balances and statements of his Card 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 paragraph 7(b) above, as soon as he becomes aware of any entry in the Card Account of any unauthorized Transaction or a wrongly executed authorized Transaction. Failure to notify the Bank without undue delay and at the latest within 13 months from the day that the Card Account has been debited, shall result in loss of his right for rectification of the mistake, if any.

Where the holder of the prepaid Card Account is not a Consumer or a Micro-enterprise, he shall be obligated to notify the Bank for a Transaction that was not executed or executed wrongly or without authorization without undue delay and, at the latest, within two (2) months from the date of debit or credit, as the case may be.

**(b)** Where the holder of the Card Account is a Consumer or a Micro-enterprise, in the event that he denies having authorized the Transaction or he disputes the correct execution of the Transaction, the Bank shall bear the burden of proving that the Transaction was authenticated, accurately recorded, posted in the Cardholder's Account and not affected by a technical breakdown or deficiency. Where the holder of the Card Account is neither a Consumer nor a Micro-enterprise, the Bank shall not bear such burden of proof.

**(c)** Subject to the provisions of paragraph 8(a) above, if a Transaction was executed without the authorization of the Cardholder, express or implied, and the amount was debited to the Card Account, the Bank shall be obliged to refund the Card Account immediately and no later than by the end of the following Business Day, after being notified of the Transaction, with the amount of the Transaction and, where applicable, to restore the debited Card Account to the state in which it would have been, had the said Transaction not taken place. The Bank reserves the right not to immediately refund where there are reasonable grounds for suspecting fraud.

**(d)** By way of derogation of paragraph 8(c) above, the Card Account shall be debited up to a maximum of EUR 50 or the equivalent amount in any currency (or another amount that may be specified by the Provision and Use of Payment Services and Access to Payment Systems Law of 2018, as amended from time to time) for losses arising



until the Bank is notified in accordance to paragraph 7 (b) where the losses arise from the use of the Card that has been lost or stolen, or of the personalized security credentials, i.e. the PIN, that have been stolen or misappropriated.

This paragraph 8(d) shall not apply if:

- (i) the loss, theft or misappropriation of the Card and/or the personalized security credentials was not detectable to the Cardholder prior to the Transaction, except where the Cardholder has acted fraudulently; or
- (ii) the loss was caused by acts or lack of action of an employee, agent or branch of the Bank or of an entity/third person to which certain activities of the Bank were outsourced.

**(e)** Notwithstanding paragraphs 8(c) and 8(d) above and subject to paragraph 8(f), the Cardholder and/or the holder of the Card Account is not entitled to restitution where losses incurred from Transactions carried out with the consent of the Cardholder or by the Cardholder and/or any other person who had possession of the Card or the personalized security credentials with the consent of the Cardholder and/or who acted under the express or implied authorization of the Cardholder or if:

- (i) the loss was incurred due to the fact that the Cardholder has acted fraudulently, or
- (ii) the loss was incurred due to the failure of the Cardholder to use the Card and/or the personalized security credentials according to these Cards Terms and Conditions with intent or gross negligence, or
- (iii) the loss was incurred due to the fact that the Cardholder failed to comply with his obligations for the safeguarding of the Card and/or the personalized security credentials, as per the provisions of paragraph 7, with intent or gross negligence, e.g. if not notifying the Bank of a change of address, or
- (iv) the loss results from the breach by the Cardholder of one or more of their obligations referred to in these Cards Terms and Conditions with intent or gross negligence, or
- (v) the Bank was not informed of the loss or theft, etc. of the Card and/or the personalized security credentials as mentioned in subparagraph 7(b) above, with intent or gross negligence.

**(f)** The Card Account shall not be debited for any loss incurred from unauthorized Transactions where:

- (i) the loss results from the use of the Card and/or the personalized security credentials before the Cardholder has received and/or activated them, unless the failure to receive and/or to activate the Card is due to the fact that the Bank has not been informed by the Cardholder and/or the holder of the Card Account of a change of address,
- (ii) the Cardholder has notified the Bank according to paragraph 7(b) of these Cards Terms and Conditions about the loss or theft of the Card and/or the personalized security credentials, unless he acted fraudulently or
- (iii) the Bank failed to provide appropriate means described in subparagraph 7(b) above in order to enable the Cardholder to notify the Bank that the Card and/or the personalized security credentials have been stolen or lost, unless he acted fraudulently.

**(g)** If, following the refund of the amount of the Transaction by the Bank, a relevant investigation subsequently concludes that the Cardholder and/or the holder of the Card Account was not entitled to that refund and/or reimbursement, the Bank will reverse the crediting and/or will charge the Card Account with the said amount. The Bank will give the Cardholder and/or the holder of the Card Account reasonable notice before making any such reversal and/or charge.

**(h)** The Bank shall not be liable for any failure to comply with its obligations towards the Cardholder under these Cards Terms and Conditions:

- (i) if this is due to abnormal or unforeseen circumstances outside the Bank's control and 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 the laws of the Republic of Cyprus or the European Union

## 9. LIABILITY OF THE BANK FOR AUTHORIZED TRANSACTIONS

(a) If the Cardholder has authorized a Transaction and provided the following conditions are met, the Bank shall refund to the Card Account the full amount of the Transaction debited to the Card Account:

- the Transaction was initiated by or through the Merchant;
- the Payment Service Provider of the Merchant is located in the European Economic Area (EEA);
- the Cardholder submits a request within eight (8) weeks from the date of debiting the Card Account;
- the authorization did not specify the exact amount of the Transaction and
- the amount of the Transaction exceeds the amount the Cardholder could reasonably have expected, taking into account his previous spending pattern, the conditions of the present Cards Terms and Conditions and relevant circumstances of the Transaction, except where this is due to an increase or decrease associated with currency conversion provided this is according to these Cards Terms and Conditions.

The Bank shall not refund the amount of the Transaction if the Cardholder has given his consent to execute the Transaction and information on the Transaction was provided or made available in an agreed manner to the Cardholder at least four (4) weeks before the date on which the Card Account was debited.

(b) At the Bank's request, the Cardholder shall give the Bank all the necessary evidence as per subparagraph 9(a) in support of his request for refund.

(c) Within ten (10) days from the date of the request for refund the Bank shall refund the amount of Transaction or provide the Cardholder with an explanation as to why it has refused to refund the amount and shall indicate to the Cardholder the bodies to which he may refer the matter, i.e. file a complaint to the national authorities or act according to the provisions of paragraph 16.

## 10. DURATION AND TERMINATION OF THE AGREEMENT

This Agreement shall not have an expiration date and shall continue to be in force until it is terminated by the holder of the Card Account, the Cardholder (where he is not the holder of the Card Account), or the Bank as provided below.

(a) The holder of the Card Account may terminate this Agreement at any time if he notifies the Bank in writing. In that case, the Card connected to the Card Account shall be destroyed and returned to the Bank and this Agreement will be deemed as terminated with respect to the Cardholder.

The Cardholder (where he is not the holder of the Card Account) can terminate this Agreement with respect to the Card by notifying the Bank in writing. In such cases, this Agreement and the Card Account will be deemed as terminated with respect to the holder of the Card Account as well.

(b) The Bank shall have the right to terminate this Agreement in any of the following circumstances:

- (i) if the Cardholder and/or the holder of the Card Account dies or becomes mentally incapacitated,
- (ii) if the Cardholder and/or the holder of the Card Account is declared bankrupt,
- (iii) in the case of legal persons, the holder of the Card Account is placed under liquidation or an application is made by any person for the liquidation of the holder of the Card Account, or the holder of the Card Account is dissolved,
- (iv) where the Card Account or any other account of the Cardholder and/or the holder of the Card Account is used for, or the Cardholder and/or the holder of the Card Account is otherwise engaging in money laundering or any other illegal fraudulent purpose, or the Bank reasonably believes that this has happened or is happening,
- (v) due to a repeated or serious breach of the Prepaid Cards Terms and Conditions by the Cardholder and/or the holder of the Card Account,

- (vi) where there is a reasonable suspicion or risk of fraud or fraudulent or unauthorized use of the Card Account or of a Card and/or of the security features thereof by any person,
- (vii) where the Bank reasonably believes there are suspicious Transactions,
- (viii) where there is an increased risk of inability to settle the balance or in the event of failure of settling the balance of the Card Account,
- (ix) for compliance reasons in accordance with the regulatory framework,
- (x) If the Cardholder and/or the holder of the Card Account, refuse(s) or fail(s) to comply with the "Know Your Customer" (KYC) and/or due diligence procedures under applicable anti-money laundering laws and regulations of Cyprus and/or the European Union and/or directives of the Central Bank of Cyprus and/or the European Central Bank, and refuse(s) or fail(s) to provide, at the Bank's request, any documents, information and other particulars reasonably required to enable the Bank to perform and to be satisfied that it has complied with all necessary "Know Your Customer" and/or due diligence controls in accordance with all applicable anti-money laundering laws, regulations and/or directives,
- (xi) if termination is permitted or required by any applicable law, and/or
- (xii) in general, for objectively justified reasons.

In such cases, the Bank shall notify the holder of the Card Account and/or the Cardholder and/or the relevant person's personal representatives or trustee in bankruptcy or liquidator and/or any person authorized to act on his/their behalf (as the case may be) of the Bank's decision as well as of the reasons behind it before, or shortly after, the termination, unless this is contrary to the laws of the Republic of Cyprus or of the European Union.

The holder of the Card Account and the Cardholder undertake to notify each other (where they are different persons) of any such notification by the Bank.

**(c)** The Bank may also terminate this Agreement without providing any reasoning, by giving two (2) months' notice in writing, or in any other durable medium, to the holder of the Card Account and/or the Cardholder.

Where the holder of the Card Account is neither a Consumer nor a Micro-enterprise, the Bank shall be entitled to terminate this Agreement with immediate effect.

The holder of the Card Account and the Cardholder undertake to notify each other (where they are different persons) of any such notification by the Bank.

**(d)** In case of termination, the holder of the Card Account shall settle in full any debit balance of the Card Account and the Cardholder and/or the holder of the Card Account shall return the Card, destroyed.

Termination of this Agreement shall not affect any rights and remedies of the contracting parties accrued before such termination.

For the avoidance of doubt, termination will not affect the liability of the Cardholder and/or the holder of the Card Account to the Bank existing at that time and, upon termination, the Bank may require the immediate repayment of all amounts owed. Interest and any charges, where applicable, will continue to accrue on the balance outstanding until full repayment.

**(e)** The Bank has the right to keep the abovementioned Card Account open for a period of at least six (6) months from the date of return of the Card to the Bank. During that period of time, adequate funds should be maintained in the said Card Account in order to meet any claims which may arise by the use of the Card before its return and which claims had not been presented to the Bank for payment on or before the return of the Card. Any claims for amounts that may arise after the termination of the Card Account and /or the return of the Card, through the

previous use of the Card at the Cardholder's request and/or authorization, will be charged with interest from the day of the claim and the holder of the Card Account authorizes the Bank to pay the said amounts by debiting any temporary or other account the holder of the Card Account shall keep with the Bank at the time. Fees and charges regarding Payment Services which have not been rendered until the termination shall be proportionately reimbursed by the Bank.

(f) Where the Card Account is closed, the card connected to the Card Account shall be cancelled.

#### **11. BLOCKING OF THE CARD**

(a) The Bank has the right to immediately block the use of any Card or refuse to reissue or renew or replace the Card for objectively justified reasons relating to the security of the Card, the suspicion or risk of fraudulent or unauthorized use of the Card, and/or the PIN and/or the personalized security credentials or relating to suspicious Transactions or the significantly increased risk of inability of the holder of the Card Account to fulfill his liability to pay and/or settle any debit balance according to paragraph 5(d).

(b) In such cases, the Bank shall inform, in accordance with paragraph 14 the Cardholder and/or the holder of the Card Account of its decision and the reasons behind it, before or immediately after the blocking of the Card, unless this is prohibited under the laws of the Republic of Cyprus or of the European Union or such information would compromise objectively justified security reasons.

The holder of the Card Account and the Cardholder undertake to notify each other (where they are different persons) of any such notification by the Bank.

(c) The Bank shall unblock the Card or replace it with a new one once the reasons for blocking no longer exist.

#### **12. REFUSAL TO EXECUTE A PAYMENT ORDER**

(a) The Bank shall be entitled to refuse to execute a payment order and shall not be liable for any loss suffered by the Cardholder and/or the holder of the Card Account, in the following circumstances:

- i) where there is no available balance in the Card Account during the execution of the Transaction,
- ii) where there is an implication or suspicion of fraud or for fraud prevention purposes,
- iii) where there is an implication or suspicion of an illegal Transaction,
- iv) where there is an implication or suspicion of improper use of the Card Account,
- v) where the holder of the Card Account is deceased, if he is a natural person,
- vi) where the Card has surpassed the internal security limit,
- vii) for any other objectively justified reasons (including technical and regulatory reasons) relating to the secure use or illegal use of the Card and the Card Account.

(b) In the event that the Bank refuses to execute a payment order, the Bank shall notify the Cardholder and/or the holder of the Card Account, at the earliest opportunity, of the reasons of the refusal (where possible and provided that such notification is not prohibited by provisions of the laws of the Republic of Cyprus or of the European Union).

(c) The Bank has the right to charge a fee for the refusal to execute a payment order, in accordance with the Table of Commissions and Charges of the Bank which is applicable at the time of the refusal, provided that the refusal is objectively justified.

### 13. AMENDMENTS

**(a)** These Cards Terms and Conditions shall apply to Cards issued pursuant to the provisions of paragraph 2, unless a notification is given to the Cardholder and/or the holder of the Card Account for an amendment.

**(b)** The Bank shall have the right at any time to supplement or amend any term of these Cards Terms and Conditions, including the commissions, fees and charges applicable to Cards and the interest of Card Accounts and any other applicable interest as per paragraph 5, to reflect good banking practice, the products offered, the Bank's policy in accordance with the regulatory framework, system capabilities, to provide clarity to and/or simplify the wording used and/or for one or more of the following reasons or changes as they apply from time to time, where it would be reasonable for the Bank to pass the impact of that reason or change on to the holder of the Card Account and/or the Cardholder:

- the framework of the monetary and credit rules,
- market conditions,
- liquidity costs incurred by the Bank,
- changes to the cost of funding,
- costs incurred by the Bank providing its services,
- changes to market rates and tax rates,
- changes to the Bank's business, systems, services or facilities,
- changes in general law, applicable legislation or regulations,
- decisions, guidelines or recommendations the Bank has to follow, such as those made by a court, regulator or the Financial Ombudsman service,
- changes in or introduction of new technology,
- other reasons for which it would be reasonable for the Bank to make such changes and/or amendments as described above.

The Bank may also make such changes and/or amendments for any other reason whatsoever.

- (i) The Bank will give at least two (2) months' notice before making any change that concerns Payment Services.
- (ii) For any changes that do not concern Payment Services, if the change is to the advantage of the Cardholder and/or the holder of the Card Account it will take immediate effect and the Bank will inform the Cardholder and/or the holder of the Card Account regarding the change within one (1) month. If the change is neither to the advantage or disadvantage of the Cardholder and/or the holder of the Card Account, the Bank will give at least one (1) month's notice before making the change. If the change is to the Cardholder's and/or the holder's of the Card Account disadvantage the Bank will give at least two (2) months' notice before making the change.
- (iii) Any changes to the Reference Exchange Rate shall be applied by the Bank immediately and without prior notice to the Cardholder and/or the holder of the Card Account.

iv. Where the holder of the Card Account is neither a Consumer nor a Micro-enterprise, the amendment may enter into force without prior notice.

**(c)** Unless otherwise specifically provided herein, the Cardholder and/or the holder of the Card Account will be notified for any amendment through any durable medium that the Bank may deem appropriate, according to paragraph 14(a) below.

The holder of the Card Account and the Cardholder undertake to notify each other (where they are different persons) of any such notification by the Bank.

**(d)** The holder of the Card Account and the Cardholder will be deemed to have accepted the amendments proposed by the Bank, unless the holder of the Card Account and/or the Cardholder notifies the Bank that these are not accepted prior to the proposed date of entry into force of the amendment. If the holder of the Card Account and/or the Cardholder does not accept the amendments, he must terminate this Agreement immediately, without charge with respect to the termination, prior to the proposed date of entry into force of the amendment, as described under paragraph 10(a) . In case of termination, paragraphs 10(d) and 10(e) above shall also apply.

It is clarified that if the holder of the Card Account does not accept the amendments and terminates this Agreement as mentioned above, the Card connected to the Card Account will be cancelled and the Agreement will be deemed as terminated with respect to the Cardholder (if different) as well.

#### **14. COMMUNICATION**

**(a)** Subject to paragraphs 6(a), 6 (b) and 14(f) any notification, communication or other document which should be sent to the Cardholder and/or the holder of the Card Account by the Bank pursuant to the present Agreement shall be sent or made available either:

- i. by post to the address given by the Cardholder and/or the holder of the Card Account or
- ii. by electronic means to an electronic address or telephone number given by the Cardholder and/or the holder of the Card Account or
- iii. by making available the document through the internet. The Cardholder and/or the holder of the Card Account will be previously notified by SMS or push notification via App for the disposal of the document through the internet.
- iv. through the Bank's website.

**(b)** The Bank must be notified, by telephone or in writing to the address or telephone specified in paragraph 7 (b), or any other address or telephone that may be communicated to the Cardholder and/or the holder of the Card Account by the Bank from time to time, of any change of address of the Cardholder and/or the holder of the Card Account. Failure of the Cardholder and/or the holder of the Card Account to act pursuant to the present paragraph shall constitute gross negligence as per paragraphs 8(e) and 8(f).

**(c)** Despite the above, as soon as the Cardholder receives any notification by the Bank according to these Cards Terms and Conditions, he shall notify the contents of the relevant notification and/or the notification itself to the holder of the Card Account. This paragraph shall apply vice versa also where the holder of the Card Account receives any relevant notification.

**(d)** The Bank and/or the JCC Payment Systems Ltd being authorized by the Bank, (or any other person which may be announced by the Bank from time to time) may contact the Cardholder by telephone, using the contact details held in the Bank's system, in cases where there is a suspicion of fraud or security threat and/or for operational reasons and/or in an effort to avoid the misuse of the Cardholder's personalized security credentials.

(e) The Bank will never ask the Cardholder to disclose details regarding his PIN or any other personalized security credentials.

(f) Where the holder of the Card Account is neither a Consumer nor a Micro-enterprise, the Bank may but shall not be obliged to make available the information which it has an obligation to provide to Consumers or Micro-enterprises according to the Provision and Use of Payment Services and Access to Payment Systems Law of 2018.

#### **15. USE AND DISCLOSURE OF INFORMATION (FOR NATURAL PERSONS)**

This Agreement should be read alongside the Bank's Privacy Statement, which can be found at the Bank's website at [http://www.bankofcyprus.com.cy/en-gb/contact\\_us/privacy-notice](http://www.bankofcyprus.com.cy/en-gb/contact_us/privacy-notice) (the "Privacy Statement"). The Privacy Statement sets out more detailed information about the Bank's use of Personal Information. The Cardholder and/or the holder of the Card Account should review this Privacy Statement to ensure that he understands how the Bank processes his Personal Information and he understands his rights in respect of it.

#### **16. SERVICE AND COMPLAINTS PROCEDURE**

(a) The Bank does its best to offer a complete service at all times but cannot guarantee it. Failure by the Bank to deliver the standard of service expected by the Cardholder and/or the holder of the Card Account, or if in the opinion of the Cardholder and/or the holder's of the Card Account the Bank has made a mistake it is recommended that the Cardholder and/or the holder of the Card Account initially communicates with his personal customer service officer at the Bank; if not satisfied, he may submit his complaint in any of the following ways:

- i) Through the Bank's website at [www.bankofcyprus.com.cy](http://www.bankofcyprus.com.cy) as stated below:
  - a) By message to the 1bank Service, if the Cardholder is a subscriber of 1bank Service.
  - b) By Webform, if the Cardholder is not a subscriber of the 1bank Service, or
- ii) By calling the 1bank Service at 800-00-800 (+357 -22128000 for international calls) during the working hours of 1bank Service Call Centre), or
- iii) By post, at the following address:

Bank of Cyprus Public Company Ltd,  
 Digital Service Channels (1bank)  
 P.O. Box 21472  
 1599 Nicosia,  
 Cyprus

by printing and completing the "Complaint Submission Form" which is posted on the Bank's website at [www.bankofcyprus.com.cy](http://www.bankofcyprus.com.cy).

In submitting his complaint, the Cardholder and/or the holder of the Card Account must include the following information:

- i) The full name and postal address of Cardholder and/or the holder of the Card Account (as the case may be)
- ii) His ID/passport number

- iii) His e-mail address
- iv) His telephone number
- v) Detailed description of his complaint
- vi) The means by which the Cardholder and/or the holder of the Card Account wishes the Bank to contact him (by telephone/e-mail/post).

Upon receiving the complaint of the Cardholder and/or the holder of the Card Account and no later than two (2) Business Days from its receipt, the Bank shall send an 'Acknowledgement of Receipt of Complaint' to the Cardholder and/or the holder of the Card Account, which shall include a 'Reference Number' of the complaint. This "Reference Number" shall be used by the Cardholder and/or the holder of the Card Account in his communication with the Bank in the future.

The Bank shall investigate the complaint and, proportionate to the nature and information available, shall make efforts to find ways of resolving the matter. The Cardholder and/or the holder of the Card Account shall be notified by the Bank of the proposed way of resolving the complaint as soon as possible and no later than three (3) months from the date of receipt of the complaint by the Bank. As regards complaints relating to Payment Services, the Cardholder and/or the holder of the Card Account will be informed of the proposed way to resolve the complaint no later than fifteen (15) Business Days or, if that is not possible, within thirty-five (35) Business Days provided that the Cardholder and/or the holder of the Card Account is informed of this delay.

If the Cardholder and/or the holder of the Card Account is a natural or legal person, club or charity, trust or a Consumer in general as stated in the relevant legislation, and is not satisfied by the solution suggested by the Bank and the actions it has taken to resolve the complaint or if three (3) months have passed from the date of receiving the 'Acknowledgement of Receipt of Complaint' without having received a pertinent answer, the Cardholder and/or the holder of the Card Account shall have the right to submit his complaint to the Financial Ombudsman within four (4) months.

**(b)** For complaints related to the Provision and Use of Payment Services and Access to Payment Systems Law of 2018 (as amended from time to time), the Cardholder and/or the holder of the Card Account may also refer the matter to the Central Bank of Cyprus at +357 22 71 41 00,

FAX:+35722714959

POSTAL ADDRESS: 80, KENNEDY AVENUE, CY-1076 NICOSIA or P.O.BOX 25529, CY-1395 NICOSIA.

Moreover, the Cardholder and/or the holder of the Card Account may refer his/their complaint to the Financial Ombudsman of the Republic of Cyprus under the Law Relating to the Establishment and Operation of a Single Agency for the out of Court Settlement of Disputes of Financial Nature of 2010, as amended from time to time (The Financial Ombudsman Law), or use the means of out-of-court dispute resolution as explained in the Alternative Dispute Resolution for Consumers Law of 2017, as amended from time to time. For the purpose of the latter Law the Alternative Dispute Resolution body selected by the Bank is the Financial Ombudsman. The Ombudsman's contact details are stated on the website [www.financialombudsman.gov.cy](http://www.financialombudsman.gov.cy).

## **17. CARDS WITH BENEFITS OFFERED BY THIRD PARTIES**

Where, as a result of the issuance and/or use of the Card, the Cardholder and/or the holder of the Card Account is entitled to benefits/privileges offered by a third party (legal or natural person) who is an associate of the Bank, the Bank shall not be liable for non-compliance with the terms of the benefits/privileges scheme and/or refusal and/or failure of the associate to offer the Cardholder and/or the holder of the Card Account the benefits/privileges, as these are notified to the Cardholder and/or the holder of the Card Account from time to time, and generally for the administration of the benefits/privileges scheme and the provision of services to the Cardholder and/or the holder of the Card Account by the said associate.



## 18. VARIOUS

**(a)** With the acceptance of these Cards Terms and Conditions the Cardholder and/or the holder of the Card Account agrees to the use of the Alerts and accepts the following:

- i. the Bank will not be responsible for the deletion or partial deletion or failure in the transmission of any messages.
- ii. the Bank does not guarantee that the Alerts service will be continuous, chronologically consistent, safe or correct or that it will be available at any time or place.
- iii. the Bank is not liable for any loss or damage of any kind sustained by the Cardholder and/or the holder of the Card Account as a result of the contents of the message transmitted through the Alerts.
- iv. the messages will be sent to the telephone number or to the registered device(s) of the Cardholder and/or the holder of the Card Account as this/these is/are registered in the Bank's system. In case of a change to the telephone number or to registered device(s) the Cardholder and/or the holder of the Card Account shall notify the Bank accordingly or disable push notifications on the previously registered device. Where the Cardholder and/or the holder of the Card Account indicates an incorrect telephone number or an incorrectly registered device, the Bank shall not be liable for any loss, damage, inconvenience or disclosure of information to third parties that may be sustained by the Cardholder and/or the holder of the Card Account or any third party.

**(b)** The Bank may without the consent of the Cardholder and the holder of the Card Account assign its rights and obligations arising from this Agreement. Further, it is agreed that the rights and obligations of the Cardholder and the holder of the Card Account arising from this Agreement may not be assigned without the prior consent of the Bank.

**(c)** Any reference in this Agreement to the masculine shall include the feminine and the neutral and the singular shall include the plural and vice versa.

**(d)** Section titles are included for convenience purposes only and shall not in any way affect their interpretation.

**(e)** Failure of the Bank or the Cardholder and/or the holder of the Card Account to enforce their rights arising from any term of this Agreement shall not be deemed to be a waiver of their rights.

**(f)** This Agreement is made in the English language and any communication and/or notifications shall be made in English.

**(g)** The Cardholder and/or the holder of the Card Account shall have the right, at any time during the contractual relationship, upon request, to receive in printed form or in other durable medium these Cards Terms and Conditions, as these may be amended from time to time.

**(h)** This Agreement shall be governed by the Laws of the Republic of Cyprus and the Courts of the Republic of Cyprus shall have jurisdiction to settle any dispute which may arise from or in relation to this Agreement.

. This provision does not affect the rights of the Bank or the Cardholder and/or the holder of the Card Account to take legal measures before the Courts of any other country which may have jurisdiction.

**(i)** Certain terms of the Agreement are in compliance with the Provision and Use of Payment Services and Access to Payment Systems Law of 2018 (31(I)/2018) that came into effect on 18<sup>th</sup> April 2018 (as amended from time to time). If it transpires that any term is not in accordance with the abovementioned legislation, the Bank shall comply with the provisions of the legislation and shall make all the necessary amendments/corrections of the Agreement in their next revision.