

These 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 Stassinou Street, Strovolos 2002 (the 'Bank') and you.

These Terms and Conditions shall be read in conjunction and shall form an inseparable part of the agreements and/or the terms for the opening and operation of Accounts covered by these Terms and Conditions. They shall also be read in conjunction with the following documents:

- the Supplementary Agreement governing the Relationship Between the Bank of Cyprus Public Company Limited and its Customers,
- the terms of operation of deposit accounts or current accounts without overdraft facilities and fixed deposit accounts,
- with regards to Payment Transactions made with the use of Card (debit, credit or prepaid), the Cards Terms and Conditions and the Prepaid Cards Terms and Conditions
- the Table of Commissions and Charges of the Bank of Cyprus and
- the Operating Guidelines of the 1bank Service.

Unless otherwise stated herein, in case of conflict between the 1bank Terms and Conditions and any of the aforementioned documents, the present Terms and Conditions shall prevail.

The User and the Account Holder (if they are not the same person) hereby declare they have carefully read, understood and explicitly and unreservedly agreed with the content of all the terms of this Agreement as these may be amended by the Bank from time to time and are available at all the Bank's branches and at the Bank's website at [www.bankofcyprus.com.cy](http://www.bankofcyprus.com.cy).

## 1. DEFINITIONS

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

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

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

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

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

«**Payee**» (**Beneficiary**) means the natural, legal or other person or group of persons who is the intended Payee which have been the subject of the Payment Transaction.

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

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

«**Credit Transfers**» means the Payment Service for crediting a Payee's Payment Account with a Payment Transaction or a series of Payment Transactions from a Payer's Payment Account by the Payment Service Provider which holds the Payer's Payment Account, based on an instruction given by the Payer.

«**Single Sign On**» means the Service offered by 1bank with which the user gains access to connected platforms of third parties without any further sign on codes.

«**Reference Interest Rate**» means the interest rate used as a basis for the calculation of interests and which originates from a source available to the public which may be verified by each party of this Agreement.

«**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 Payment Transaction. Where applicable, the official holidays of the Euro or other currencies as specified by the payment clearing mechanisms, are taken into consideration.

«**Value Date**» means the reference point in time used by the Payment Service Provider for the calculation of interest on the funds with which a Payment Account is credited or debited.

«**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 [<http://bankofcyprus.com.cy/en-gb/retail/the-bank/commissions--charges/commissions--charges-in-effect/>] and in all of the Bank's branches.

«**Consumer**» means a natural person making use of Payment Services acting for purposes other than his commercial or professional activity.

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

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

«**Call Centre Agent or Customer Service Agent**» means a Bank Call Centre employee that offers telephone assistance to Users for services described herein with.

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

«**Payment Account**» means the Account used for the execution of Payment Transactions.

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

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

«**Messages**» means the electronic system provided by 1bank for exchanging messages between the Bank and the User and which may be used for any questions, suggestions, complaints or any other comments by the User. The Bank shall not accept orders for executing any Payment Transactions through this electronic system, except where it will be expressly allowed by the Bank, as this will be announced from time to time. The Bank shall aim at responding to the User's messages within two Business Days.

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

«**Terms and Conditions**» means these terms and conditions as may be amended, extended or replaced from time to time by the Bank and notified to the User and/or to the Account Holder in accordance with paragraph 18 below.

«**Payment Initiation Service Provider or PISP**» means the Payment Service Provider which offers a service to initiate a Payment Transaction at the request of the User and/or the Account Holder with respect to an Account.

«**Account Information Service Provider or AISP**» means the Payment Service Provider which offers an online service to provide consolidated information on one or more Payment Accounts held by the Account Holder with the Bank or with more Payment Service Providers.

«**Payment Service Provider**» has the same meaning given by the Provision and Use of Payment Services and Access to Payment Systems Law of 2018.

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

«**Payer**» means a natural, legal or other person or group of persons who holds a Payment Account with the Bank and allows a payment order from that Payment Account.

«**Micro-enterprise**» means an enterprise that employs less than ten employees and has an annual turnover or a balance sheet total not exceeding 2 million Euros.

«**Payment Transaction**» means an act initiated by the User and/or the Account Holder and/or through a PISP of placing, transferring or withdrawing funds, irrespective of any underlying obligations between the parties.

«**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.

«**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.

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

«**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 Street, Strovolos 2002 and licensed by the Central Bank of Cyprus. The definition also includes its successors, assignees and any person acting on its or their behalf.

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

«**Third Party Providers or TPPs**» means Payment Initiation Service Providers (PISPs) and/or Account Information Service Providers (AISPs) and/or payment service providers issuing card-based payment instruments in each case who have been authorized or registered by the relevant national competent authority in the EU pursuant to the Provision and Use of Payment Services and Access to Payment Systems Law of 2018, or such other national law implementing legislation in respect of Directive (EU) 2015/2366.

«**Payment Service**» has the same meaning given by the Provision and Use of Payment Services and Access to Payment Systems Law of 2018.

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

- Receive information regarding the statements of his Payment Accounts;
- Effect Fund Transfers;
- Apply for the opening of e-Products that are offered from 1bank from time to time;
- Apply for the issuing of debit/credit card or the reissue/replacement/activation of existing card and card PIN;

- Provide a Notice for a transfer or a withdrawal from Notice Accounts / change orders at the expiry date or before the expiry date of the Account;
- Renew fixed deposit Account(s);
- Gain access to other connected platforms through Single Sign On;
- Apply for the purchase and/or replacement of products and/or Services offered by the 1bank Service and/or by the Bank from time to time, provided that certain criteria, as will be announced by the Bank from time to time, are met;
- Activate products and/or Services offered by the 1bank Service and/or by the Bank from time to time, provided that certain criteria, as will be announced by the Bank from time to time, are met;
- Apply for the issuance and/or change of the PIN used for certain products and/or Services offered by the Bank, as may be amended from time to time and which will be shown at the Bank's website, provided that certain criteria, as will be announced by the Bank from time to time, are met;
- Use any other Services the Bank may offer from time to time through 1bank.

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

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

«Cut-off time» means the point in time during the term of any Business Day beyond which any payment order for a Payment Transaction received in relation to the Account shall be deemed to have been received on the following Business Day.

**1.2.** Without prejudice to paragraph 1.1, the definitions used in these Terms and Conditions and which are not otherwise interpreted shall have the meaning given thereto by the Provision and Use of Payment Services and Access to Payment Systems Law of 2018 and/or by the Supplementary Agreement governing the Relationship Between the Bank of Cyprus Public Company Limited and its Customers.

**1.3.** In these Terms and Conditions references to persons shall include legal entities (unless otherwise specified herein and unless otherwise provided by any applicable law), references to the singular shall include the plural and vice versa and references to any gender shall include all genders.

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

**2.1.** 1bank may be accessed and used by:

- (i) A natural person who:
  - has completed and submitted a Registration Form to branches or departments of the Bank or has followed the procedure for telephone registration;
  - where appropriate, has completed and submitted to the Bank the necessary documents and forms required for his

authorization or for the authorization of another person as User for accessing 1bank;

- being a User, has been provided with a User ID by the Bank which indicates the Bank's acceptance of the User's Registration Form;
  - being a User, has been provided with and/or created a Passcode; and
  - where appropriate, being a User, has been provided with a Device / Mechanism Producing Single Use Codes or another 1bank Payment Instrument the Bank may specify from time to time.
- (ii) A legal entity which:
- has completed and submitted a Registration Form at branches or departments of the Bank;
  - has completed and submitted to the Bank the necessary documents and forms required by the Bank for authorization of a User for accessing 1bank;
  - the authorized User thereof has been provided with a User ID by the Bank;
  - the authorized User thereof has been provided with and/or created a Passcode; and
  - where appropriate, the authorized User thereof has been provided with a Device Producing Single Use Codes or another 1bank Payment Instrument the Bank may specify from time to time.

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

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

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

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

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

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

## 3. AUTHORISATION OF ORDERS

**3.1.** The User authorizes and instructs the Bank to act according to all orders for the execution of transactions that are received through 1bank or a TPP acting on behalf of the User and/or Account Holder, provided that such orders are verified by the Bank as authorized by the Account Holder in accordance with these Terms and Conditions or in accordance with the authorization procedures of the TPP.

**3.2.** The following information must be provided by the User, depending on the type of transaction, for an order to be considered as authorized by him and the relevant transaction to be executed:

- (iii) the User ID,
- (iv) the Passcode,
- (v) where appropriate, the dynamic secret code generated by the Device / Mechanism Producing Single Use Codes or by another 1bank Payment Instrument that the Bank may specify from time to time,
- (vi) in case of Accounts that operate with multiple signatures, the User ID, Passcode and, where appropriate, the dynamic secret code generated by the Device / Mechanism Producing Single Use Codes or by another 1bank Payment Instrument that the Bank may specify from time to time, of all authorized signatories and
- (vii) any other information that the Bank may request, i.e. payee's name, payee's account number, payee's Payment Service Providers, response to security questions.

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

**3.4.** Where the User initiates a Payment Transaction through a PISP, he will need to comply with the authorization procedures agreed with the PISP.

#### **4. TIME OF RECEIPT OF PAYMENT ORDERS AND EXECUTION TIMES**

**4.1.** It is the Bank's intention that orders received through 1bank be processed as quickly as practicable, to the extent possible. In accordance with this policy, it is the Bank's intention that, subject to subparagraphs 4.4, 8.9 and 17.1, the timeframes for the execution of payment orders specified in the present paragraph will apply.

**4.2.** The time of receipt of a payment order given via 1bank received before the Cut-off time, is deemed to be the time that the Bank receives the order for the execution of a Payment Transaction transmitted directly by the User or any third party provider ('TPP') authorized for this by the User and/or the Account Holder. If the time of receipt, is after the Cut-Off time in relation to the provision of the specific Service, the payment order shall be deemed to have been received on the following Business Day.

**4.3.** The 1bank Cut-Off time shall be, as the case may be and notwithstanding the provisions of the Supplementary Agreement governing the Relationship Between the Bank of Cyprus Public Company Limited and its Customers, the following:

- (i) For outgoing Credit Transfers/ Transfers to other banks:  
Shall be at 13:30.

- (ii) For outgoing Funds Transfers/Payments between accounts held with the Bank:

Shall be at 17:00.

The User shall be entitled to request that the outgoing Credit Transfer be executed with a Value Date of the same day of receiving the order (same day value) but only if the order has been received before the Cut-off Time in relation to the Transaction currency. Information regarding the Cut-off Time in relation to each currency is available at the Bank's branches or at [www.bankofcyprus.com.cy](http://www.bankofcyprus.com.cy).

- (iii) For standing order orders:

From the Payment Account to an account held with the Bank through any 1bank digital service channel, it shall be at 20:00 of the previous Business Day during which the Payment Account shall be charged for the first time.

- (iv) For payroll payment or other group Payment Transactions made through 1bank, it shall be at 13:30 of the proposed day of payment to accounts held with the Bank and at 13:30 one (1) Business Days before the proposed day of payment to the accounts kept with another bank in Cyprus or abroad. Payroll payment or group Payment Transactions submitted with a past execution date, shall be deemed to be submitted with the current date. The approval of the personal Customer Service Officer of the Account Holder that will be charged, may be required before the execution of a payroll payment or other group Payment Transaction.

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

- (vi) The Bank undertakes the responsibility to properly and timely execute orders given by the User, once these are received by the Bank's systems.

- (vii) Once an order by the User is received by the Bank (including where it is made by the User through a TPP) it shall be irrevocable. In the case of an order initiated through a TPP, the User generally cannot revoke it after giving consent to the TPP to initiate the Payment Transaction.

- (viii) In some cases the payment order may be revoked by informing the Bank through the 1bank digital service channels, as follows:

- For standing orders, which may be only given via the 1bank digital channels, it shall be 20:00 on the day preceding the day of execution. Such a revocation order may only be given for standing orders in favour of an account held with the Bank.
- For Payment Transactions with a future execution date, it shall be 23:59 on the day preceding the day of execution, or if it has not yet been approved for execution by the authorized signatory/ies.

**4.4.** The Bank bears no responsibility whatsoever as a result of problems to the operation of the telecommunications network, which does not fall within its jurisdiction or control and may have a negative impact on the proper and timely execution of the orders transmitted. In the event that the User is unable to access certain

digital service channels of 1bank due to telecommunications failure and/or due to force majeure events, the User may use alternative channels to access the Bank.

**4.5.** Where the Bank acts as the Payment Service Provider of the Account Holder:

TYPE OF PAYMENT TRANSACTION	TIME FRAME OF EXECUTION
Payment Transaction in Euro, to a bank account of the Payee maintained within the Republic of Cyprus	Within the next Business Day from the date of receipt of the Payment Order by the Bank at the latest
Payment Transaction in Euro to a bank account of the Payee maintained in a Member State	
Payment Transaction in Euro by charging a Payment Account maintained in another currency, to a bank account of the Payee maintained in a Member State	Within four (4) Business Days from the date of receipt of the Payment Order
Payment Transaction in a currency other than the Euro, with charges to a Payment Account	
Payment Transaction in any currency to a bank account of the Payee maintained in a country which is not a Member State	

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

**5.1.** The User shall provide and maintain at his own expense, telephone, personal computer or other equipment necessary to access 1bank Services and shall ensure that such equipment satisfies all technical and other requirements that may be specified by the Bank in the Operating Guidelines as they may be amended from time to time, which can be found at [http://bankofcyprus.com.cy/globalassets/cyprus/personal/internet-banking/right-menu/english/operating-guidelines\\_.pdf](http://bankofcyprus.com.cy/globalassets/cyprus/personal/internet-banking/right-menu/english/operating-guidelines_.pdf).

**5.2.** The User shall ensure that all orders given by him to the Bank through 1bank, are accurate and complete. Without prejudice to paragraph 4, the User cannot revoke or amend orders, which once received by the Bank shall be final and binding on the User.

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

**5.4.** The User and/or the Account Holder shall immediately notify the Bank of any change of their personal information, i.e. address, electronic address (email) and telephone numbers at the address referred to in subparagraph 6.2 below. Failure by the User and/or the Account Holder to do so shall be deemed to be gross negligence.

**5.5.** 1bank Services shall be used exclusively by the User and always within the limit of the available balance of the Account, which is approved and notified by the Bank in any manner it deems appropriate from time to time to the Account Holder and/or the User. The User shall not use 1bank Services in excess of the Account's available balance and, where applicable, in excess of the authorization given to him by the Account Holder.

**5.6.** The Account Holder and/or the User shall be liable to the Bank for all Payment Transactions made through 1bank and/or, where applicable, through the use of the services of a third party provider ('TPP') as mentioned in paragraph 14.2 and 14.3 as well as for all acts and omissions of the Account Holder and/or the User and shall authorize the Bank to execute all Payment Transactions by charging the Account.

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

**5.8.** When using the 1bank Services, the Account Holder and the User shall comply with applicable legislation and 1bank Services shall not be used for any unlawful purpose.

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

**5.10.** As part of the authorization procedure and in order to avoid any unauthorized use of 1bank, the Bank may determine certain internal security limits with a maximum daily limit and/or any other limit and the Bank may refuse to execute a particular order. In case the Account Holder wishes to have higher limits he should apply for this by contacting his personal Customer Service Officer. In the event of an unauthorized use or sporadically, in order to avoid fraud, the Bank may request the User and/or the Account Holder to provide further information. In case the User is unable to provide this information, the Bank shall not be liable for any loss suffered by the Account Holder and/or the User by reason of a delay or refusal to execute a particular order.

**5.11.** The Bank may refuse to act on the basis of any order, until it is confirmed in writing and signed by the User and/or by the Account Holder and/or where there is suspicion that 1bank and/or the Account has been accessed without authorization and/or that an 1bank Payment Instrument was fraudulently used and thereafter it shall act in accordance with the provisions of paragraph 7 of these Terms and Conditions. In such a case, the Bank may request further information to be presented.

The Bank may at any time and at its absolute discretion delay and/or suspend and/or terminate and/or refuse the execution of any order and/or transaction and/or Payment Transaction pending the completion of all necessary and/or essential checks related to matters of regulatory compliance and/or money laundering and/or financial fraud and/or legislation. The Bank shall notify the User and/or Account Holder, in any manner it deems appropriate, subject to paragraph 15. The Bank shall not have an obligation to give such notice if such notice is contrary to objectively justified security reasons or is prohibited by other relevant Cypriot or Community legislation.

The Bank has the right to charge a fee for such a refusal, 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.

The Bank also provides information electronically regarding the status and/or processing stage of any order and/or transaction and/or Payment Transaction through 1bank digital service channels. It is important that the Account Holder and/or User checks carefully and systematically the status and/or processing stage of any order and/or transaction and/or Payment Transaction, through the electronic information provided by 1bank and if any enquiries arise in relation to their delay and/or suspension and/or termination and/or refusal the Account Holder and/or User must communicate directly with the Bank at the address and/or telephone listed in subparagraph 6.2.

The Bank will not be liable for any damage and/or loss suffered by the Account Holder and/or User as a result of the delay and/or suspension and/or termination and/or refusal to execute any order and/or transaction and/or Payment Transaction for the above mentioned reasons.

The Bank will not be liable for any inaccurate and/or incomplete and/or insufficient information which has been stated/declared by the Account Holder and/or User through 1bank in relation to the execution of any order and/or transaction and/or Payment Transaction. Consequently, the Bank will not be liable for any damage and/or loss suffered by the Account Holder and/or User as a result of such acts.

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

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

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

**5.13.** The Bank has the general obligation to provide the Services mentioned in these Terms and Conditions, unless otherwise provided in any specific paragraph herein.

## **6. SAFEGUARDING THE 1BANK PAYMENT INSTRUMENTS**

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

- He shall use his User ID, his Passcode and, where appropriate, the Device /Mechanism Producing Single Use Codes or other 1bank Payment Instruments the Bank may specify from time to time according to these Terms and Conditions and any specific terms governing their use;
- He shall keep at a safe place his User ID, his Passcode and, where appropriate, the Device/Mechanism Producing Single Use Codes or such other 1bank Payment Instruments as the Bank may specify from time to time;
- He shall destroy any notice regarding his Passcode immediately on receipt;
- He shall not disclose his User ID or his Passcode or the Device PIN /Mechanism PIN Producing Single Use Codes to any other person;

- He shall avoid choosing a Passcode that may be easily determined such as birth dates, telephone numbers etc. For additional security, he may change his Passcode regularly;
- He shall not note the Passcode on anything carried or associated with the User ID or the Device PIN /Mechanism PIN Producing Single Use Codes or another 1bank Payment Instrument or in any form which is comprehensible or otherwise accessible by a third party;
- He shall never let third parties watch him while entering the 1bank User ID and Passcode to access the 1bank electronic Services.
- He shall not do or omit to do anything that might allow the improper or unauthorized access or use of 1bank;
- He shall be responsible for disconnecting and clearing any information from any telephone, personal computer or other equipment used to access 1bank, before leaving such telephone, personal computer or equipment unattended;
- He shall activate his personal computer's time out feature, to lock it when he is not using it;
- He shall avoid using his personal computer's auto connection feature that saves his Passcode on his personal computer;
- He shall always logout from the 1bank electronic services when complete his online banking and he shall not just close his browser or his mobile's application;
- He shall always carry the Device/Mechanism Producing Single Use Codes (if hardware) with him or he shall keep it in a secure place to which access is controlled;
- He shall never disclose to a third party the dynamic secret code (One Time PIN - OPTs) generated by his Device Producing Single Use Codes, unless this is requested by the Bank's Call Centre Agent which he has called to perform a Payment Transaction.

**6.2.** If an 1bank Payment Instrument or a Payment Instrument issued by a third party ('TPP') is stolen, misappropriated, lost, damaged, exposed to abuse or there is a possibility or suspicion of improper or unauthorized use or it is not received within the time expected or the User ID and/or the Passcode has become known to a third person, the User and/or the Account Holder shall immediately and without delay notify the issuer of the Payment Instrument. In case the issuer of the Payment Instrument is 1bank, the User and/or the Account Holder shall notify the Bank at the: **Bank of Cyprus Public Company Limited, 97 Kyrenia Avenue, 2nd Floor, Plati, Aglantzia, CY- 2113, Nicosia, Cyprus, tel. 800 00 800 (+357 22 128000 for international calls) on Business Days from 7:45 to 20:00 and on weekends from 09:00-17:00**, or in the event of a change of said information, at any other address or telephone number that may be notified by the Bank from time to time, or at any branch of the Bank. During hours which exceed the aforementioned time schedule or during non-Business Days, the User may lock his User ID by entering 7 times a wrong Passcode.

**6.3.** If the User and/or Account Holder has sent a notice to the Bank according to subparagraph 6.2, then the User's User ID, Passcode and, where appropriate, 1bank Device/Mechanism Producing Single Use Codes or another 1bank Payment Instrument the Bank may specify from time to time, may not be used for accessing or using 1bank directly or through a third party ('TPP'),

as mentioned in paragraph 14.2 and 14.3. If the User wishes to keep having access to 1bank:

- (ix) the User should apply for re-issuing the same User ID and/or issuing a new Passcode and/or, where allowed by the Bank, for issuing a new 1bank Device/Mechanism Producing Single Use Codes or another 1bank Payment Instrument the Bank may specify from time to time, or
- (x) the Account Holder should apply to the Bank for issuing a new User ID and Passcode for the User, and where appropriate, to provide him with a new Device/ Mechanism Producing Single Use Codes or such other 1bank Payment Instrument the Bank may specify from time to time. The Bank shall have the right to charge the Account with any fees for re-issuing/replacing the 1bank Payment Instrument.

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

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

## **7. BLOCKING OF AN 1BANK PAYMENT INSTRUMENT**

**7.1.** The Bank may at any time and at its absolute discretion request and/or demand the Account Holder and/or the User to terminate the use of an 1bank Payment Instrument and/or to block the use of an 1bank Payment Instrument and/or limit and/or deny the Account Holder's and/or the User's access to 1bank for objectively justified reasons, including:

- (xi) The safety of the 1bank Payment Instrument;
- (xii) The suspicion of unauthorized use or fraudulent use of the 1bank Payment Instrument;
- (xiii) A significantly increased risk that the Account Holder is unable to settle his debt.

**7.2.** In the event that this right is exercised, the Bank shall have an obligation to notify the User and/or the Account Holder, in any manner it deems appropriate subject to paragraph 15, of the blocking of the 1bank Payment Instrument, and the reasons thereof, before the blocking of the 1bank Payment Instrument or immediately thereafter at the latest. The Bank shall not have an obligation to give such notice if such notice is contrary to objectively justified security reasons or is prohibited by other relevant Cypriot or Community legislation.

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

## **8. LIABILITY OF THE BANK, THE USER AND THE ACCOUNT HOLDER FOR UNAUTHORISED OR WRONGLY EXECUTED OR NON-EXECUTED PAYMENT TRANSACTIONS**

**8.1.** The User and/or the Account Holder should carefully check the balances and statements of his Accounts when such information is made available in electronic or other form and must immediately and without delay notify the Bank at the address and/or telephone number specified in subparagraph 6.2 above, as soon as he has become aware of any entry in the Payment Account of any unauthorized Payment Transaction or a wrongly executed authorized Payment Transaction. Failure to immediately notify the Bank (and at the latest within 13 months from the day that the Payment Account has been debited) shall result in loss of his right for rectification of the mistake, if any.

Where the Account Holder is not a Consumer nor a Micro-enterprise, the User and/or the Account Holder shall be obligated to notify the Bank for a Payment 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.

**8.2.** Where the Account Holder is a Consumer or a Micro-enterprise, in the event that the User and/or the Account Holder denies having authorized the Payment Transaction or he disputes the correct execution of the Payment Transaction, the Bank shall bear the burden of proving that the Payment Transaction was authenticated, accurately recorded, entered in the Account Holder's Account and not affected by a technical breakdown or deficiency. Where the Account Holder is neither a Consumer nor a Micro-enterprise, the Bank shall not bear such burden of proof.

**8.3.** Subject to the provisions of subparagraph 8.1, if a Payment Transaction was executed without the authorization of the User and/or of the Account Holder, express or implied, and the amount was debited to the Account, the Bank shall be obliged to refund the Payment Account immediately and no later than by the end of the following Business Day, after being notified of the Payment Transaction, with the amount of the Payment Transaction and, where applicable, to restore the debited Payment Account to the state in which it would have been, had the said Payment Transaction not taken place. The Bank reserves the right not to immediately refund where there are reasonable grounds for suspecting fraud.

**8.4.** By way of derogation of paragraph 8.3., the Payment 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) for losses arising until the Bank is notified in accordance to subparagraph 6.2 where the losses arise from the use of a Payment Instrument which has been stolen, copied, lost, damaged, exposed to abuse by third parties or if the User has not kept safe his User ID, his Passcode or other credentials and where appropriate, the Device/Mechanism Producing Single Use Codes or such other Payment Instrument the Bank may specify from time to time.

This paragraph 8.4. shall not apply if:

- (i) the loss, theft or misappropriation of a Payment Instrument was not detectable to the User prior to a Payment Transaction, except where the User 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 to which its activities were outsourced.

**8.5.** Notwithstanding paragraphs 8.3 and 8.4 and subject to paragraph 8.6, the User and/or the Account Holder is not entitled to restitution where losses incurred from Payment Transactions carried out by the User and/or any other person who had possession of a Payment Instrument with the consent of the User and/or the Account Holder and/or who acted under the express or implied authorization of the User and/or of the Account Holder or if:

(xiv) The loss was incurred due to the fact that the User and/or the Account Holder has acted fraudulently, or

(xv) The loss was incurred due to the failure of the User and/or of the Account Holder to use the 1bank Payment Instrument according to these Terms and Conditions with intent or gross negligence, or

(xvi) The loss was incurred due to the fact that the User and/or the Account Holder failed to comply with their obligations for the safeguarding of the 1bank Payment Instrument, with intent or gross negligence, e.g. if not notifying the Bank of a change of address or change of mobile telephone number or change of handheld device (mobile or tablet) on which the Device/Mechanism Producing Single Use Codes is installed on, or

(xvii) The loss results from the breach by the User and/or the Account Holder of one or more of their obligations referred to in these Terms and Conditions with intent or gross negligence, or

(xviii) The Bank was not informed of the loss or theft, etc. of the 1bank Payment Instrument as mentioned in subparagraph 6.2 above, with intent or gross negligence.

**8.6.** The Payment Account shall not be debited for any loss incurred from unauthorized Payment Transactions where:

(i) the loss results from the use of the 1bank Payment Instrument before the User and/or Account Holder has received and/or activated same, unless the failure to receive and/or to activate the 1bank Payment Instrument is due to the fact that the Bank has not been informed by the User and/or the Account Holder of a change of address or change of mobile telephone number or change of handheld device (mobile or tablet) on which the Device/Mechanism Producing Single Use Codes is installed on,

(ii) the User and/or the Account Holder has notified the Bank according to subparagraph 6.2 of these Terms and Conditions about the loss or theft of a 1bank Payment Instrument, unless he acted fraudulently or

(iii) the Bank failed to provide appropriate means described in subparagraph 6.2 above in order to enable the Account Holder and/or the User to notify the Bank that the 1bank Payment Instrument has been stolen or lost, unless he acted fraudulently.

**8.7.** If, following the refund of the amount of the Payment Transaction by the Bank, a relevant investigation subsequently concludes that the Account Holder was not entitled to that refund and/or reimbursement, the Bank will reverse the crediting and/or will charge the Payment Account with the said amount. The Bank

will give the Account Holder reasonable notice before making any such reversal and/or charge.

**8.8.** Subject to the provisions of paragraph 8.1:

(i) The Bank is liable to the User and/or Account Holder for the correct execution of the Payment Transaction where the Payment Transaction is initiated directly by the User and/or Account Holder, unless it can prove to the User and/or Account Holder and, where relevant, to the Payment Service Provider of the Payee that the Payment Service Provider of the Payee received the amount of the Payment Transaction or part thereof in accordance with the time frames of execution. The Bank shall be obligated to refund the Account Holder immediately with the amount of the non-executed or defective Payment Transaction and, where applicable, to restore the debited Account to the state it would have been had the defective Payment Transaction not taken place.

(ii) The Bank is liable to the Payer for the correct execution of the Payment Transaction where the Payment Transaction is initiated by the User and/or Account Holder through a PISP and shall be obligated to refund the Account Holder immediately with the amount of the non-executed or defective Payment Transaction and, where applicable, to restore the debited Account to the state it would have been had the defective Payment Transaction not taken place.

(iii) The Bank shall be liable to the Account Holder for which it acts as a Payment Service Provider, for any charges he is responsible and for any interest to which he is subject as a consequence of non-execution or defective, including late, execution of the Payment Transaction.

In case of a non-execution or a wrong execution of a Payment Transaction and irrespective of the liability under this paragraph, the Bank shall make immediate efforts to trace the Payment Transaction and notify the User and/or Account Holder of the outcome, when this is requested by the User and/or Account Holder.

The Bank does not bear any liability or obligation arising from this paragraph, excluding subparagraph (ii), where the other Payment Service Provider involved in the Payment Transaction is located in a non-EEA country.

The Bank does not bear any liability or obligation arising from this paragraph, where the Account Holder is not a Consumer or a Micro-enterprise.

**8.9.** It is understood that, if a Payment Transaction was not executed or executed defectively due to the fact that the User ID or Passcode or the dynamic secret code generated by the Device/Mechanism Producing Single Use Codes provided by the User and/or Account Holder was incorrect, the Bank shall not be liable under paragraph 8.8 to refund the User and/or Account Holder. It is very important for the User and/or the Account Holder to provide the correct User ID, Passcode and, where needed, the dynamic secret code generated by the Device Producing Single Use Codes for the proper execution of payment orders.

Nevertheless, in the event of incorrect execution the Bank shall take reasonable steps to recover the funds which concern the Payment Transaction. Where the recovery of the funds shall not be possible, the Bank shall provide the User and/or the Account Holder, following his written request, all the information available to it, which



is important to the User and/or the Account Holder, so that he may bring a legal claim to recover the funds. The Bank may charge the steps for recovering the funds.

It is understood that the Bank shall not be obligated to refund any amount prior to receiving confirmation of the cancellation of the order by an associate and/or intermediary whom the Bank uses for the purposes of effecting the Payment Transaction. It is provided that if the amount of the payment order has been converted in another currency, the Bank shall be obligated to refund the amount of the Payment order after converting it back to the original currency at the buying rate applicable on the date of crediting the Account and which is based on the Reference Exchange Rate.

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

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

## **9. LIABILITY OF THE BANK FOR AUTHORIZED PAYMENT TRANSACTIONS**

**9.1.** If the User and/or Account Holder has authorized a Payment Transaction and provided the following conditions are met, the Bank shall refund the Account the full amount of the Payment Transaction debited to the Account:

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

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

**9.2.** At the Bank's request, the User and/or Account Holder shall give the Bank all the necessary evidence as per subparagraph 9.1 in support of his request for refund.

**9.3.** Within ten (10) days from the date of the request for refund, the Bank shall refund the amount of Payment Transaction or provide the User and/or Account Holder with an explanation as to why it has refused to refund the amount and shall indicate to the User and/or the Account Holder 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 17.

## **10. ALERTS**

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

The User and the Account Holder acknowledge and accept that:

- (i) The Bank is not and shall not be liable for the deletion, part deletion or failure to transmit any messages;
- (ii) The Bank makes no warranty that the Alerts service will be uninterrupted, timely, secure or error-free, or that the service will be available at any particular time or location
- (iii) The Bank shall not be liable in any way for any loss or damage of any kind, incurred by the User and/or the Account Holder as a result of the content transmitted via the Alerts service
- (iv) The messages shall be transmitted to the telephone numbers and/or e-mail addresses or any other addresses indicated by the User and in the event that the User indicates telephone numbers and/or e-mail addresses and/or any other addresses other than those of the User and/or the Account Holder, the Bank shall not be liable in any way for any loss, damage or inconvenience suffered by the User and/or the Account Holder and/or the person to whom the messages were transmitted.

## **11. JOINT ACCOUNTS**

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

## **12. FIXED DEPOSIT ACCOUNT**

**12.1.** Through 1bank Service, the User is able to renew (renew with the same capital, with increased capital, with reduced capital etc.) fixed deposit Account(s) held in euro or any other currency connected to the subscription with 'Full Access'.

It is understood that the specific terms for the opening of such Account(s) also apply.

**12.2.** This Service mentioned in paragraph 12.1 above may be accessed and used provided that:

- (i) The Account Holder being a natural person, has completed and submitted the relevant Registration Form and any other relevant documents to branches or departments of the Bank in order to connect fixed deposit Account(s) with 'Full Access' and, where applicable, has completed and submitted to the Bank the necessary documents and forms required by the Bank for authorisation of a User to renew fixed deposit Account(s).
- (ii) The Account Holder being a legal person, has completed and submitted the relevant Registration Form and any other relevant documents at branches or departments of the Bank to connect fixed deposit Account(s) with 'Full Access' and has completed and submitted to the Bank the necessary

documents and forms required by the Bank for authorisation of a User to renew fixed deposit Account(s).

The term 'Full Access' has the same meaning as explained in the Registration Form.

**12.3.** Where the Account Holder authorizes a different person to act as a User on his behalf, according to subparagraph 12.2, the Bank accepts orders for renewal from the User and such orders deem to be valid and authorised by the Account Holder. The Bank shall not be liable for any loss suffered by the Account Holder and/or the User by reason of acting on the basis of orders given by the User. This subparagraph also applies to joint Account(s), where the Bank receives orders for renewal by a co-Account Holder.

**12.4.** The fixed deposit Account will be automatically renewed at its expiration with or without interest, based on the standard interest rate of the Bank that applies from time to time for such Accounts and with the same terms and duration at any subsequent expiration, unless the User and/or Account Holder informs the Bank through 1bank Service, within a timeframe announced by the Bank from time to time, that he wants a renewal under specific terms, including the following:

- (i) renewal with interest added on the fixed deposit Account and addition of amount from a different Account,
- (ii) renewal with interest to be transferred to a different Account,
- (iii) renewal with interest and part of the capital to be transferred to a different Account,
- (iv) renewal with interest to be transferred to a different account,
- (v) renewal with interest and part of the capital to be transferred to a different account,
- (vi) request the issuance of a banker's draft,
- (vii) change the duration of the fixed deposit Account

After receiving, through 1bank, the orders for the renewal of fixed deposit Accounts, certain renewals may take place manually by the Bank.

It is understood that, should the renewal be done through the 1bank Service, the interest rate applicable will always be the standard interest rate of the Bank that applies from time to time for such Accounts/amounts/currencies.

Furthermore, it is understood that, where a transfer of money to a third party (transfer of interest and/or capital) or from a third party account (increase of capital) will take place, a dynamic secret code generated by the Device Producing Single Use Codes or by another 1bank Payment Instrument will be needed.

**12.5.** It is understood that the Bank will not be liable if due to technical, maintenance, and administrative reasons or due to negligence or omission of the User, he did not manage to give on time orders for renewal of fixed deposit Account(s), as explained in subparagraph 12.4 above.

**12.6.** The Bank may refuse to act on the basis of an order for renewal of fixed deposit Account(s), for objectively justified reasons and/or in order to comply with any applicable law. In such case the Bank will inform the User and/or Account Holder, except where this is prohibited by other relevant Cypriot or Community legislation.

**12.7.** In case the Bank receives contradictory and/or different orders for renewal of fixed deposit Account(s) by the User and the Account Holder and/or by the co-Account Holders in case of joint Accounts, the order received first by the Bank deems to prevail.

**12.8.** For the purposes of this paragraph 12, the authorization given by the Account Holder to a User and/or co-Account Holder for renewal of fixed deposit Account(s) shall be revoked with the termination and/or closure of the fixed deposit Account and/or by removing the connection with Full Access of the fixed deposit Account with written notice given by the Account Holder(s) to the Bank.

**12.9.** In cases where the signature of more than one person is needed for an order to be send to the Bank (multiple signatures), it is understood that the Bank cannot act on the order unless all signatures are collected. The Bank shall not be liable for any loss suffered by the Account Holder and/or the User by reason of negligence or omission or delay of such order to be given on time for the renewal of fixed deposit Account(s).

### **13. DEATH OF A USER OR ACCOUNT HOLDER**

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

### **14. DISCLOSURE OF INFORMATION AND DISCLOSURES TO TPPS**

**14.1.** These Terms and Conditions of 1bank should be read alongside the Bank's Privacy Statement, which can be found 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. User and Account Holder and any co-Account Holder should review this Privacy Statement to ensure that he understands how the Bank processes his Personal Information and understands his rights in respect of it.

**14.2.** Where the User and/or the Account Holder of a Payment Account enters into a contractual relationship with a TPP and/or allows a TPP to access information on a Payment Account or to make a Payment Transaction for him from the Payment Account and/or in general uses the services of a TPP, the User and/or Account Holder and/or any co-Account Holder agrees that the Bank shall disclose to that TPP, Payment Account information and/or grant the TPP access to the Account Holder's Payment Account(s) to the extent requested by the User and/or Account Holder, provided that:

- (i) such TPP is authorized or registered by the national competent authority in the EU pursuant to the **Provision and Use of Payment Services and Access to Payment Systems Law of 2018**, or such other national implementing legislation in respect of Directive (EU) 2015/2366; and
- (ii) the Account Holder of a Payment Account has given his explicit consent to the Bank to grant such TPP's request, or has explicitly authorized the User to give this consent and the User has given this consent; and
- (iii) the Bank discloses such information and/or grants such access subject to any limitations that the Account Holder of a Payment Account or the User, where applicable, has brought to the attention of the Bank; and

- (iv) the User, Account Holder and/or TPP's request is made in accordance to the **Provision and Use of Payment Services and Access to Payment Systems Law of 2018** and any other applicable law; and
- (v) the Bank and/or any other relevant authority has not blocked the access of such TPP due to violation by such TPP of any applicable law and/or where there are concerns that it is acting on an unauthorized or fraudulent basis and/or it does not meet the required security measures and standards. In that case, the Bank will inform the User and/or the Account Holder of its refusal unless doing so would compromise reasonable security measures and/or any applicable national or European law.
- (vi) Where the User and/or Account Holder is provided with a card-based payment instrument by a TPP which is linked to an Account which is accessible online, the card-based payment instrument issuer may request confirmation from the Bank that an amount necessary to execute the card-based Payment Transaction is available on the Account Holder's Account. The User and/or Account Holder agrees that the Bank may provide this confirmation in the form of a simple "Yes" or "No" communication immediately in response to each such request.

**14.3.** For the avoidance of doubt, paragraph 14.2 applies to joint Payment Accounts. The co-Account Holder(s) of such joint Payment Accounts hereby give their explicit consent to be bound by the actions and/or decisions of the User and/or the Account Holder in authorizing the Bank to disclose to a TPP any Payment Account information and/or to enable access to the Payment Account(s) as described in paragraph 14.2.

**14.4.** To revoke the authorization given under paragraphs 14.2 and 14.3 the User and/or the Account Holder of a Payment Account shall inform the Bank through accessing the digital service channels of 1bank or, where the Account Holder is not a natural person, the revocation shall be done via the completion of a paper application form that can receive from any branch of the Bank or online at the website of the Bank.

## 15. NOTICES AND INFORMATION PROVIDED TO AND FROM THE BANK

**15.1.** Subject to the provisions of any Cypriot or Community Law as well as any code of practice and subject to paragraph 15.10, any notice, communication, or other document required to be sent or made available to the User and/or the Account Holder by the Bank under these Terms and Conditions shall be sent or made available by the Bank, in a manner it deems appropriate, including the following:

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

**15.2.** As regards the information provided for the Accounts, it is stated that the Bank currently operates an on-line system, which

enables immediate updates of the Accounts. Despite this, the time required for completing the processing of Payment Transactions may vary depending on their nature and whether they can be immediately processed. Accordingly, the User and/or the Account Holder acknowledges and accepts that information regarding the Account balance and the processing of Payment Transactions through 1bank is as updated as the Bank's systems permit at the time of the enquiry, but it may not include current Payment Transactions that have not yet been processed or verified.

**15.3.** Subject to paragraph 15.10, the Account statements, which show the executed Payment Transactions and/or the crediting and/or debiting of the Payment Account, shall be made available, free of charge, once a month to the Account Holder either:

- (i) Electronically, through 1bank: The Account statement will be available electronically up to five (5) years back and the Account Holder and/or the User is encouraged to print and/or download the Account statement for future use.
- (ii) In writing, at any branch of the Bank. The Account Holder and/or the User are able to visit any branch of the Bank and receive his Account statement.

The Bank may not provide an Account statement if there have not been any Payment Transactions since the last Account statement that the Bank has provided.

In the event that the Account Holder requests from the Bank the posting of his Account statement or requests its transmission in a different way than those mentioned above or requests any additional information or a more frequent provision of the aforementioned information, it is agreed that the Account Holder shall be charged for the provision of such information in accordance with the Table of Commissions 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 Account Holder and/or the User shall be obligated to notify the Bank within a reasonable period of time in the event that a statement of his Account was not provided or made available to him so that the Bank may take all necessary actions to make the aforesaid statement available to the Account Holder. Otherwise, the Bank shall consider that the Account Holder has received the Account statement.

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

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

**15.6.** The User and/or the Account Holder may communicate information or notify the Bank, unless otherwise provided by these Terms and Conditions, by telephone or in writing at the telephone number or at the address set out in subparagraph 6.2 above or at another telephone number or address that may be determined by the Bank from time to time.

**15.7.** The User and/or the Account Holder may send any questions, suggestions, complaints or any other comments to 1bank through Messages. The User and/or the Account Holder may not send through Messages, without limitation, messages

requiring immediate response, Payment Transactions, instructions concerning cheques, notifications for change of address or other details of the User and/or the Account Holder or notifications required to be made in accordance to subparagraph 6.2.

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

**15.9.** The Bank may contact the User and/or the Account Holder by phone using the contact details held in the Bank's systems, 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 User's User ID and Passcode.

The Bank will never ask the User and/or Account Holder to disclose any personal information on his 1bank log-in credentials through emails, popup windows and banners. The User and/or Account Holder shall never reveal through the Internet or email or through other electronic media his personal details such as User ID, Passcode, codes produced by Devices/Mechanisms Producing Single Use Codes etc. However, the User ID and a One Time Password ('OTP') may be required for Call Centre Transactions.

**15.10.** Subject to any applicable law, where the Account Holder is not a Consumer or a Micro-enterprise, the Bank may but shall not be obligated to make available the information which it has an obligation to provide to Consumers according to the Provision and Use of Payment Services and Access to Payment Systems Law of 2018.

## 16. COMMISSIONS AND CHARGES

The Bank shall have the right to charge a commission and/or fees for execution of Payment Transactions through the 1bank digital service channels and/or through the use of the services of a third party ('TPP'), as explained in paragraphs 14.2 and 14.3, in accordance with the Table of Commissions and Charges of the Bank of Cyprus which is applicable at the execution time, as this may be amended from time to time, which shall be provided to the User and/or the Account Holder and is available to the User and/or the Account Holder at all the branches of the Bank as well as on the internet through the website [www.bankofcyprus.com.cy](http://www.bankofcyprus.com.cy).

## 17. AVAILABILITY OF SERVICES AND COMPLAINTS PROCEDURE

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

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

**17.3.** 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 User and/or the Account Holder, or if in the User's and/or Account Holder's opinion the Bank has made a

mistake, it is recommended that the User and/or Account Holder initially communicates with his personal Customer Service Officer at the Bank, and if not satisfied, he may submit his complain in any of the following ways:

- (i) Through the Bank's website at [www.bankofcyprus.com.cy](http://www.bankofcyprus.com.cy), by sending a message to the 1bank Service or by Webform if the complainant is not an existing User or Account Holder, or
- (ii) By calling the 1bank Call Centre at 800 00 800 (+357 -22128000 for international calls) during Business Days from 7:45 to 20:00 or weekends from 09:00 to 17:00, or
- (iii) by visiting any Bank branch or
- (iv) by post, at the following address:  
Bank of Cyprus Public Company Ltd,  
Digital Service Channels (1bank),  
P.O. Box 21472,  
1599 Nicosia,  
Cyprus
- (v) 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).
- (vi) In submitting his complaint, the User and/or the Account Holder must include the following information:
  - a. The User's and/or the Account Holder's full name and postal address
  - b. His ID/passport number
  - c. His e-mail address
  - d. His telephone number
  - e. Detailed description of his complaint
  - f. The means by which the User and/or the Account Holder wish the Bank to contact him (by telephone/email/post).

Upon receiving the complaint and no later than two (2) Business Days from its receipt, the Bank shall send an 'Acknowledgement of Receipt of Complaint' to the User and/or Account Holder, which shall include a reference number of the complaint. This reference number shall be used by the User and/or the Account Holder 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 User and/or Account Holder 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 User and /or Account Holder 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 User and/or the Account Holder is informed of this delay.

If the User and/or Account Holder 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 the User and/or Account Holder having received a pertinent answer, the User and/or Account Holder shall have the right to submit his complaint to the Financial Ombudsman within four (4) months.

**17.4.** For complaints related to the Provision and Use of Payment Services and Access to Payment Systems Law of 2018, the User and/or the Account Holder may refer the matter to the Central Bank of Cyprus at +357 22 71 41 00, FAX: +357 22 71 49 59  
POSTAL ADDRESS: 80, KENNEDY AVENUE, CY-1076 NICOSIA or  
P.O.BOX 25529, CY-1395 NICOSIA.

Moreover, he may use the means for out-of-Court dispute resolution as explained in the Alternative Dispute Resolution for Consumers Law, N. 85(I)/2017. The Ombudsman's contact details can be found at [www.obudsman.gov.cy](http://www.obudsman.gov.cy).

## 18. VARIATIONS OF THESE TERMS AND CONDITIONS

**18.1.** The Bank reserves the right at any time to supplement or change these Terms and Conditions to reflect market conditions, good banking practice, the products offered, the Bank's policy and system capabilities, relevant laws or for any other reason. The provisions of this paragraph may concern the amendment of any term of these Terms and Conditions including commissions and charges as per paragraph 16, provided that:

- (iii)** The Bank will give at least 60 days notice before making any change that concerns Payment Services.
- (iv)** For any changes that do not concern Payment Services, if the change is to the advantage of the User and/or the Account Holder it will take immediate effect and the User and/or the Account Holder will be informed within 30 days. If the change is neither to the advantage or disadvantage of the User and/or the Account Holder, the Bank will give at least 30 days notice before making the change. If the change is to the User's and/or the Account Holder's disadvantage the Bank will give at least 60 days notice before making the change.
- (v)** Any variation of the Reference Interest Rate or Reference Exchange Rate shall be immediately binding on the User and/or the Account Holder, who will be informed, at the earliest opportunity, in any durable means the Bank deems to be more appropriate, in accordance to paragraph 15. In case the variation is favorable to the User and/or the Account Holder such variation may apply without notice.
- (vi)** Unless otherwise specifically provided herein, the User and/or the Account Holder will be notified for any amendment in any durable means the Bank deems to be more appropriate, in accordance to paragraph 15.
- (vii)** Where the Account Holder is neither a Consumer nor a Micro-enterprise, any changes may enter into force without prior notice.

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

**18.3.** The Account Holder shall be deemed to have accepted the amendments proposed by the Bank, unless he notifies the Bank that these are not accepted prior to the proposed date of entry into force of the amendment. If the Account Holder does not accept the amendment, he may terminate these Terms and Conditions

immediately, without charge, prior to the proposed date of entry into force of the amendment, subject to the provisions of these Terms and Conditions and specifically paragraph 19 below.

If the Account Holder does not accept the amendment, he may terminate his authorization immediately by providing written notice to the Bank, without charge, prior to the proposed date of entry into force of the amendment, subject to the provisions of these Terms and Conditions and specifically paragraph 19 below.

If the User does not accept the amendment, he may terminate/revoke the authorization given to him immediately by providing written notice to the Bank, without charge, prior to the proposed date of entry into force of the amendment, subject to the provisions of these Terms and Conditions and specifically paragraph 19 below.

## 19. DURATION AND TERMINATION OF THESE TERMS AND CONDITIONS

**19.1.** These Terms and Conditions shall be in the English language and shall be of indefinite duration. At any time during the term of these Terms and Conditions, the User and/or the Account Holder shall have the right, to receive these Terms and Conditions as well as the information and terms that the Bank is obliged to provide in writing or other durable medium under the Provision and Use of Payment Services and Access to Payment Systems Law of 2018.

**19.2.** The Account Holder may terminate these Terms and Conditions at any time by giving notice to the Bank. The Account Holder may terminate his authorization to the User and the User may terminate/revoke the authorization given to him by giving written notice to the Bank.

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

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

**19.5.** The User, as soon as he receives any notification by the Bank according to paragraphs 19.3 & 19.4 of these Terms and Conditions, shall have an obligation to notify the contents of the relevant notification and/or the notification itself to the Account Holder. This subparagraph shall also apply vice versa in the event that any relevant notification is received by the Account Holder.

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

## 20. INTELLECTUAL PROPERTY RIGHTS

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

## 21. LINKS FROM THE BANK'S WEBSITE

The User may be directed from the Bank's website via special links, hyperlinks and banners to websites belonging to third parties and/or may be offered a Single Sign On to third party platforms to have access to certain functions/information that is available to the User, the content of which is the sole responsibility of the said third parties. The Bank does not guarantee their availability and shall not be liable for their content, correctness, legality, completeness, update and accuracy of information provided through these websites or platforms or applications as well as for any loss suffered by the User and/or the Account Holder by accessing and using information from such websites or platforms.

## 22. THE PROVISION AND USE OF PAYMENT SERVICES AND ACCESS TO PAYMENT SYSTEMS LAW OF 2018, THE SUPPLEMENTARY AGREEMENT GOVERNING THE RELATIONSHIP BETWEEN THE BANK OF CYPRUS PUBLIC COMPANY LIMITED AND ITS CUSTOMERS AND OTHER SPECIFIC AGREEMENTS

**22.1.** 1bank is a method of accessing and using services provided by the Bank. Accordingly, save to the extent that these Terms and Conditions provide otherwise, all mandates/instructions relating to the Account and all terms and conditions applicable to the Account as well as the Supplementary Agreement governing the Relationship Between the Bank of Cyprus Public Company Limited and its Customers, remain in full force and effect.

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

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

**22.4.** The User and/or the Account Holder acknowledge that Funds Transfers in favour of Third Parties are made under the

express condition that these shall be accepted by the Third Party. If such Third Party declines the transaction, the Funds Transfer may be reversed, and the User and/or the Account Holder will be notified.

**22.5.** Certain terms of these Terms and Conditions are in compliance with the Provision and Use of Payment Services and Access to Payment Systems Law of 2018 (31(I)/2018) that entered into force on the 18<sup>th</sup> April 2018. If any term appears not to be consistent with the said Law, the Bank shall comply with the terms of the Law and shall proceed with making any necessary amendments/corrections to these Terms and Conditions in their next revision.

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

## 23. GOVERNING LAW

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

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

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