

## **Bank of Cyprus Terms and Conditions for Fitbit Pay™**

### **Important Information**

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

**By accepting these Terms upon your addition, activation or use of your Bank of Cyprus Card in the Fitbit App, it means that you agree to these Terms.** Please be advised that, Fitbit, your mobile, internet and/or network carrier(s), and other third party services or websites available through Fitbit Pay are subject to their own terms and conditions and privacy policies. You should ensure that you are satisfied with all the terms and conditions that apply to your use of Fitbit Pay. The Bank is not responsible for any agreement that you enter into with Fitbit or any other third party in connection with your use of Fitbit Pay.

### **Bank of Cyprus Terms and Conditions for Fitbit Pay**

**These Bank of Cyprus Terms and Conditions for Fitbit Pay are valid as from 10 July, 2020.**

#### **1. Definitions**

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

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

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

“Cards Terms and Conditions” means the relevant terms and conditions (depending on your Card) under which the Card shall be used by you, as amended from time to time, and which can be found on the Bank’s website at <https://www.bankofcyprus.com.cy/en-gb/retail/cards/>.

“Fitbit” refers to Fitbit International Limited with offices at 76 Lower Baggot Street, Dublin 2, Ireland. The Fitbit App and Fitbit Pay are owned by Fitbit and its affiliates, and not the Bank. Fitbit, the Fitbit logo, Fitbit Pay are trademarks or registered trademarks of Fitbit and its affiliates.

“Fitbit App” means the Mobile Device application used to register your Card(s) for use with Fitbit Pay.

“Fitbit Device” means a wearable Fitbit device, which is eligible for the registration of your Card(s) to be used in Fitbit Pay.

“Fitbit Pay” means the mobile payment and digital wallet service created by Fitbit that lets users transact using certain Fitbit Devices and eligible credit cards or debit cards registered on such Fitbit Devices.

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

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

“Fitbit Pay PIN” means the four-digit Personal Identification Number that you have chosen as a password and that is required to complete the setup of Fitbit Pay and any Fitbit Pay Contactless Transaction.

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

“Mobile Device” means a device such as a smartphone using an eligible operating system, which is used to register your Card(s) for use with Fitbit Pay and on which the digital wallet functionality of Fitbit Pay is registered.

“Privacy Statement” means the Bank’s statement on how personal data is processed, which can be found on the Bank’s website at [https://www.bankofcyprus.com.cy/en-gb/contact\\_us/privacy-notice/](https://www.bankofcyprus.com.cy/en-gb/contact_us/privacy-notice/).

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

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

## **2. General**

2.1 The Fitbit Pay and Fitbit App are provided to you by Fitbit and its service provider, not by the Bank. These Terms govern your access to and use of your Card via the Fitbit App and Fitbit Pay and relate to your relationship with the Bank only. Please download and save or print a copy of these Terms for your records.

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

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

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

2.5. Fitbit Pay and the Fitbit App are provided by Fitbit, and not the Bank. Fitbit, Fitbit Pay and the Fitbit App are registered trademarks and are used under licence from Fitbit.

2.6. These Terms govern your access to and use of your Card(s) via Fitbit Pay only as between the Bank and you. Fitbit, your Fitbit Device provider, your Mobile Device provider, your mobile, internet and/or network carrier(s) and other merchants, websites and services integrated in the Fitbit App or allowing the provision of Fitbit Pay may have their own third party agreements and privacy policies which apply from time to time. You are also subject to those third party agreements and privacy policies (including, without limitation, the Fitbit Pay Terms) when you give them your personal information, use Fitbit Pay, the Fitbit App and any other of their services or visit their sites. It is your responsibility to read and understand the Fitbit Pay Terms and any other third party agreements and relevant privacy policies before creating, activating or using a digital replica of your Card through Fitbit Pay.

2.7. We may allow you to add the same Card to multiple Fitbit Devices and Mobile Devices.

2.8. Your Fitbit Device and Mobile Device provider may impose limitations or restrictions to Fitbit Pay or have minimum software and hardware requirements. Your Fitbit Device and your Mobile Device are not provided by the Bank.

2.9. Fitbit Pay features and functionality may be automatically updated or upgraded without notice to you. At any time, Fitbit or the Bank may decide to expand, reduce or suspend the type and/or amounts of transactions allowed using a Card, or change the enrolment process for registration of Cards to Fitbit Pay. This right to update and upgrade Fitbit Pay features and functionality will not include changes to your Card(s) or your Card account(s), which will only be made in accordance with the Cards Terms and Conditions and/or any other agreements between you and the Bank.

2.10. The Bank is not responsible for, and does not provide, any support or assistance for any third party hardware, software or other products or services (including Fitbit Pay, your Fitbit Device and your Mobile Device). If you have any questions or issues with a third party product or service, please contact the appropriate third party for customer support.

### **3. Registration and Account Security**

3.1. In order to use Fitbit Pay, you are required to register your Card in the Fitbit App. In order to complete the verification and registration of the Card you will go through a customer authentication procedure, by requesting a one-time password that will be sent by SMS to your mobile number which you have registered with the Bank. Please ensure that your registered mobile number is correct.

3.2. To setup and access Fitbit Pay in order to make payments using your Card you must set a Fitbit Pay PIN which has the same use and effect as your Card's PIN.

3.3. In addition to any other obligations or responsibilities you may have under these Terms or the Cards Terms and Conditions, you must take all reasonable steps to maintain the confidentiality of any information shown or stored on your Fitbit Device and your Mobile Device in connection with the use of your Card(s) via Fitbit Pay. You are solely responsible for the safety and security of the personalised security credentials and other information available on your Fitbit Device and your Mobile Device. Without limitation to the generality of the above, you must:

a) use all reasonable efforts to protect the confidentiality of your Fitbit Pay PIN;

c) not allow any third party to access or use your Fitbit Pay; and

d) not inform any third person of your Fitbit Pay PIN, store or write the Fitbit Pay PIN down. If you suspect that someone knows your Fitbit Pay PIN, change it immediately and contact the Bank. Your Fitbit Pay PIN shall be subject to the same security and confidentiality requirements applicable to the PIN of your Card(s) as provided by the Cards Terms and Conditions.

3.4. Upon your registration for Fitbit Pay:

a) The Bank will process your personal data in order to allow your Eligible Card to be used for Fitbit Pay;

b) The Bank will collect personal data about you from Fitbit in order to confirm your identity, to check your eligibility for Fitbit Pay and to help prevent fraud;

c) The Bank will provide you with your recent Fitbit Pay transactions as displayed on your Fitbit Device for your convenience.

3.5. You must contact the Bank on the telephone number 800 00 800 (+357 22 128000 for overseas calls), immediately after becoming aware of:

a) any unauthorised use of your Fitbit Pay or your Fitbit App;

b) any suspicion of fraudulent activity or data disclosure related to Fitbit Pay itself;

d) any other actual or potential security breach relating to your Fitbit Pay; or

e) the loss or theft of your Mobile Device or Fitbit Device.

3.6. If your Fitbit Device or your Mobile Device has been lost or stolen, you must contact the Bank immediately and use all reasonable endeavours to deactivate your Card from Fitbit Pay.

3.7. If you suspect that someone else knows your Fitbit Pay PIN you must change it immediately and suspend the connection of the Card with Fitbit Pay if necessary. If you let another person access your Fitbit Device or your Mobile Device, then you will be responsible for any payments they make from your Fitbit Device or your Mobile Device (as the case may be) in accordance with the provisions of the Cards Terms and Conditions.

3.8. If you change your Fitbit Device or your Mobile Device and you wish to continue using Fitbit Pay you must deactivate your Card(s) from your existing Fitbit Device or Mobile Device (as the case may be) and register for Fitbit Pay on your new Fitbit Device or Mobile Device.

3.9. Make sure you delete all information in your Fitbit App when you change your Fitbit Device or Mobile Device (as the case may be) or if you provide your Fitbit Device or Mobile Device temporarily to a third party (for example, for repairing purposes).

3.10. You acknowledge that the poor or incomplete implementation of and compliance with this clause on your behalf may lead to a breach of your personal data, as well as to transactions carried out by non-authorised parties using your Card(s).

#### **4. Eligibility for registration on Fitbit Pay**

4.1 You may only register Cards that have been issued in your name on your Fitbit Pay , and you may not allow a third party to register your Card to the third party's Fitbit Pay.

#### **5. Use of Fitbit Pay**

5.1. You may conduct Fitbit Pay Contactless Transactions at Merchants who hold an eftPOS terminal (a Card acceptance device used by a Merchant to take payments by Card, such as a Point of Sale (POS) terminal) bearing the mark "contactless" and bearing a relevant "contactless" logo or mark.

5.2. After your registration in the Fitbit App, and upon selection of the activation of Fitbit Pay, you must follow the indicated steps which appear on the screen of your Mobile Device. You must create a Fitbit Pay PIN of your choice consisting of four digits, which will be used from then on before the completion of each Fitbit Pay Contactless Transaction.

5.3. Each Fitbit Pay Contactless Transaction is completed upon connection of the eftPOS terminal to the Bank's electronic systems, in order to check the available balance of the Card account in real time and approve the equal charge thereof through the respective indication on the eftPOS terminal (accept/deny). Subsequently, the relevant receipt, equivalent to the amount of the transaction which took place, is issued from the POS system, and delivered to you.

5.4. In case you require a refund or in case of a dispute relating to a Fitbit Pay Contactless Transaction arises, you must follow the rules as set out in the relevant Card Terms and Conditions available on the Bank's website.

5.5. Apart from the above, you may not conduct any other transactions through Fitbit Pay with your Card(s) and/or relating to your accounts with the Bank, such as cash withdrawal from ATMs or branches, or internet or telephone transactions.

#### **6. Charges**

6.1. The Bank applies no additional charges to you in relation to the registration of your Card(s) in the Fitbit App or your use of the registered Card(s) via Fitbit Pay and/or the Fitbit App (including, for the avoidance of doubt, making payments or obtaining refunds using the Cards linked to the Fitbit App). The Bank reserves the right to do so in the

future by providing notification of the charge in accordance with clause 2 of these Terms. Upon this notification, you may terminate the use of your Card(s) via Fitbit Pay as provided by clause 8 of these Terms.

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

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

## **7. Data Protection**

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

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

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

7.4. Please also refer to Fitbit's applicable privacy policy which explain how Fitbit and members of its group process your personal data, and your rights with respect to such processing.

## **8. Termination and Suspension**

8.1. You may terminate your use of your Card(s) via Fitbit Pay at any time by removing your registered Card(s) from the Fitbit App. In such a case, you authorise the Bank to continue to process any outstanding transactions on your Card(s).

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

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

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

8.4. The provision of Fitbit Pay and/or the Fitbit App in general and/or with respect to Cards issued by the Bank may be changed, suspended and/or terminated by Fitbit and/or the payment network and/or your Fitbit Device provider

or Mobile Device provider or other third parties at any time without notice to you and without reference to us. Please check Fitbit's applicable terms and conditions for more information.

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

## **9. Liability – Disclaimer of Warranties – Limitation of Liability**

9.1. You are solely responsible for the accuracy of the data given by you when you register for the use of your Card via Fitbit Pay and when you authorise a Fitbit Pay Contactless Transaction.

9.2. The Bank is not responsible for the security, accuracy, legality, appropriateness or any other aspect of the content or function of Fitbit's or any other third party's products or services. The Bank is not responsible for the Fitbit Pay Terms and/or any other agreements you enter into with Fitbit or with any other third parties in connection with Fitbit Pay and/or the Fitbit App.

9.3. The Bank does not operate Fitbit Pay or the Fitbit App or wireless networks and has no control over their operations. To the fullest extent permitted by applicable law, the Bank will not be liable to you either directly or indirectly for any circumstances that interrupt, prevent or otherwise affect the provision, availability, performance or functioning of Fitbit Pay and/or the Fitbit App, such as the unavailability or failure of Fitbit Pay and/or the Fitbit App and/or your wireless service, communications, network delays, system outages, or interruption of a wireless connection. The Bank disclaims any responsibility for Fitbit Pay and/or the Fitbit App or any wireless service used to access, use or maintain such services. The Bank does not warrant that you will at all times be able to use your Card(s) via Fitbit Pay to complete a transaction, that a Merchant will accept Fitbit Pay or that the use of Fitbit Pay will be uninterrupted or error free. Use of Fitbit Pay and/or Fitbit App involves the electronic transmission of data through third party connections. Subject to clause 8 of these Terms, the Bank cannot guarantee the privacy or security of data transmitted because the Bank does not operate or control these connections. The Bank is not responsible for your Fitbit Device or your Mobile Device or the software or hardware they contain and makes no representations, warranties, or guarantees regarding the same. Except as otherwise provided by law, in no event shall the Bank, its direct or indirect subsidiaries, affiliates, agents, employees, service providers or representatives be liable for any damages, claims or losses incurred (including direct, compensatory, incidental, special, indirect, punitive, exemplary or consequential damages) arising out of these Terms or in any way related to the use of or inability to use Fitbit Pay and/or the Fitbit App, however caused, and whether in contract, tort or otherwise, and even if the Bank has been advised of the possibility of such damages.

9.4. This clause 9 shall survive any termination of these Terms, howsoever caused.

## **10. Waiver**

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

## **11. Severability**

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

## **12. Complaints**

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

## **13. Applicable Law**

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

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