

Click to Pay Terms and Conditions (Visa) (the “T&Cs”)

1. Why this document is important

These T&Cs set out the cardholder terms and conditions that apply to your use of Click to Pay account services with your Visa Bank of Cyprus Card (**Click to Pay**).

These T&Cs are provided to you by the Bank of Cyprus Public Company Limited that issues your Bank of Cyprus Card (**Bank of Cyprus, we, us, our**) and also on behalf of Visa Europe Limited (**Visa**).

As a Bank of Cyprus cardholder, these T&Cs must be read in conjunction with any agreements entered into and/or terms and conditions accepted, with the Bank of Cyprus, which govern the use of your Card, and the use of the 1bank service of Bank of Cyprus.

2. What is Click to Pay

Click to Pay is a digital payment facilitation service enabling you to make card payments online using stored payment credentials. The Bank of Cyprus acts as the card issuer and processes transactions in accordance with these T&Cs and applicable law. The Bank of Cyprus does not act as a seller of goods or services offered by merchants.

You are only able to use Click to Pay where you hold an eligible Bank of Cyprus Card which has been enabled with the Click to Pay feature.

3. Definitions

“Card” means any kind of personal card issued by the Bank of Cyprus from time to time which must be a Visa card, and which is eligible for registration under Click to Pay.

“Cardholder” means a person who has a Card with the Bank of Cyprus.

“1bank” means the 24-hour internet banking service provided by the Bank of Cyprus to the Cardholder which may be accessed either through the mobile application of the Bank of Cyprus or through any other device, and which is governed by the Terms and Conditions of 1bank which the Cardholder has accepted.

4. Role of Visa

Where we provide access to Click to Pay through 1bank, Click to Pay is provided as an issuer-offered service from Bank of Cyprus for your Visa Bank of Cyprus Card(s). Visa operates parts of the underlying system to enable checkout and

tokenised credential delivery. The payment to or from a merchant in connection with your use of Click to Pay, including the purchase or return of goods and services, is solely between you and the merchant.

5. Data protection

We need to share certain personal data about you with Visa, including your name, email address, phone number, billing address and other card details, in order to provide you with Click to Pay. Our lawful basis for this processing is consent and therefore we will only share such personal data if you willingly opt-in to Click to Pay.

Visa and Bank of Cyprus act as joint controllers when processing your personal data to provide Click to Pay. For more information about each party's role in providing Click to Pay, please see the summary of the joint controller arrangement set out in the "DATA CONSENT - JOINT CONTROLLER CONSENT FOR Click to Pay SERVICE".

Visa, merchants and other relevant third parties may use and share your Personal Data as set out in the "DATA CONSENT - JOINT CONTROLLER CONSENT FOR Click to Pay SERVICE" and/or information about a transaction including (without limitation) to complete a transaction, to determine eligibility for card benefits or features (such as reward points or instalment options), or such other purposes that you may consent to.

You are responsible for ensuring that any information provided for Click to Pay enrolment and use (including email, phone number, delivery address, billing address, device information and identity attributes) is accurate and kept up to date. The Bank of Cyprus is not responsible for losses arising from inaccurate, outdated or incomplete information provided by you.

6. Authenticating your Click to Pay Account

You may be able to authenticate your use of Click to Pay with your device through biometrics such as fingerprints or face authentication, and/or passcode (together **Passkeys**). Please note that:

- The use of Passkeys is subject to your agreement with your device manufacturer;
- Your Passkeys will not leave your device;
- Where this functionality is available, you may choose to authorise Visa's use of Passkeys with any payment transaction, and you may disable your use of Passkeys for Click to Pay by unlinking your Bank of Cyprus Card or removing your device with Visa.
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7. Your obligations when using Click to Pay

You agree:

- To use Click to Pay only as permitted by applicable law (including rules, regulations and other legal requirements);
- Not to disrupt or interfere with the security or operation of, or otherwise abuse, Click to Pay or any part of it;
- Not to attempt to obtain unauthorised access to Click to Pay or part thereof which is restricted from general access;
- Not to use Click to Pay in any manner that could be deemed false and/or defamatory, abusive, vulgar, hateful, harassing, obscene, profane, threatening, invasive of a person's privacy, or in violation of any third-party rights;
- Not to reproduce Click to Pay in any form, or store or incorporate Click to Pay into any information retrieval system, electronic, mechanical or otherwise;
- Not to copy, emulate, clone, rent, lease, sell, commercial exploit, modify, decompile, disassemble, distribute, reverse engineer or transfer Click to Pay or part of it; and
- Not to use any device, software or routine to interfere or attempt to interfere with the proper working of Click to Pay and/or take any action that imposes an unreasonable or disproportionately large burden on the Click to Pay system, as determined by Visa in its sole discretion.
- To keep devices, credentials, and authentication methods secure;
- Not to share access details or allow third-party access;
- Promptly notify the Bank of Cyprus any loss, theft, or suspected misuse.

8. Changes to Click to Pay and these T&Cs

Your continued use of Click to Pay after any changes, modification or improvements have been made to any or all aspects of Click to Pay will be construed to be acceptance of such changes, modifications or improvements, and the applicability of such changes to these terms as necessary to reflect such changes, modifications or improvements.

If you do not agree to such changes to these T&Cs you must not use Click to Pay. You may terminate/opt-out of Click to Pay at any time through 1bank by selecting the "Remove Click to Pay" option.

9. Liability & Disclaimers

With respect to Visa:

In no event and under no cause of action, including negligence, shall Visa or its affiliates and each of their respective officers, directors, customers, members, employees or authorised agents (collectively, the Visa Parties) be liable for any

damages, claims or losses incurred (including compensatory, incidental, indirect, special, consequential, punitive or exemplary damages), however caused and under and theory of liability, arising from or in connection with Click to Pay, even if a Visa Party is advised of the possibility of such damages, claims or losses.

Notwithstanding anything to the contrary contained in this CTP Notice, the Visa Parties' cumulative liability to you arising from any cause of action will at all times be limited to the lesser of (a) your actual loss or (b) US\$100 (or equivalent in local currency)

Where a jurisdiction does not allow the disclaimer, exclusion or limitation of certain warranties, liabilities and damages, such that the above exclusions and limitations do not apply to you, then Visa's liability to you will be limited to the fullest extent permitted by applicable law. Nothing in these terms excludes Visa's liability to you for (a) death or personal injury caused by its negligence, (b) fraud or fraudulent misrepresentation, or (c) any matter which it would be illegal for Visa to exclude or limit or attempt to exclude or limit liability.

With respect to the Bank of Cyprus:

To the maximum extent permitted by applicable law, Click to Pay is provided on an "as is" and "as available" basis. The Bank of Cyprus does not guarantee that the service will be uninterrupted, error-free, secure at all times, or compatible with all devices, merchants, or systems. Any implied warranties are excluded to the extent permitted by law.

Click to Pay relies on third-party systems and services, including Visa, merchants, payment processors, telecommunications providers, and device/software providers. The Bank of Cyprus does not control such third parties and is not responsible for:

- the availability, performance, or security of their services;
- any merchant's refusal to accept Click to Pay;
- the quality, delivery, legality, or safety of goods or services purchased.

The Bank of Cyprus may suspend, limit, or withdraw Click to Pay (in whole or in part) where necessary for:

- security reasons;
- suspected unauthorised or fraudulent use;
- legal or regulatory requirements; or
- system maintenance or upgrades.

The Bank of Cyprus will use reasonable efforts to restore the service and provide notice where practicable.

The Bank of Cyprus will not be liable for losses resulting from your fraudulent conduct or intentional or grossly negligent failure to comply with your obligations when using Click to Pay, subject to applicable law.

The Bank of Cyprus is not responsible for any delay, failure, or error caused by:

- internet or telecommunications networks;
- device malfunction or incompatibility;
- system failures outside the Bank's control.

To the maximum extent permitted by law, the Bank of Cyprus shall not be liable for:

- indirect or consequential losses;
- loss of profits, business, or opportunity;
- loss of data or goodwill,
arising from the use or inability to use Click to Pay.

The Bank of Cyprus shall not be liable for any failure or delay caused by events beyond its reasonable control, including;

- system outages of Visa or third parties;
- cyberattacks;
- natural disasters or public emergencies;
- regulatory or governmental actions.

10. Acceptance

Prior to selecting the "I have read and agree to the Terms and Conditions" option, please read these T&Cs carefully and ensure that you fully understand and agree to them. By selecting the above option, you are agreeing to be legally bound by these T&Cs.

In order to use Click to Pay services with your Visa Bank of Cyprus Card, you will also need to willingly opt-in and accept the "DATA CONSENT - JOINT CONTROLLER CONSENT FOR Click to Pay SERVICE".

11. Governing Law

These T&Cs shall be governed by and construed in accordance with the laws of the Republic of Cyprus and the courts of the Republic of Cyprus shall have non-exclusive jurisdiction to settle any dispute which may arise from or in relation to these T&Cs.

12. Declaration of the Cardholder

The Cardholder understands, accepts and acknowledges that the combination of the 1bank User ID and Passcode constitutes the identity verification of the Cardholder by the Bank. Therefore, the Cardholder agrees and accepts that the Bank of Cyprus will consider the combined use of the 1bank User ID and Passcode as entered by the Cardholder personally and that the Bank of Cyprus will not be liable in case the 1bank User ID and Passcode are used without the Cardholder's authorisation by a third party due to the Cardholder's own negligence and/or recklessness and/or oversight and/or otherwise.