

Terms and Conditions for the Use of Safe@Web Service

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE REGISTERING WITH AND/OR USING THIS SERVICE

The Card Terms and Conditions remain in full force and effect. The present Terms and Conditions are only valid for use of the Safe@Web Service.

Safe@Web is the service, offered by the Bank of Cyprus Public Company Ltd to its Cardholders as provided in these Terms and Conditions, which adds security to the online purchases of the Cardholders by authenticating their identity at the time of a purchase via the 3-D Secure technology platform developed by Visa, MasterCard and American Express, by registering with and/or using the following 3-D Secure services as applicable; (a) *Verified by Visa by Visa*, (b) *MasterCard SecureCode* by MasterCard and (c) *American Express Safekey* by American Express for online purchases from merchants participating in the Verified by Visa and/or MasterCard SecureCode and/or American Express Safekey services.

The registration with and the use of the Safe@Web Service is governed by these Terms and Conditions, which form an agreement between the Bank of Cyprus Public Company Ltd and the Cardholder and are provided in addition and/or without prejudice to the Card Terms and Conditions and/or any other agreement governing the relationship between the Bank of Cyprus Public Company Ltd and the Cardholder including, without prejudice to the above, the Terms and Conditions of 1bank, if applicable. In case of a conflict between these Terms and Conditions and the Card Terms and Conditions and/or any other agreement governing the relationship between the Bank of Cyprus Public Company Ltd and the Cardholder, these Terms and Conditions shall prevail with respect to the Safe@Web Service. The said terms are to be found at the website of 1bank as amended from time to time.

1. DEFINITIONS

- 1.1 "**Bank**" means the Bank of Cyprus Public Company Ltd, 51 Stasinou Street, CY-2002, Strovolos, Nicosia with registration no. HE 165 and includes its employees, successors and assignees and any person that acts on its or their behalf.
- 1.2 "**Call Centre**" means the Customer Service Agent System, as these terms are defined in the Terms and Conditions of 1bank of the Bank.
- 1.3 "**Card**" means a Visa card or MasterCard card or an American Express card which may be a credit card or a debit card or a prepaid card or internet card issued or to be issued by the Bank to a Cardholder..
- 1.4 "**Cardholder**" means the Cardholder and/or Principal Cardholder and/or any Authorised Cardholder as these terms are defined in the Card Terms and Conditions.
- 1.5 "**Card Terms and Conditions**" means the terms and conditions governing the issuing and use of the Card signed or to be signed or otherwise applicable between the Bank and a Cardholder. The Card Terms and Conditions apply and remain in full force and/or are valid and binding to the Bank and the Cardholder, where appropriate. In case of a conflict between these Terms and Conditions and the Card Terms and Conditions, these Terms and Conditions shall prevail with respect to the Safe@Web Service.
- 1.6 "**Card Transactions**" means any transaction whereby cash is deposited or withdrawn or any transaction whereby goods or services are obtained by the use of the Card, the Card Number or in any manner authorised by the Cardholder for debit to the Card Account and includes:
 - (1) generally the purchase of goods and/or services through the use of a Card including the use of the electronic payment systems at the point of sale (POS),

and all the facilities and/or services which the Bank offers and/or will offer in the future either through its employees or through its automatic teller machines (ATMs), computer systems, internet or Internet Banking Services, to the Cardholder with the use of a Card and

(2) the purchase of goods and/or services from Participating Merchants and/or generally all the facilities that the Bank provides and/or will continue to provide and/or will introduce in the future through and/or for the purposes of Safe@Web, by the use of Cards registered with Safe@Web.

- 1.7 "**Internet Banking Services**" means the services provided by 1bank. The term "1bank" is defined in the Terms and Conditions of 1bank of the Bank.
- 1.8 "**MasterCard SecureCode**" is the brand name by MasterCard for its service with regards to providing the 3-D Secure technology platform for online purchases developed by MasterCard.
- 1.9 "**One-Time Password**" or "**OTP**" is the security code, with temporary validity, for single use, generated by a virtual Security Device and sent to the Cardholder via Short Messaging Service ("SMS") to his/her Mobile Number. The Cardholder will be asked to enter this OTP in order to complete a particular Card Transaction.
- 1.10 "**Participating Merchant**" means a merchant participating in the Verified by Visa and/or the MasterCard SecureCode and/or American Express Safekey services.
- 1.11 "**American Express Safekey**" is the brand name by American Express for its service with regards to providing the 3-D Secure technology platform for online purchases developed by American Express.
- 1.12 "**Safe@Web**" is the service offered by the Bank for registration with and/or using a Card for the Verified by Visa and/or the MasterCard SecureCode and/or American Express Safekey services.
- 1.13 "**Security Device**" means any virtual Security Device including without limitation the virtual device producing single use codes.
- 1.14 "**Verified by Visa**" is the brand name by Visa for its service with regards to providing the 3-D Secure technology platform for online purchases developed by Visa.
- 1.15 "**Mobile Number**" is the Cardholder's mobile number that is registered in the Bank's records.
- 1.16 Any and all words defined in singular shall, where the context so allows and/or unless otherwise provided, include the plural and vice versa. Any reference to the masculine shall include the feminine and vice versa.

Without prejudice to sub-clause 1.16 above and unless otherwise expressly provided herein, where a definition or provision is included in these Terms and Conditions and the same definition or provision is also found in the Card Terms and Conditions and/or any other agreement governing the relationship between the Cardholder and the Bank, including without prejudice to the above, the Terms and Conditions of 1bank the definition and/or provision in these Terms and Conditions is read together with and/or in addition and/or without prejudice to the corresponding definition and/or provision in the Card Terms and Conditions and/or any other agreement governing the relationship between the Cardholder and the Bank.

Furthermore, without prejudice to sub-clause 1.7 above, the definitions used in these Terms and Conditions not otherwise interpreted shall have the meaning given thereto by the Payment Services Law of 2009 as amended from time to time.

2. REGISTRATION WITH AND USE OF SAFE@WEB

- 2.1A Cardholder will register a Card with Safe@Web during an online purchase from a Participating Merchant, also referred to as "activation during shopping" and abbreviated hereinafter as "**ADS**" using the OTP. The Cardholder may contact the Call Centre for any assistance required during registration as per clause 2.7. below.
- 2.2 The Bank has the right to reject registration of a Card with Safe@Web if the Cardholder's personal data and/or Mobile Number is incorrect or inadequate or cannot be verified or

matched with the records and/or information held by or in the proper knowledge of the Bank. Accordingly, if any such personal data and/or Mobile Number has changed, the Cardholder must notify the Bank immediately so that its records shall be updated.

- 2.3 When the Cardholder has used the OTP method to register with Safe@Web Service, then every time he/she wants to make a transaction at the website of a Participating Merchant at Safe@Web, an OTP will be generated and sent to the Cardholder's Mobile Number. The Cardholder will be asked to enter this OTP at a designated field in order to complete the transaction.
- 2.4 The Cardholder must register a Card with Safe@Web Service during ADS by entering the OTP. After the maximum permitted failed attempts to enter a valid OTP at the website of the same or different Participating Merchant, the Card cannot be used at Safe@Web Service and the Cardholder must communicate with the Call Centre as per sub-clause 3.3 below and can also return to the Participating Merchant's website to enter another form of payment. The Cardholder will still be able to use his Card to proceed to online purchases from non-participating merchants.
- 2.5 Before the first online purchase by a Card registered with Safe@Web Service, the Cardholder must read and accept these Terms and Conditions including, particularly, the Privacy Policy in clause 4 below. If a Cardholder does not accept these Terms and Conditions, including the Privacy Policy, registration with Safe@Web cannot be completed and will be unsuccessful. It is recommended that the Cardholder prints and keeps a copy of these Terms and Conditions for future reference.
- 2.6 Without prejudice and/or further to the above, any and all instructions and information regarding registration with and use of Safe@Web which are included in every step of such registration and use of Safe@Web and of an online Card Transaction with a Participating Merchant must be followed by and are binding to a Cardholder that uses Safe@Web.
- 2.7 The Bank reserves the right to introduce, at its absolute discretion, a fee for the registration with and the use of Safe@Web and to notify the Cardholder accordingly in any way it shall decide. For any information and/or any assistance the Cardholder may contact the Call Centre at 800-00-800 or +357-22128000 (if calling from abroad) from 07:45 to 21:30 on Business Days.

3. SECURITY

- 3.1 The Cardholder must keep all his personal data and his/her OTP, confidential at all times including, without limitation, not disclosing it to anyone or writing it down or otherwise recording it in any way that may be accessible or understood or found by anyone other than himself/herself.
- 3.2 Further and without prejudice to sub-clause 3.1 above and/or generally to the Card Terms and Conditions, the provisions regarding the obligations of the Cardholder to safeguard his/her Card and PIN found in any agreements governing the relationship of the Cardholder and the Bank, apply with respect to Safe@Web.
- 3.3 If a Cardholder suspects or knows that someone other than himself/herself may register or has registered with and/or may use or has used Safe@Web with his/her personal data and/or Mobile Number and/or can obtain or has access or knows his/her OTP, he/she must immediately notify the Bank at any of the following telephone numbers: Call Centre: 800-00-800 or +357-22128000 (if calling from abroad) from 07:45 to 21:30 on Business Days for any reason in order for the Bank to block or unblock the Card for use of the Safe@Web Service. From 21:30 to 07:45 on Business Days and any time during Non-Business Days, the Cardholder must immediately contact JCC Payment Systems at +357 22868100, to cancel his/her card/s.
- 3.4 If the Cardholder suspects or knows that any unauthorised Card Transactions have been carried out through Safe@Web, he/she must immediately notify the Bank as abovementioned.
- 3.5 The Bank has the right to immediately block a Cardholder's Card in the cases provided in sub-clauses 3.3 and/or 3.4 above.

3.6 The Bank is not liable for the misappropriation of a Cardholder's personal information data and/or Mobile Number and/or misappropriation of Card details and/or fraud.

4.PRIVACY POLICY

4.1 The Bank processes personal data of Cardholders in accordance with the Processing of Personal Data (Protection of Individuals) Law of 2001 (L.138(I)/2001), as it will be amended from time to time, incorporating into Cyprus law the European Directive 95/46/EC on the protection of individuals with regard to the processing of personal data and on the free movement of such data and as provided in relevant regulations, procedures and documentation of the Bank and in accordance with the document/s in relation to the processing of his/her personal data by the Bank which were signed and/or made known to the Cardholder for the issuing of a Card and/or opening an account with the Bank and that remain valid and binding and apply, where appropriate, with regard to registration with and/or use of Safe@Web by a Cardholder.

4.2 For the purposes and/or in the context of Safe@Web, the Bank will ask Cardholders to provide certain personal data, which the Bank already lawfully processes or anyway will process before registration with and/or use of Safe@Web by the Cardholder in accordance with the relevant regulations and procedures of the Bank including, without limitation, the provisions of any document/s in relation to the processing of personal data by the Bank which were signed by the Cardholder, that remain valid and binding.

4.3A Cardholder's personal data requested for the purposes and/or in the context of Safe@Web will be further and lawfully processed by the Bank for the purposes and/or in the context of Safe@Web including, without limitation, lawful disclosure to any third party/ies, as provided in Law 138(I)/2001 and/or Directive 95/46/EC.

4.4 Specifically, but without limitation to sub-clause 4.3 above and without prejudice to sub-clause 4.1 above, the Bank may need to and in such cases will transfer, transmit or otherwise make available a Cardholder's personal data to third party/ies providing service/s to and/or acting as agent/s of the Bank and/or to any subsidiary and/or affiliate company/ies of the Bank for the purposes and/or in the context of Safe@Web.

4.5 The Bank will not transfer, transmit or otherwise make available a Cardholder's personal data to Participating Merchants except where and as provided in Law 138(I)/2001 and/or Directive 95/46/EC.

4.6 Upon acceptance of these Terms and Conditions the Cardholder agrees and gives his/her express consent to the processing of his/her personal data as provided in these Terms and Conditions for the purposes and/or in the context of Safe@Web.

5.LIABILITY AND DISCLAIMER

5.1 The Bank will not be liable for any inconvenience and/or loss and/or damage incurred or caused to a Cardholder from use of Safe@Web in breach of any provision/s in these Terms and Conditions by the Cardholder.

5.2 The Bank will not be liable for any inconvenience and/or loss and/or damage incurred or caused to a Cardholder from any delay/s and/or technical dysfunction/s and/or failures of the internet and/or the mobile telecommunication services and/or of the website of any Participating Merchant/s and/or of any electronic system/s and/or software and/or settings used for access by the Cardholder to Safe@Web, including access to the website of any Participating Merchant/s, and/or from any virus/es to and/or affecting the aforementioned.

5.3 The Bank will not be liable for any inconvenience and/or loss and/or damage incurred or caused to a Cardholder due to his/her failure to enter the OTP correctly.

5.4 The Bank will not be liable for any inconvenience and/or loss and/or damage incurred or caused to a Cardholder due to the fact that the personal data and/or Mobile Number that the Cardholder has provided and/or provides when requested by the Bank is not correct and/or updated and/or is inadequate and/or is not provided at all. The Bank will not be liable for any inconvenience and/or loss and/or damage incurred or caused due to change/s of such personal data and/or Mobile Number for which the Cardholder has not properly and adequately notified the Bank. The Cardholder will be able to notify the

Bank by contacting the Call Center as per clause 2.7 above or by visiting any branch of the Bank or by using any other method accepted by the Bank.

- 5.5 The Bank will not be liable for any loss and/or damage resulting from a Cardholder's delay or omission to notify the Bank for any suspected or otherwise unauthorised use of his/her personal data or OTP for registration with and/or access to and/or use of Safe@Web.
- 5.6 The Cardholder will be liable for every use of the personal data and/or Mobile Number that he/she provided and/or his/her OTP in relation to Safe@Web, unless it is the result of fraud or gross negligence of the Bank or third party/ies providing service/s to and/or acting as agent/s of the Bank and/or any subsidiary and/or affiliate company/ies of the Bank for the purposes and/or in the context of Safe@Web.
- 5.7 The Bank has no control over and cannot and will not warrant accessibility to or the safety of any Participating Merchant website/s, whether these are accessed directly or through links on the official website or otherwise by or through the Bank. Such websites are constructed and designed at the exclusive discretion and with the exclusive liability of their owners and/or the persons maintaining them and the Bank cannot and will not censor or edit or approve or be responsible or liable for the content or privacy policies or practices of such websites and for the correctness, legality, complement, prominence and accuracy of information therein, or for the quality or fitness or attributes of products and/or services available from the proper persons in such websites and/or links, whether a Cardholder purchases same or not. Furthermore, the Bank will not be responsible or liable for faults in and/or bad administration of such websites and/or for any loss and/or damage to any user/ visitor including, without limitation by access to and/or use of software, information, services and/or products of such websites and/or links.
- 5.8 The Bank will not be liable for any disruption and/or failure to provide Safe@Web and/or any loss and/or damage to Cardholders from such disruption and/or failure, which is the result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act/s of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity or telephone services. In such an event the Bank will take all reasonable steps to notify Cardholders and restore Safe@Web the soonest and minimise delay and/or damages caused by foreseeable events.
- 5.9 The Bank shall not be liable in the event of failure to comply with its obligations vis-a-vis the Cardholder according to these Terms and Conditions, if: (i) this is due to abnormal or unforeseen circumstances outside the Bank's control the effects of which cannot be avoided despite the Bank's efforts to the contrary, or (ii) the non-compliance is due to the Bank's obligations under European or national Law.
- 5.10 The Bank may suspend or terminate a Cardholder's use of Safe@Web service immediately if the Cardholder informs the Bank or if the Bank is otherwise informed or suspects that:
- (a) a person other than the Cardholder is attempting to use or is using or has used his/her personal data and/or his/her OTP;
 - (b) a person other than the Cardholder knows or can gain knowledge of his/her OTP;
 - (c) a Cardholder's OTP has been and/or is being used illegally;
 - (d) a Cardholder has breached these Terms and Conditions or the Card Terms and Conditions;
 - (e) The Card Terms and Conditions is terminated due to and as per the provisions in the Card Terms and Conditions and/or the Cardholder's Card has been blocked, for any reason in accordance with the Card Terms and Conditions.
- 5.11 The Bank will terminate a Cardholder's use of Safe@Web immediately if required to do so by the provisions of any applicable law.

- 5.12 The Bank may terminate the use of Safe@Web by a Cardholder if required to do so by any third party/ies providing service/s to and/or acting as agent/s of the Bank and/or by any subsidiary and/or affiliate company/ies of the Bank, for the purposes and/or in the context of Safe@Web.
- 5.13 Safe@Web Service and the use of it by a Cardholder may be suspended and/or terminated if and when Verified by Visa and/or MasterCard SecureCode and/or American Express Safekey is/ are suspended and/or terminated.
- 5.14 Without prejudice to the abovementioned provisions, the Bank may terminate a Cardholder's use of Safe@Web without providing any reasoning by giving a 2 months' notice in a way that the Bank considers proper.
- 5.15 The Bank shall be entitled to cancel the termination of a Cardholder's use of Safe@Web, if the Cardholder satisfies the Bank that the reasons for termination do not apply.
- 5.16 Regardless of the above, the Card Terms and Conditions in relation to the termination of such agreement and/or blocking of the Card shall remain in effect..

6.AMENDMENTS

- 6.1 The Bank has the right to make any amendments to these Terms and Conditions. If the amendment is to the advantage of the Cardholder it will take immediate effect and the Cardholder will be notified within 30 days. If the amendment is neither to the Cardholder's advantage or disadvantage, the Bank will give at least 30 days notice before making the amendment. If the amendment is to the Cardholder's disadvantage the Bank will give at least 60 days notice before making the change. Such a notice shall be sent to any address and/or e-mail address that the Cardholder has provided to the Bank and/or through announcements or notifications or secure messages through 1bank (for Cardholders registered with the 1bank Service) and/or on the official website of the Bank and/or in pamphlets and/or documents or letters at any branch of the Bank and/or in the press and/or by SMS or telephone call.
- 6.2 The Bank may proceed to make any amendment/s with immediate effect when such amendment/s is/ are:
- (a) made in order to update or improve the Safe@Web Service offered by the Bank;
 - (b) made due to requirements imposed on the Bank for the purposes and/or in the context of Verified by Visa and/or MasterCard SecureCode and/or American Express SafeKey;
 - (c) made due to requirements imposed on the Bank by any third party/ies providing service/s to and/or acting as agent/s of the Bank and/or by any subsidiary and/or affiliate company/ies of the Bank, for the purposes and/or in the context of Safe@Web;
 - (d) required by the provisions of any applicable law or other regulatory requirement affecting the Bank;
- 6.3 Should the Cardholder exercise his/her right to terminate this agreement under this clause, he/ she shall have his/ her respective rights as defined in the Card Terms and Conditions, and/or under any other agreement governing the relationship between the Bank and the Cardholder including without prejudice to the above, the Terms and Conditions of 1bank, if applicable, and his/ her rights arising out of applicable laws.

7.GOVERNING LAW AND JURISDICTION

These Terms and Conditions are governed by and construed in accordance with the laws of the Republic of Cyprus and any dispute between the Bank and a Cardholder by virtue of or resulting from these Terms and Conditions is subject to the jurisdiction of and will be resolved by the Courts of the Republic of Cyprus. This does not affect the Bank's right for recourse against the Cardholder in the Courts of any other Country.