

Terms and Conditions “BoC Wallet”

These Boc Wallet Terms are valid as from 20 October, 2020

1. Definitions

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

“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 Stassinos St., Strovolos 2002 and licensed by the Central Bank of Cyprus. The definition also includes its successors, assigns and any person acting on its or their behalf.

“BoC Wallet” means a digital wallet provided by the Bank in which you may register details of any and all of your Cards and by means of which you are able to securely conduct mobile payment transactions.

“BoC Wallet App” means the mobile device application for smartphones in which the near field communication (NFC) technology has been incorporated and through which you may register your Cards and make use of the BoC Wallet.

“BoC Wallet Contactless Transaction” means the Card transaction facilitated by the use of the BoC Wallet through your mobile device and the BoC Wallet App. “BoC Wallet Terms” means the present terms and conditions under which the BoC Wallet shall be used.

“Device Unlock Method” means any method required to unlock the mobile device with which you use the BoC Wallet, including a personal identification number (PIN), pattern, password or biometric identifier.

“Card” means a credit, debit or prepaid 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 the details of which can be registered in the BoC Wallet.

“Card Terms and Conditions” means the relevant terms and conditions under which the Card shall be used by you and which can be found on the Bank’s website.

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

“Privacy Statement” means the Bank’s statement on how personal data is processed, which can be found on the Bank’s website.

2. General

2.1 The BoC Wallet App and BoC Wallet are provided to you by the Bank. These BoC Wallet Terms apply to the use of the BoC Wallet App and BoC Wallet.

2.2 By accepting these BoC Wallet terms, upon registering a Card in your BoC Wallet, you agree to be bound by these BoC Wallet Terms. You should these BoC Wallet Terms carefully together with our (i) Card Terms and Conditions which can be found on the Bank’s website at <https://www.bankofcyprus.com.cy/en-gb/retail/cards/> and (ii) our Privacy Statement which can be found on the Bank’s website at https://www.bankofcyprus.com.cy/en-gb/contact_us/privacy-notice/.

2.3 The Bank may amend these BoC Wallet terms from time to time for technical, commercial or legal reasons. In such case, the Bank shall notify you 45 days prior to the amended BoC Wallet Terms coming into force. Any continued use of the BoC Wallet App and the BoC Wallet after this notice period shall be deemed to be an implicit acceptance of the amended BoC Wallet Terms.

3. Licence

The Bank grants you a strictly personal, non-exclusive and non-transferable licence (the "Licence") to install the BoC Wallet App, including future updates, on your mobile device and use it, with the following obligations and/or restrictions:

- a) No property rights or intellectual rights are transferred to you. The Licence exclusively gives you the right to install the BoC Wallet App on the your mobile device and use it in accordance with the purposes stated in these BoC Wallet Terms or as otherwise indicated by the Bank;
- b) The Bank reserves all rights to the BoC Wallet App, including property rights, copyrights and intellectual property rights;
- c) The trade names, marks and logos (or symbols comparable with these) of the Bank displayed on or in the BoC Wallet App are the property of the Bank. You may not use any of these trade names, marks or logos without advance written permission from the Bank;
- d) You may not alter, copy, distribute, transfer, display, publish, sell or grant a licence to the BoC Wallet App or any information or software connected with the BoC Wallet App; and
- e) You must always use the most recent version of the BoC Wallet App and ensure that your mobile device's operating system is up to date.

4. Registration and Account Security

4.1. In order to use the BoC Wallet, you are required to register your Card/s through a customer authentication procedure, by requesting a one-time password that will be sent by SMS to your mobile device number which you have registered with the Bank, in order to complete the verification and registration of any Card in the BoC Wallet.

4.2. To access the BoC Wallet App in order to make Card Payments you must set a Device Unlock Method which has the same effect as your Card's PIN.

4.3. You shall:

- a) use all reasonable efforts to protect the confidentiality of your Device Unlock Method;
- c) not allow any third party to access or use your BoC Wallet;
- d) not inform any third person of your Device Unlock Method, store or write the Device Unlock Method down; and
- e) read all information updates that are notified to you by the Bank. You shall, in particular, ensure to remain constantly informed of the recommendations and instructions provided on the Bank's website and shall abide by them with diligence. Such instructions and recommendations concern the updating of the parameters related to the BoC Wallet and the security of the BoC Wallet Contactless Transactions, including but not limited to the indicated actions for the renewal and updating of the necessary "keys", which are required for the conduct of each BoC Wallet Contactless Transaction through the connection of the mobile device.

You acknowledge that the poor or incomplete implementation of and compliance with this clause may lead to a breach of your personal data, as well as to transactions carried out by non-authorized parties.

4.4. 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 unauthorized use of your BoC Wallet or your Device Unlock Method;
- b) any suspicion of fraudulent activity or data disclosure related to the BoC Wallet itself;

d) any other actual or potential security breach relating to your BoC Wallet; or

e) the loss or theft of your mobile device.

5. Eligibility for subscription to the BoC Wallet

5.1 You may only register to your Wallet the Cards that have been issued in your name and you may not allow a third party to register your Card to the third party's BoC Wallet.

5.2 You may not register payment cards or other payment instruments other than Cards to your BoC Wallet.

6. Use of the BoC Wallet through the mobile application for conducting BoC Wallet Contactless Transactions with the use of mobile devices

6.1. You may conduct BoC Wallet Contactless Transactions at Merchants who hold a Card reader (i.e. a physical 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 (please see the FAQs available on the Bank's website for more details) through the BoC Wallet App. BoC Wallet Contactless Transactions at the Merchants that participate in the Antamivi card loyalty scheme, will earn points as per the terms & conditions of the scheme which can be found on the website of the scheme or the Antamivi mobile app.

6.2. The BoC Wallet requires the use of certain types of mobile devices (smartphones) in which the NFC (Near Field Communication) technology has been incorporated.

6.3. Activation of the BoC Wallet requires the registration of your Card/s in the BoC Wallet App and the connection of your mobile device to the internet.

6.4. After your registration in the BoC Wallet App, and upon selection of the activation of the BoC Wallet, you must follow the indicated steps which appear on the screen of your device. You must your preferred Device Unlock Method, which will be used thereafter before the completion of each BoC Wallet Contactless Transaction.

6.5. In case you change or delete your set Device Unlock Method the Cards in your BoC Wallet will be deleted automatically. In order for you to be able to conduct BoC Wallet Contactless Transactions again you will need to register your Cards to your BoC Wallet again as described in paragraph 4 above.

6.6. In order for the BoC Wallet Contactless Transaction to be executed, you must unlock your mobile device using your set Device Unlock Method and hold your mobile device for a few seconds at a small distance from the special sensor of the POS terminal of the Merchant, which bears the mark "contactless", in order to complete the BoC Wallet Contactless Transaction.

6.7. In case you do not unlock your mobile device using your set Device Unlock Method prior to holding your mobile device near the POS terminal, you will be asked to do so after the BoC Wallet Contactless Transaction is identified and appears on the screen of the mobile device. Then you must again hold your mobile device at a small distance from the special sensor of the POS terminal of the Merchant in order to complete the BoC Wallet Contactless Transaction.

6.8. Each BoC Wallet Contactless Transaction is completed upon connection of the POS 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 Card reader (accept/deny). Subsequently, the relevant receipt, equivalent to the amount of the transaction which took place, is issued from the POS terminal, and delivered to you. All the approved BoC Wallet Contactless Transactions shall appear on the Card's activities in the BoC Wallet.

6.9. In case you require a refund or in case a dispute relating to a BoC Wallet Contactless Transaction arises you must follow the rules as set out by the Cards Terms and Conditions available on the Bank's website.

6.10. Apart from the above, you may not conduct any other transactions through the BoC Wallet, such as cash withdrawal from ATMs or branches and internet or telephone transactions.

6.11. Analytical information and instructions for the operation and use of the BoC Wallet are provided in the BoC Wallet App.

7. Charges

7.1. The Bank applies no charges for the provision of the BoC Wallet or the BoC Wallet App. The Bank reserves the right to charge for the provision of BoC Wallet App or BoC Wallet in the future by providing notification of the charge in accordance with clause 2.2. Upon this notification, you may terminate your BoC Wallet as provided by clause 9 of these Terms and Conditions.

8. Data Protection

8.1. These BoC Wallet 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/. The Privacy Statement sets out more detailed information about the Bank's use of personal data. You should review this Privacy Statement to ensure that you understand how the Bank processes your personal data and you understand your rights with respect to this processing.

8.2. You are hereby informed that your card number expiry date and CVV2 will be transmitted to JCC Payment Systems Ltd for the purposes of completing your card registration to the BOC Wallet.

9. Termination and Suspension

9.1. You may terminate the BoC Wallet at any time by removing the registered Cards from the BoC Wallet or by deleting the BoC Wallet App.

9.2. The Bank may immediately suspend, discontinue or terminate your access to your BoC Wallet at any time and without prior notice, when it is justified by the following reasons:

- a) you have deleted all your Cards from your BoC Wallet;
- b) for safety reasons, if you are suspected of carrying out fraudulent transactions through the BoC Wallet or/and illegal use of the BoC Wallet;
- c) upon suspicion of money laundering and terrorist financing;
- d) due to a reasonable request of the Card issuer; or
- e) when you seriously breach any of these BoC Wallet Terms;

9.3. The Bank may discontinue or terminate the provision of the BoC Wallet App and/or the BoC Wallet at its sole discretion by providing you 30 days prior written notice.

10. Liability

10.1. You are yourself liable for any damage to your mobile device and linked accessory or any loss of data arising from downloading or using the BoC Wallet App, which is not due to the Bank's fault or gross negligence. The Bank is not liable for damage resulting from the use of software on your mobile device which has not been officially approved by the manufacturer of the operating system of your mobile device.

10.2. The BoC Wallet App is provided without any guarantee or assurance of any nature whatsoever in relation to the functionality of the BoC Wallet App and the accuracy of the information shown therein. To the fullest extent legally permitted, the Bank is not liable for damage resulting from shortcomings or defects which affect the BoC

Wallet App or linked accessory, except if such damage has been caused by deliberate recklessness, fraudulent misrepresentation, fault or gross negligence on the part of the Bank, its employees or its agents.

10.3. Subject to clause 10.2, despite the Bank having taken all necessary security measures, the Bank cannot be held liable for any damage that may occur to your computer system, device hardware or software or loss of data that results from the use of the BoC Wallet.

10.4. The Bank does not guarantee that the BoC Wallet will always be available, uninterrupted and in full operating condition. Access to the BoC Wallet may be suspended temporarily and without any prior notice in case of system failure, maintenance or repair or for any reasons beyond the Bank's control. Subject to clause 10.2, the Bank shall not be held liable for any suspension, discontinuance, termination, change or modification of your use or access to the BoC Wallet

10.5. Subject to clause 10.2 but without prejudice to any other limitations of liability as contained in these BoC Wallet Terms, the Bank is not liable for any indirect damage and/or loss.

11. Waiver

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

12. Severability

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

13. Complaints

13.1. The Bank has an internal complaints handling procedure. The Bank handles complaints efficiently and as expeditiously as reasonably possible. If you have any complaint about the enforcement of these BoC Terms by the Bank, you should follow the procedure as set out by section 17 of the Card Terms and Conditions (available on the Bank's website).

14. Applicable Law

14.1. These BoC Wallet Terms and any amendments thereto shall be governed by Cyprus Law.

14.2. Any Disputes arising from these BoC Wallet Terms or in connection with these BoC Wallet Terms that cannot be resolved by means of the internal complaints handling procedure referred to in Article 13, will be settled by the competent court in Cyprus.