

Prepaid Cards Terms and Conditions

Terms and Conditions of use of Prepaid Visa

1. SCOPE

In these terms and conditions, unless the context otherwise requires:

"ATM" means the automatic teller machine which accepts the Card and is operated by the Bank or any third party.

"Bank" means the Bank of Cyprus Public Company Ltd (Reg.No.165) at 51 Stassinos St., Strovolos 2002, and its successors and assigns and includes any person acting on its or their behalf.

"Bank of Cyprus Card Centre" means the department of the Bank that issues and administers Cards of 97 Kyrenia St, 2113 Aglantzia.

"Bank of Cyprus SMS Care" is the service provided by the Bank to the Cardholder whereby the Bank sends text messages by telephone (SMS) either for the prevention of fraud or for the services which the Cardholder may, by submitting an application, make use of from time to time and which is broadcasted through a network, as the internet or the telecommunications network or any other means of communication, to the mobile telephone number the Cardholder specifies on his application.

"Business Day" means Monday to Friday excluding bank holidays in Cyprus.

"Card" means the PREPAID VISA issued to a person and conferring on such a person the possibility to effect the transactions defined in the terms and conditions upon which the Card is issued and includes any renewals thereof with other PREPAID VISA cards issued by the Bank to the Cardholder, including without limitation, any contactless card, wearable and/or sticker card.

"Card Account" or **"Account"** means an account maintained by the Bank in relation to card transactions incurred from usage of the Card/s.

"Cardholder" means the persons at whose request the Card is issued who agrees to be responsible for transactions incurred through its use and includes his personal representatives and heirs.

"Card Transaction" means any transaction whereby cash is deposited or withdrawn or any transaction whereby goods or services are obtained by the use of the Card, the Card Number or in any manner authorized by the Cardholder for debit to the Card Account.

"Cut-off Time" means the point in time during any Business Day after which any Card Transaction received in relation to a Card Account shall be deemed to have been received the next Business Day and shall be as follows:

- For cash withdrawals and deposits at an ATM within the Bank's network which offers an online deposit service 17.30.
- For cash deposits at an ATM within the Bank's network which does not offer an online deposit service and Card Transactions outside the Bank's network 13.30.

"PIN" means the Personal Identification Number, issued to or specified by the Cardholder.

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

2. THE CARD

(a) The Card shall be used by the cardholder exclusively and always within the limits of the balance available in the account.

(b) As part of the Bank's decision making process and in an effort to minimize misuse of the cards or fraud, the Bank has set certain internal security limits by fixing a maximum daily and/or per Card Transaction amount and/or maximum number for Card Transactions and as a result may refer an authorization request back to the Merchant for further information. In such case the Cardholder may be asked to produce further evidence of his identity. This may also be done on a random basis for fraud prevention purposes. The Bank shall not be liable for any damage suffered by the Cardholder as a result of delay or refusal to execute a Card Transaction. The maximum internal security limits per day and/or per Card Transaction amount and/or the maximum number of Card Transactions applicable are adequate to cover the majority of the Card Transactions. Where the Cardholder intends to make a Card Transaction for a higher amount or a large number of Card Transactions he should contact his branch during working hours and inform them as to the time and/or the amount and provided the Account balance available allows for an increase/variation of the internal limits.

(c) The Card is the property of the Bank. The Cardholder must return it to the Bank on demand. The Bank may from time to time issue new Cards of a type different to the one the Cardholder has applied for, in parallel and/or to replace existing ones. The signature of the present Agreement shall be deemed as an application of the Cardholder for the issuing of Cards as above. If the type of Card changes the number of the Card Account may also change. If the change as per the present paragraph is unfavourable to the Cardholder the Agreement may be terminated according to paragraph 7 below without charge.

(d) The Cardholder should use the Card only during the validity period shown on it.

(e) The Cardholder is liable to the Bank for all Card Transactions which are incurred through use of the Card and irrevocably authorises the Bank to pay all Card Transactions by debiting the Account.

(f) In the context of offering a better quality of service to our customers, we have provided the Contactless Payments service, in order to render payments faster and easier. During the use of this service the Card does not come into direct contact with the terminal, there is no need to enter a PIN number or signature, and the service is available for payments below a certain amount, within strict limits for safety purposes.

(g) In using the Card the cardholder must comply with all applicable laws.

(h) The card may not be used for illegal purposes.

3. STATEMENTS/INFORMATION TO CARDHOLDER

(a) The Bank may debit the Card Account with the amounts of all Card Transactions, any other liabilities of the Cardholder and any loss incurred by the Bank arising from the use of the Card.

(b) The Cardholder shall be liable to pay to the Bank all amounts debited to the Card Account provided he has authorized the Card Transactions by signing the sales draft or inserting the PIN as a point of sale or as per the instructions of the Merchant or if the Card Transaction is made through the internet or in case of postal or telephone orders, he has authorized the Card Transaction according to the instructions of the Merchant or the supplier of the goods that may include:

- The insertion of the PIN or any other security code
- The disclosure of details written on the Card and any other information

(c) Card Transactions authorized by the Cardholder according to the present Terms cannot be revoked. If the Cardholder wishes to cancel a Transaction he should contact the Merchant or service provider.

(d) The Bank shall also debit the Account with annual subscription fees, service charges, handling fees and administration expenses. The Bank shall also have the right to debit the Account of the Cardholder with fees for the re-issuing or replacement of a Card and fees for the re-issuing of a PIN. Details of all the above costs and charges as per the present paragraph now in force are shown in the attached Table of Commissions and Charges Concerning Debit/Direct/Credit Cards which is today given to the Cardholder and is available at the website of the Bank, www.bankofcyprus.com and may be obtained from any branch of the Bank or

by telephone by calling the numbers specified in paragraph 4(b) Subject always to the provisions of any Law in force from time to time, the Bank has the right to vary any fees, costs or charges according to the provisions of paragraph 8 and the present paragraph and/or. and the procedure for debiting the same to the Account and/or introduce any other fees and charges in relation to this agreement. Any such variation and/or imposition will be binding on the Cardholder who will be informed at least 60 days before such variation and/or imposition takes effect. Upon receipt of the notice the cardholder has a right to terminate the agreement in accordance with paragraph 7.

(e) i. In case of cash advances against the Card, the Account will be debited with an amount equal to the cash advance plus handling fees according to the Table of Commissions and Charges Concerning Debit/Direct/Credit Cards.

ii. Cash deposits or withdrawals made to/from the Account through a Bank's ATM shall be credited or debited on the same day unless made after the Cut-off Time. If any Transaction within the Bank's network is made after the Cut-off Time or on a non Business Day it shall be debited to the Card Account within 3 days from the date the Bank pays the Transaction amount.

(f) Subject to the provisions of applicable legislation and any code of practice, Account statements shall be made available to the Cardholder at least once a month either (i) electronically, through 1bank where the Cardholder is a subscriber of the service and has connected his Card Account with the said service or through an ATM, (ii) in writing, at any branch of the Bank or the Card Centre or 1bank as the case may be, (iii) electronically, to the electronic mail address given by the Cardholder to the Bank, or (iv) in any other way the Bank deems appropriate. If the Cardholder requires additional information or wishes to receive information on a more frequent basis or requests that the information be made available in a way other than provided above, it is agreed that he will be charged according to the Table of Commissions and Charges Concerning Debit/Direct/Credit Cards as amended from time to time and is available at the Bank's branches and the Bank's website www.bankofcyprus.com.cy

(g) When the Card is used by the Cardholder either abroad or on the Internet, the amount of any Transaction made in a currency other than the EURO (€), will be converted, from VISA EUROPE, into EURO, at an exchange rate set by the relevant international organisation as obtained from customary data sources, and which may be provided or made available to the Cardholder upon request. If the currency of the Card Account is other than the EURO (€), and the Transaction is made in a currency other than that of the Card Account, then the Bank will convert the amount from the EURO (€) to the currency of the Card Account, at the current exchange rate set by the Bank as obtained from customary data sources, and which may be provided or made available to the Cardholder upon request. For all Transactions which are made in a currency other than the EURO or the SWEDISH KRONA, as well as for Transactions in currencies other than the currency of the Card Account, the Account will be debited with an administration fee on foreign currency transactions of up to 3%, calculated on the amount of the Transaction. The amount of the Transaction which shall appear on the statement of the Card Account shall include the administration fee on foreign currency transactions.

(h) Any obligation arising out of the use of the Card may at any time and at the absolute discretion of the Bank be set-off against not only the Account mentioned in the Cardholder's application, but against any other account/deposit account that you have with the bank.

(i) The Cardholder shall be liable for any loss damage, expense or cost that the Bank determines it has suffered as a result of any breach of the Agreement by the Cardholder.

(j) The Card Account will only be credited with a refund in respect of a Card Transaction if the Bank received a refund voucher or other verification acceptable to the Bank.

(k) The Bank shall not be in any way responsible if the card is not accepted or honoured by the Merchant. Further any dispute between you and the Merchant or any third party, concerning any Card Transaction shall not in any way affect your liability to pay to the Bank any debt arising out of and/or connected with such Card Transaction and no claim or counter claim by the Cardholder against any Merchant or third party shall be a defence or counterclaim against the Bank.

(l) The Card must not be used to obtain goods, tickets or services for resale in the course of a business or return for cash.

4. SAFEGUARDING YOUR CARD AND PIN AND LIABILITY OF BANK AND CARDHOLDER

(a) The Cardholder must use the Card and the PIN according to the Terms and Conditions governing the issuing and use of the Card. In particular, the Cardholder is responsible for safeguarding the Card and the prevention of fraudulent use of the Card and the personalised security features, including the PIN, and should undertake all necessary actions to ensure their safety including, but not limited to, the following:

- The Cardholder must sign the card immediately on receipt with a ballpoint pen.
- As soon as he receives the Card, the Cardholder must take care to ensure the safety of the Card and to frequently check that it has not been stolen or lost.
- The Cardholder must not allow any third party to use the Card with or without the PIN.
- The Cardholder must not disclose the number of the Card unless for purposes of carrying out a Transaction or for purposes of reporting that the Card is lost or stolen.
- The Cardholder should change the PIN and immediately destroy the PIN notification slip.
- The Cardholder must not create a PIN that is easily traceable like consecutive numbers e.g.1234 or a birth date or telephone number.
- The Cardholder should memorize the PIN without recording it and if he records it he should not keep any record of the PIN with the Card or in the same place the Card is kept and not to keep any note with the Card.
- The Cardholder must not record or store the PIN in an electronic device that allows it to be identified with the Card
- The Cardholder should prevent disclosure of the PIN to any person who is not authorized
- The Cardholder should cover the keypad during the use of the Card at an ATM or any keypad used to enter the PIN for the execution of any Card Transaction
- The Cardholder should ensure that third parties do not overhear/ listen to telephone conversations during which the Cardholder discloses the number or other details of the Card.
- The Cardholder must not disclose the PIN in case of execution of any Card Transaction via the internet and use only secure payment websites for the execution of Card Transactions.
- The Cardholder should destroy all Card Transaction receipts and the Account statements in such a way that the misappropriation of the number or other details of the Card is not possible.

(b) If the Card or the PIN is stolen, misappropriated, lost, damaged or liable to misuse or there is a possibility or suspicion of improper or unauthorized use or is not received when due, or if the PIN has become known to another person, the Cardholder must immediately and without delay notify by telephone the *BANK OF CYPRUS PUBLIC COMPANY LTD, CARD CENTRE, 97, KYRENIA AVE., PLATY AGLANTZIA, P.O. BOX 21472, 1599 NICOSIA-CYPRUS TEL. 800-00-800 or +357-2212800 (from abroad)* (or in case this address changes, to any such address notified to the cardholder from time to time) or any branch of the Bank or if outside Cyprus any Visa Call Centre . For purposes of service improvement and security it is possible that the telephone conversation as per the present paragraph and any other telephone conversation of the Cardholder with the Card Centre is recorded. Such recordings or transcripts may be used as evidence in any dispute and shall constitute conclusive evidence and proof. **ORAL NOTIFICATIONS MUST BE CONFIRMED IN WRITING WITHIN 7 DAYS.** The Cardholder shall disclose to the Bank all information under his possession regarding the circumstances under which the Card was lost, stolen or misused, the Account was misused or the PIN was revealed to a third party and shall proceed to take all steps deemed necessary by the Bank for the recovery of the missing Card. If a Card is suspected lost, stolen or misused or it is suspected that the PIN has been revealed to a third party, the Cardholder agrees that the Bank shall provide the police or any third party with all relevant information. If the Card is reported lost, stolen or liable to misuse or that the PIN has been revealed to a third party, and the Card is then found, it should not be used. Instead, it should be cut in six pieces and returned immediately to the Bank of Cyprus Public Company Ltd, Card Centre.

5. LIABILITY OF THE BANK AND THE CARDHOLDER FOR UNAUTHORIZED TRANSACTIONS

(a) The Cardholder should carefully check the Account statements as soon as he has received them or when they are made available to him in electronic or other form and should notify immediately and without

delay the Bank as provided in paragraph 4(b) by telephone or to the address specified in paragraph 4(b) as soon as he has become aware of an entry in the Account of any unauthorized Transaction or authorized but incorrectly executed Transaction. If the Cardholder omits to notify immediately the Bank (the latest within 13 months of the date the Account was debited) shall result in loss of the right (where it exists) for the mistake to be rectified.

(b) Subject to the provisions of subparagraphs (c) and (f) below the Bank shall be liable for all the Transactions made without the express or implied authorization of the Cardholder for which the Cardholder has notified the Bank according to the provisions of paragraph 4(a) (if there is suspicion of fraud or that the Cardholder has acted with gross negligence the Bank shall investigate the Transaction and the Bank shall be liable if and when it transpires that there has not been fraud or gross negligence). Where the Bank is liable, it shall refund immediately the amounts of unauthorized Transactions including the applicable interest, commission and other charges so as to restore the Cardholder's Account to the state it would have been had the Transaction not taken place. The Bank shall have no further liability, based on general Law or the present terms, to the Cardholder.

(c) The Cardholder shall be liable to the Bank for all Transactions made by any person who was in possession of the Card or knew the PIN with the Cardholder's consent and/or was acting with the express or implied authorization of the Cardholder or if:

1. the Cardholder has acted fraudulently
2. the Cardholder has failed to use the Card according to the present terms governing its issuing and use with intent or gross negligence
3. the Cardholder has failed to comply with his obligations for the safeguarding of the Card including the PIN as per the provisions of paragraph 4(a), with intent or gross negligence.
4. the Cardholder has failed to comply with his obligation to notify the Bank that the Card or other security features have been lost or stolen according to the provisions of paragraph 4(a), with intent or gross negligence.
5. An example of gross negligence would be where the Cardholder fails to comply with the provisions of paragraph 4(a), or his/her failure to notify the Bank if a change in his address as per the provisions of paragraph 9(b).

(d) The Cardholder, unless liable according to subparagraph (b) above, shall not have any responsibility for loss arising from non authorised Transactions in cases where:

1. the loss arises from use of the Card before the Cardholder receives the Card unless he has not received the Card due to the fact that he failed to notify the Bank of a change in his address.
2. He has notified the Bank according to paragraph 4(a) of the present terms that the Card or any security features have been lost or stolen.
3. The Bank has failed to provide appropriate means according to paragraph 4(b) so that the Cardholder will notify that the Card or the personalized security features have been lost or stolen.

(e) Subject to the provisions of subparagraph (c) above, the Cardholder shall be liable to a maximum amount of EURO 150 or any other amount that may be provided by Law until the Bank is notified according to paragraph 4(b) for losses arising from the use of the Card that has been lost or stolen or personalised security features that have been stolen or misappropriated.

(f) The Bank shall have no responsibility in case it fails to comply with its obligations towards the Cardholder pursuant to the present terms:

- If this is due to abnormal or unpredictable circumstances outside the control of the Bank the consequences of which are unavoidable despite the Bank's efforts to the contrary;
- If the non compliance is due to obligations of the Bank arising from European or National legislation.

6. LIABILITY OF THE BANK FOR AUTHORIZED TRANSACTIONS

(a) If the Cardholder has authorized a Transaction and provided the following conditions are met, the Bank shall refund the Account of the Cardholder the full amount of the Transaction debited to the Account of the Cardholder:

- the Transaction was initiated by or through the Merchant;
- the Cardholder submits a request within eight weeks from the date of debiting the Card Account;
- the authorization did not specify the exact amount of the Transaction and
- the amount of the payment transaction exceeds the amount the Cardholder could reasonably have expected taking into account his previous spending pattern, the conditions of the present agreement and relevant circumstances of the Transaction but not increase or decrease associated with currency conversion provided this is according to the present terms.

The Bank shall not refund the amount of the Transaction if the Cardholder has given his consent to execute the payment transaction and information on the Transaction was provided or made available in an agreed manner to the Cardholder at least four weeks before the date on which the Cardholder's Account was debited.

(b) At the Bank's request, the Cardholder shall give the Bank all the necessary evidence as per subparagraph (a) in support of his request for refund.

(c) Within ten days from the date of the request for refund the Bank shall refund the amount of Transaction or provide the Cardholder with an explanation as to why it has refused to refund the amount and shall inform the Cardholder that he may act according to the provisions of paragraph 10 of the present terms.

7. DURATION AND TERMINATION OF THE AGREEMENT/BLOCKING OF CARD

The present agreement shall not have an expiration date and shall continue to be in force until it is terminated by the Cardholder or the Bank as provided below.

(a) The Cardholder may terminate this Agreement at any time if he notifies in writing the Bank and encloses the Card cut in six pieces.

(b) Subject to the provisions of subparagraph (c) below, the Bank may terminate this agreement at its absolute discretion and to block use of the Card without specific reason with two (2) months notice. In such case the Cardholder and/or the Account Holder should settle in full the debit balance and return the Card cut in six pieces.

(c) The Bank has the right to terminate the present agreement and to immediately block the use of any Card or refuse to authorize a specific Transaction or to reissue or renew or replace the Card if the Cardholder and/or the holder of the Account dies or is declared bankrupt or due to a material and repeated breach of the terms of the present agreement by the cardholder or if there suspicion or risk of fraudulent or unauthorized use of the Card and/or the PIN and/or the security features or suspicious Transactions or a significantly increased risk of inability of the Cardholder to fulfil his liability to pay and/or settle the balance . In such cases, the Bank shall inform the Cardholder and/or the holder of the Account and/or to any third party its decision and the reasons for it, before or immediately after the blocking of the Card unless this is prohibited by European or National Legislation.

(d) Irrespective of the provisions of paragraph 7, the Bank may immediately and without notice terminate the right of the Cardholder to use his Card credit limit.

(e) The Bank shall unblock the Card or replace it with a new one once the reasons for blocking or termination no longer exist.

(f) Termination will not affect the Cardholder's liability to the Bank existing at that time and upon termination we may require the immediate repayment of all amount owed. Interest will continue to accrue on the balance outstanding until full repayment.

(g) The Cardholder must keep the aforesaid Account open for a period of at least six months from the date of return of the Card to the Bank and maintain adequate funds in the said Account during that period in order to meet any claims which may arise by the use of the Card before its return and which claims had not been presented to the Bank for payment on or before the return of the Card. Any amounts paid through the use of the Card at the Cardholders request and or authorization after the termination of the Account and or the return of the card will be charged with interest from the day of the payment and the cardholder authorizes the Bank to pay the said amounts by debiting any temporary or other account the cardholder keeps with the

Bank. Commissions and charges regarding services which have not been rendered until the blocking or the termination shall be proportionately reimbursed by the Bank. The annual subscription fee shall not constitute a charge for the purposes of this paragraph.

8. AMENDMENTS

(a) These terms shall apply to Cards issued pursuant to the provisions of paragraph 2 unless a notification is given to the Cardholder for an amendment.

(b) The Bank reserves the right at any time to supplement or change the Terms and Conditions for use of the Card to reflect changes in market conditions, good banking practice the products, the products offered, the Bank's policy and system capabilities, relevant laws or for any other reason. If the change is to the advantage of the Cardholder it will take immediate effect and the Cardholder will be notified within 30 days. If the change is neither to the Cardholder's advantage or disadvantage, the Bank will give at least 30 days notice, before making the change. If the change is to the cardholder's disadvantage the Bank will give at least 60 days notice before making the change. The Cardholder will thereafter have the right in the period of 60 days to terminate this agreement subject to the provisions of paragraph 7 without charge. The Cardholder is deemed to have accepted the changes if he does not notify the Bank that he does not accept them before the proposed date of entry into force. In this case, the Cardholder has the right to terminate the present agreement subject to the provisions of paragraph 7 above. The provisions of the present paragraph may concern changes to any term of the present agreement including the commissions and charges as per paragraph 3(b).

9. COMMUNICATION

(a) Subject to the provisions of any European or National Legislation and any code of practice any notification, communication, statement or other document which should be sent to the Cardholder by the Bank pursuant to the present agreement shall be sent or made available to the Cardholder either

- i. by post to the address given by the Cardholder or
- ii. by electronic means to an address given by the Cardholder or
- iii. by making available the document through the internet provided the Cardholder has been previously notified by electronic mail for the disposal of the document through the internet.

(b) The Bank must be notified, by telephone or in writing to the address or telephone specified in paragraph 4(b), or any other address or telephone that may be notified to the Cardholder by the Bank from time to time, of any change of address of the Cardholder . Failure of the Cardholder to act pursuant to the terms of the present paragraph shall constitute gross negligence as per paragraph 5(c) (v).

10. SERVICE AND COMPLAINTS PROCEDURE

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 Cardholder, or if in the Cardholder's opinion the Bank has made a mistake, the Cardholder must immediately refer the matter to the Bank's branch manager or the Card Centre for clarifications and correcting any mistake if necessary. However if the Cardholder is dissatisfied he must ask to be informed of the Bank's internal complaints procedure by requesting information and/or the Bank's leaflet.

11. CARDS WITH BENEFITS OFFERED BY THIRD PARTIES

Where as a result of the issue and/or use of the Card the Cardholder is entitled to benefits/privileges offered by a third party (legal or natural person) who is an associate of the Bank, the Bank shall not be liable for non-compliance with the terms of the benefits/privileges scheme and/or refusal and/or failure of the associate to offer the Cardholder the benefits/privileges, as these are notified to the Cardholder from time to time, and generally for the administration of the benefits/privileges scheme and the provision of services to Cardholders by the said associate.

12. VARIOUS

- (a) Where the Cardholder submits an application and subscribes to SMS Care he agrees and accepts that
- i. the Bank will not be responsible for the deletion or partial deletion or failure in the transmission of any messages.
 - ii. the Bank does not guarantee that SMS Care will be continuous, chronologically consistent, safe or correct or that it will be available at any time or place.
 - iii. the Bank is not liable for any loss or damage of any kind sustained by the Cardholder as a result of the contents of the message transmitted through SMS Care.
 - iv. where the Cardholder indicates an incorrect telephone number, the Bank shall not be liable for any loss, damage, inconvenience or disclosure of information to third parties that may be sustained by the Cardholder or any third party.
- (b) The Bank may without the consent of the Cardholder assign its rights and obligations arising from the present Agreement. Further, it is agreed that the rights and obligations of the Cardholder arising from the present Agreement may not be assigned without the prior consent of the Bank.
- (c) Any reference to the present agreement to the masculine shall include the feminine and the singular shall include the plural and vice versa.
- (d) Section titles are included for convenience purposes only and shall not in any way affect their interpretation.
- (e) Failure of the Bank to exercise its rights arising from any term of the present agreement shall not constitute waiver of its rights.
- (f) The present agreement is made in the English language and communication and/or notifications shall be made in English.
- (g) The present agreement shall be governed by the Laws of Cyprus and the Cyprus Courts shall have jurisdiction. This shall not affect the Bank's right for recourse against the Cardholder in the Courts of any other country.
- (h) During the term of this agreement the Cardholder may at any time request and receive the terms of the present agreement in printed form.
- (i) In case of contradiction between the terms of the present agreement and The Supplementary Agreement that Governs the Relationship Between the Bank of Cyprus Public Company Ltd and its Customers, the present terms shall be read together with the terms of The Supplementary Agreement.
- (j) Certain terms of the present agreement are in compliance with the Payment Services Law 2009 (128(I)/2009) that came into effect on 27th November 2009. If it transpires that any term is not in accordance with the aforesaid legislation, the Bank shall comply with its provisions of the legislation and shall make all the necessary amendments/corrections of the present agreement on reprinting.
- (k) The official agreement is the Greek version of this Agreement and any dispute regarding and/or arising from the interpretation of its terms will be made by reference to the Greek version.