

Special Terms and Conditions for Obtaining and Operating the SMS Digipass

1. INTRODUCTION

- 1.1. The present Special Terms and Conditions for Obtaining and Operating the SMS Digipass shall be read in conjunction with the Terms and Conditions of the 1bank Service as well as the Instructions for the Use and Operation of the SMS Digipass which shall be posted on the Bank's official website, as these shall be amended by the Bank from time to time and shall form an integral part of the agreements and/or the terms for obtaining the Device/Mechanism for the Generation of Single Use Codes and in particular the SMS Digipass.
- 1.2. 1.2 In case of a natural person, the User or in case of a legal person, the User and its Directors, hereby declares/declare that he/she has/they have carefully read, understood and agrees/agree, expressly and without reservation, with the content of all of the present Special Terms and Conditions for Obtaining and Operating the SMS Digipass, as these shall be amended by the Bank from time to time.

2. DEFINITIONS

«**Application**» means the written application or the application that has been submitted through the 1bank Service for the purpose of obtaining the SMS Digipass.

«**Account Holder**» shall have the same meaning and interpretation as prescribed and/or declared in the Terms and Conditions of the 1bank Service as amended by the Bank from time to time.

«**Account**» shall have the same meaning and interpretation as prescribed and/or declared in the Terms and Conditions of the 1bank Service as amended by the Bank from time to time.

«**Device/ Mechanism for the Generation of Single Use Codes**» shall have the same meaning and interpretation as prescribed and/or declared in the Terms and Conditions of the 1bank Service as amended by the Bank from time to time.

«**Operator Support System**» shall have the same meaning and interpretation as prescribed and/or declared in the Terms and Conditions of the 1bank Service as amended by the Bank from time to time.

«**Bank**» means the Bank of Cyprus Public Company Ltd.

«**Third Parties**» shall have the same meaning and interpretation as prescribed and/or declared in the Terms and Conditions of the 1bank Service as amended by the Bank from time to time.

«**SMS Digipass**» means one of the Devices/Mechanisms for the Generation of Single Use Codes provided by the Bank for the purpose of carrying out financial and/or other instructions through the 1bank Service.

«**1bank Service**» shall have the same meaning and interpretation as prescribed and/or declared in the Terms and Conditions of the 1bank Service as amended by the Bank from time to time.

«**User**» shall have the same meaning and interpretation as prescribed and/or declared in the Terms and Conditions of the 1bank Service as amended by the Bank from time to time.

3. ELIGIBILITY CRITERIA

- 3.1 All of the Bank's customers have the right to use the SMS Digipass APP provided they apply by completing and submitting the relevant Application to the Bank.
- 3.2 It is clarified that if the Account Holder is not currently a holder of the Device/Mechanism for the Generation of Single Use Codes (hardware digipass), then the relevant Application may not be submitted through the 1bank Service.
- 3.3 The Bank may, at its absolute discretion, without giving any reason, refuse to accept the relevant Application for Obtaining the SMS Digipass.

4. DAILY PAYMENT LIMITS

- 4.1 The limits for daily payments that will apply are those agreed in the relevant Application.
- 4.2 In case of an existing holder of a Device/Mechanism for the Generation of Single Use Codes and in the event that the relevant Application is submitted through the 1bank Service, it is clarified that the existing limits shall apply. Nevertheless, it is possible to amend the limits if the Account Holder and/or the User apply in writing to the Bank for the purpose of signing the relevant documents.
- 4.3 In case of an existing holder of a Device/Mechanism for the Generation of Single Use Codes and in the event that the relevant Application is submitted in writing, it is clarified that the limits that apply are those agreed in the relevant Application.

5. VERIFICATION OF THE MOBILE PHONE NUMBER BELONGING TO THE USER

- 5.1 The User understands, accepts and recognizes that the mobile phone number that he/she has declared to the Bank upon submitting the relevant Application and/or its amendment following a relevant notification to the Bank in any of the manners set out in term 5.3, shall be the number that will be registered in the central systems of the Bank and will replace any other telephone number that was declared to the Bank. Furthermore, the User understands, accepts and recognizes that all information for the activation of the SMS Digipass will be sent to the latest mobile phone number that he/she has declared to the Bank and the single use secret codes will be sent to that same number for the purpose of carrying out financial and/or other instructions through the 1bank Service. It is clarified that in the event that the Application for obtaining the SMS Digipass is submitted in writing, then the User should contact the Operator Support System for the purpose of completing the activation of the

SMS Digipass. Conversely, in the event that the application is submitted through the 1bank Service, the activation of the SMS Digipass shall be made automatically by following the relevant instructions.

- 5.2 Without prejudice to the above term, it is clarified that in the event that the User is located outside the borders of the Republic of Cyprus and wishes to activate the SMS Digipass or carry out financial and/or other instructions through the 1bank Service, it is possible that he shall not receive the information for the activation of the SMS Digipass or the secret single use codes for the purpose of carrying out financial and/or other instructions through the 1bank Service. In this event, the Bank shall not be liable for any damages or losses, including, without limitation, direct, indirect, consequential, special, incidental or punitive damages which are deemed or alleged to be the result of or caused by the non-activation of the SMS Digipass or the failure or delay in the execution of any order / instruction given by the User for the purpose of carrying out financial and/or other instructions through the 1bank Service.
- 5.3 The User is bound to immediately notify the Bank any change of his mobile phone number. It is clarified that in the event that the Account Holder is a legal person, the notification of the change of the User's mobile phone number may only be made by means of instructions by phone given by the User to the Operator Support System or by the User visiting any branch of the Bank. Failure by the User to do so will be considered to be gross negligence.

6. OPERATION OF THE SMS Digipass

- 6.1 In the event that the Account Holder is a natural person, the User, or in the event that the Account Holder is a legal person, the User and its Directors, by signing and submitting the relevant Application to the Bank confirms/confirm that he/she has/they have read, fully understood and agree to follow the Operating Instructions of the SMS Digipass which are posted on the official website of the Bank and which shall be amended by the Bank from time to time.

7. LIMITATIONS OF LIABILITY AND SECURITY

- 7.1 Without prejudice to term 7 of the Terms and Conditions of the 1bank Service, the User agrees not to give or make available his phone device and/or the single use secret codes or any other credentials to any unauthorized person(s) and the User agrees that he will be liable for all acts carried out by any person to whom such credentials are erroneously given.
- 7.2 If the User believes that his telephone device and/or the single use secret codes or any other credentials have been lost or stolen, damaged or exposed to abuse or is likely or suspected that they have been misused or used in an

unauthorized manner without his consent, he/she must immediately inform the Bank upon becoming aware of this fact by using the contact details set out in term 7.2 of the Terms and Conditions of the 1bank Service and which are repeated herein below.

Contact Details:

Bank of Cyprus Public Co Ltd, 97, Kyrineias Av, 2nd floor, Plati Aglantzia, 2113, Nicosia, Cyprus, Tel. 800 00 800 (+357 22 128000 for calls from abroad) during Working Days from 7:45 to 20:00, Saturday and Sunday 8:30 until 20:00, in case of change of this data, by contacting any telephone number that is notified by the Bank from time to time, or by contacting any branch of the Bank.

- 7.3 The User is responsible for the safekeeping of his/her mobile phone device as well as any device on which the Digipass APP is installed and for preventing its fraudulent use, by making all necessary arrangements for its safety, including, without limitation, the following:
- i. he/she shall destroy any notification received regarding the secret single use codes.
 - ii. he/she shall not reveal the secret single use codes to any other person.
 - iii. he/she shall not write down the secret single use codes on anything that can be carried or connected with the Device / Mechanism for the Generation of Single Use Codes or in any other form that would be intelligible or otherwise accessible to another person.
 - iv. he/she shall not take any other action or omission that may allow the improper or unauthorized use and/or access of the SMS Digipass
- 7.4 The User undertakes to comply with the Special Terms and Conditions for Obtaining and Operating the SMS Digipass and the Terms and Conditions of the 1bank Service, as may be amended by the Bank from time to time and which are intended to minimize the risk of unauthorized use of the SMS Digipass. The Bank shall not be liable for any damages or losses, including, without limitation, direct, indirect, consequential, special, incidental or punitive damages deemed or alleged to be the result of or caused by non-compliance with the above Terms and Conditions.
- 7.5 The Bank shall not be liable for any damages or losses, including, without limitation, direct, indirect, consequential, special, incidental or punitive damages deemed or alleged to be the result of or caused by theft and/or any other loss of the mobile device, unless the User informs and/or notifies the Bank, in a reasonable manner, by using the contact

details, immediately upon becoming aware of the theft and/or loss.

- 7.6 The Bank shall not be liable for any damages or losses, including, without limitation, direct, indirect, consequential, special, incidental or punitive damages deemed or alleged to be the result of or caused by the wrong use and/or the inability of the User to use the SMS Digipass.
- 7.7 The User will provide the Bank with all the information that he/she is aware of concerning the circumstances of the loss, theft or misuse and the Bank may supply the Police or any other competent authority with any such information at its sole discretion.

8. FEES / CHARGES

The fees / charges for the provision of the SMS Digipass are those agreed upon in the relevant Application.

9. APPLICABLE LAW

The present Special Terms and Conditions for Obtaining and Operating the SMS Digipass and the Terms and Conditions of the 1bank Service are governed and interpreted on the basis of the laws of the Republic of Cyprus and shall be subject to the jurisdiction of Cyprus Courts.

Without prejudice to the above subparagraph, the Bank reserves the right to apply to the Courts of any other country.

9. ACCEPTANCE

In the event that the Account Holder is a natural person, the User, or in the event that the Account Holder is a legal person, the User and its Directors, by signing and submitting the relevant Application to the Bank, certifies/certify that he/she has/they have read, fully understood and accepted these Special Terms and Conditions for Obtaining and Operating the SMS Digipass as well as the Terms and Conditions of the 1bank Service.

Special Terms and Conditions for Obtaining and Operating the Digipass APP

1. INTRODUCTION

- 1.1. The present Special Terms and Conditions for Obtaining and Operating the Digipass APP shall be read in conjunction with the Terms and Conditions of the 1bank Service as well as the Instructions for the Use and Operation of the Digipass APP which shall be posted on the Bank's official website, as these shall be amended by the Bank from time to time and shall form an integral part of the agreements and/or the terms for obtaining the Device/Mechanism for the Generation of Single Use Codes and in particular the Digipass APP.
- 1.2. In case of a natural person, the User or in case of a legal person, the User and its Directors, hereby declares/declare that he/she has/they have carefully read, understood and agrees/agree, expressly and without reservation, with the content of all of the present Special Terms and Conditions for Obtaining and Operating the Digipass APP, as these shall be amended by the Bank from time to time.

2. DEFINITIONS

«**Application**» means the written application or the application that has been submitted through the 1bank Service for the purpose of obtaining the Digipass APP.

«**Account Holder**» shall have the same meaning and interpretation as prescribed and/or declared in the Terms and Conditions of the 1bank Service as amended by the Bank from time to time.

«**Account**» shall have the same meaning and interpretation as prescribed and/or declared in the Terms and Conditions of the 1bank Service as amended by the Bank from time to time.

«**Device/ Mechanism for the Generation of Single Use Codes**» shall have the same meaning and interpretation as prescribed and/or declared in the Terms and Conditions of the 1bank Service as amended by the Bank from time to time.

«**Operator Support System**» shall have the same meaning and interpretation as prescribed and/or declared in the Terms and Conditions of the 1bank Service as amended by the Bank from time to time.

«**Bank**» means the Bank of Cyprus Public Company Ltd.

«**Third Parties**» shall have the same meaning and interpretation as prescribed and/or declared in the Terms and Conditions of the 1bank Service as amended by the Bank from time to time.

«**Digipass APP**» means one of the Devices/Mechanisms for the Generation of Single Use Codes provided by the Bank for the purpose of carrying out financial and/or other instructions through the 1bank Service. The Digipass APP may be installed on as many devices and as many times as the User wishes, up to 99 times.

«**Serial number**» means the number to be sent to the User's declared mobile number for the purpose of initiating the procedure for the installation and/or re-installation of the Digipass

APP. The said number shall be the same for each device on which the User shall install and/or re-install the Digipass APP.

«**Installation Code**» means the code to be sent to the User's declared mobile number for the purpose of completing the installation and/or the re-installation of the Digipass APP. For each device on which the User shall install and/or re-install the Digipass APP, a new code shall be generated.

«**Digipass APP PIN**» means the code to be determined by the User as being the code that the User will introduce every time that he wishes to use the Digipass APP. The User can determine a different code on each device on which the User shall install and/or re-install the Digipass APP. Nevertheless, the code, as this will be determined by the User, should be the same every time that he uses the same device.

«**1bank Service**» shall have the same meaning and interpretation as prescribed and/or declared in the Terms and Conditions of the 1bank Service as amended by the Bank from time to time.

«**User**» shall have the same meaning and interpretation as prescribed and/or declared in the Terms and Conditions of the 1bank Service as amended by the Bank from time to time.

3. ELIGIBILITY CRITERIA

- 3.1 All of the Bank's customers have the right to use the Digipass APP provided they apply by completing and submitting the relevant Application to the Bank.
- 3.2 It is clarified that if the Account Holder is not currently a holder of the Device/Mechanism for the Generation of Single Use Codes, then the relevant Application may not be submitted through the 1bank Service.
- 3.3 The Bank may, at its absolute discretion, without giving any reason, to refuse to accept the relevant Application for Obtaining the Digipass APP.

4. DAILY PAYMENT LIMITS

- 4.1 The limits for daily payments that will apply are those agreed in the relevant Application.
- 4.2 In case of an existing holder of a Device/Mechanism for the Generation of Single Use Codes and in the event that the relevant Application is submitted through the 1bank Service, it is clarified that the existing limits shall apply. Nevertheless, it is possible to amend the limits if the Account Holder and/or the User apply in writing to the Bank for the purpose of signing the relevant documents.
- 4.3 In case of an existing holder of a Device/Mechanism for the Generation of Single Use Codes and in the event that the relevant Application is submitted in writing, it is clarified that the limits that apply are those agreed in the relevant Application.

5. VERIFICATION OF THE MOBILE PHONE NUMBER BELONGING TO THE USER

- 5.1 The User understands, accepts and recognizes that the mobile phone number that he has declared to the Bank upon submitting the relevant Application and/or its amendment following a relevant notification to the Bank in any of the manners set out in term 5.3, shall be the number that will be registered in the central systems of the Bank and will replace any other telephone number that was declared to the Bank. Furthermore, the User understands, accepts and recognizes that all information for the installation of the Digipass APP will be sent to the latest mobile phone number that he/she has declared to the Bank, namely the Serial number and the Installation Code for the activation of the Digipass APP on any device that the User wishes. It is clarified that in the event that the Application for obtaining the Digipass APP is submitted in writing, then the User should contact the Operator Support System for the purpose of completing the activation of the Digipass APP. Conversely, in the event that the application is submitted through the 1bank Service, the activation of the Digipass APP shall be made automatically by following the relevant instructions.
- 5.2 Without prejudice to the above term, it is clarified that in the event that the User is located outside the borders of the Republic of Cyprus and wishes to activate the Digipass APP, it is possible that he shall not receive the information for the activation of the Digipass APP or the secret single use codes on his mobile phone for the purpose of carrying out financial and/or other instructions through the 1bank Service. In this event, the Bank shall not be liable for any damages or losses, including, without limitation, direct, indirect, consequential, special, incidental or punitive damages which are deemed or alleged to be the result of or caused by the non-activation of the Digipass APP or the failure or delay in the execution of any order / instruction given by the User for the purpose of carrying out financial and/or other instructions through the 1bank Service.
- 5.3 The User is bound to immediately notify the Bank any change of his mobile phone number. It is clarified that in the event that the Account Holder is a legal person, the notification of the change of the User's mobile phone number may only be made by means of instructions by phone given by the User to the Operator Support System or by the User visiting any branch of the Bank. Failure by the User to do so will be considered to be gross negligence.
- 6. INSTALLATION AND OPERATION OF THE DIGIPASS APP**
- 6.1 Without prejudice to the above terms, it is clarified that for the installation and/or re-installation and/or removal of the Digipass APP a network for connecting to the internet is required.
- 6.2 In the event that the Account Holder is a natural person, the User, or in the event that the Account Holder is a legal person, the User and its Directors, by signing and submitting the relevant Application to the Bank confirms/confirm that he has/they have read, fully understood and agree to follow the Operating Instructions of the Digipass APP which are posted on the official website of the Bank and which shall be amended by the Bank from time to time.
- 6.3 Without prejudice to clause 6.2, it is clarified that for the safer use of the Digipass APP it is required to activate the settings for obtaining notifications of the device on which the User has installed and/or will re-install the Digipass APP.
- 6.4 Without prejudice to clause 6.2, it is clarified that in the event that the User does not have any network available for connecting to the internet, in order for him/her to be in a position to complete a financial transaction and/or any other instruction by selecting "scanning QR Code", it is required that the device on which the User has installed and/or will re-install the Digipass APP, shall have available a camera that is duly activated and/or operational.
- 7. USE OF THE FINGERPRINT RECOGNITION APPLICATION.**
- 7.1 In the event that the device/mechanism, on which the User has installed the Digipass APP has an application for fingerprint recognition, then the User will be able to activate this application with regards to the Digipass APP. The User's fingerprint should be recognized whenever the User wishes to use the Digipass APP instead of introducing the Digipass APP PIN. The User has the ability to enable / disable the fingerprint recognition application as many times as he/she wishes.
- 7.2 Without prejudice to the above term, it is clarified that in the event that the device on which the User has installed the Digipass APP is jailbroken/rooted, even if it has available the application for fingerprint recognition, the User shall not be able to activate this application as regards the Digipass APP and as a consequence, every time that he wishes to use the Digipass APP, he should introduce the Digipass APP PIN.
- 7.3 Without prejudice to term 4, in the event that the User gains access to the Digipass APP by using the application for fingerprint recognition, the User acknowledges, declares and accepts that the carrying out of financial transactions shall be subject to limits to be prescribed by the Bank from time to time.
- 8. JAILBROKEN / ROOTED DEVICES**
- 8.1 The Digipass APP is available for use by holders of jailbroken / rooted devices. Nevertheless, the User acknowledges, declares and accepts that in the event that the device on which he/she has installed the Digipass APP is jailbroken / rooted safety issues may arise. More specifically, there is a

risk of theft of the Digipass APP PIN and of the Password for the 1bank Service. The Bank shall not be liable for any damages or losses, including, without limitation, direct, indirect, consequential, special, incidental or punitive damages deemed or alleged to be the result of or caused by the User's decision to install the Digipass APP on a jailbroken / rooted device and/or the User's decision to carry out financial transactions by using such a jailbroken / rooted device.

9. INSTRUCTIONS BY FAX

It is clarified that in the event that the Account Holder is a natural person, he/she, or in the event that the Account Holder is a legal person, its Directors, by signing a relevant authorization and letter of indemnity for sending instructions through fax, the authorized sender has the option to send instructions through fax to the Bank, the authenticity of which will be confirmed by indicating thereon the secret single use password that will be sent to the device on which the User has installed and/or will re-install the Digipass APP.

10. LIMITATIONS REGARDING THE NUMBER OF INSTALLATIONS OF THE DIGIPASS APP

- 10.1 The Digipass APP may be installed and/or re-installed up to 99 times. In the event that the number of 99 times is exceeded, the User should then submit a new Application to the Bank for granting a new Device/Mechanism for the Generation of Single Use Codes.
- 10.2 It is clarified that the installation of the Digipass APP shall be required in the following cases:
- i. Installation and/or re-installation on a new device
 - ii. Wrong introduction of the Digipass APP PIN for four (4) consecutive times on any device on which the Digipass APP has already been installed
 - iii. Deletion and re-installation of the BOC app on any device on which the BOC app has already been installed
 - iv. Deletion and re-installation of the Digipass APP on any device on which the Digipass APP has already been installed
 - v. Total removal (Format) of any device on which the Digipass APP has already been installed.

11. LIMITATIONS OF LIABILITY AND SECURITY

- 11.1 Without prejudice to term 7 of the Terms and Conditions of the 1bank Service, the User agrees not to give or make available his/her phone device and/or any device on which the Digipass APP has been installed and/or the single use passwords and/or the Serial number and/or the

Installation Code and/or the Digipass APP PIN and/or any other credentials to any unauthorized person(s) and the User agrees that he will be liable for all acts carried out by any person to whom such credentials are erroneously given.

- 11.2 If the User believes that his/her telephone device and/or any device on which he has installed the Digipass APP and/or secret single use codes and/or the Serial number and/or the Installation Code and/or the Digipass APP PIN and/or any other credentials have been lost or stolen, damaged or exposed to abuse or is likely or suspected that they have been misused or used in an unauthorized manner without his/her consent, he/she must immediately inform the Bank upon becoming aware of this fact by using the contact details set out in term 7.2 of the Terms and Conditions of the 1bank Service and which are repeated herein below.

Contact Details:

Bank of Cyprus Public Co Ltd, 97, Kyrineias Av, 2nd floor, Plati Aglantzia, 2113, Nicosia, Cyprus, Tel. 800 00 800 (+357 22 128000 for calls from abroad) during Working Days from 7:45 to 20:00, Saturday and Sunday 8:30 until 20:00, in case of change of this data, by contacting any telephone number that is notified by the Bank from time to time, or by contacting any branch of the Bank.

- 11.3 The User is responsible for the safekeeping of his/her mobile phone device as well as any device on which the Digipass APP is installed and for preventing its fraudulent use, by making all necessary arrangements for its safety, including, without limitation, the following:
- i. he/she shall destroy any notification received regarding the secret single use codes and/or the Serial number and/or the Installation Code and/or the Digipass APP PIN.
 - ii. he/she shall not reveal the secret single use codes and/or the Serial number and/or the Installation Code and/or the Digipass APP PIN to any other person.
 - iii. he/she shall not write down the secret single use codes and/or the Serial number and/or the Installation Code and/or the Digipass APP PIN on anything that can be carried or connected with the Device / Mechanism for the Generation of Single Use Codes or in any other form that would be intelligible or otherwise accessible to another person.

iv. he/she shall not take any other action or omission that may allow the improper or unauthorized use and/or access of the Digipass APP.

Without prejudice to the above subparagraph, the Bank reserves the right to apply to the Courts of any other country.

11.4 The User undertakes to comply with the Special Terms and Conditions for Obtaining and Operating the Digipass APP and the Terms and Conditions of the 1bank Service, as may be amended by the Bank from time to time and which are intended to minimize the risk of unauthorized use of the Digipass APP. The Bank shall not be liable for any damages or losses, including, without limitation, direct, indirect, consequential, special, incidental or punitive damages deemed or alleged to be the result of or caused by non-compliance with the above Terms and Conditions.

11.5 The Bank shall not be liable for any damages or losses, including, without limitation, direct, indirect, consequential, special, incidental or punitive damages deemed or alleged to be the result of or caused by theft and/or any other loss of the mobile device and/or any device on which the Digipass APP has been installed, unless the User informs and/or notifies the Bank, in a reasonable manner, by using the contact details, immediately upon becoming aware of the theft and/or loss.

11.6 The Bank shall not be liable for any damages or losses, including, without limitation, direct, indirect, consequential, special, incidental or punitive damages deemed or alleged to be the result of or caused by the wrong use and/or the inability of the User to use the Digipass APP.

11.7 The User will provide the Bank with all the information that he is aware of concerning the circumstances of the loss, theft or misuse and the Bank may supply the Police or any other competent authority with any such information at its sole discretion.

14. ACCEPTANCE

In the event that the Account Holder is a natural person, the User, or in the event that the Account Holder is a legal person, the User and its Directors, by signing and submitting the relevant Application to the Bank, certifies/certify that he/she has/they have read, fully understood and accepted these Special Terms and Conditions for Obtaining and Operating the Digipass APP as well as the Terms and Conditions of the 1bank Service.

12. FEES / CHARGES

The fees / charges for the provision of the Digipass APP are those agreed upon in the relevant Application.

Provided that, each time that the Device / Mechanism for the Generation of Single Use Codes is provided, the User will be subject to a new charge to be prescribed by the Bank.

13. APPLICABLE LAW

The present Special Terms and Conditions for Obtaining and Operating the Digipass APP and the Terms and Conditions of the 1bank Service are governed and interpreted on the basis of the laws of the Republic of Cyprus and shall be subject to the jurisdiction of Cyprus Courts.