

## TERMS AND CONDITIONS REGARDING THE OPERATION OF MOBILE CHEQUE eDEPOSIT

These Terms (as defined below) shall be read in conjunction with and shall form an inseparable part of the agreements and/or the terms and conditions for the opening and operation of the bank accounts connected to and/or appearing on 1bank (as defined below) (the “**Related Documents**”) including, without limitation, the following documents:

- the ‘1bank Terms and Conditions’ which can be located at [https://www.bankofcyprus.com/globalassets/cyprus/personal/internet-banking/right-menu/english/1bank\\_terms\\_en.pdf](https://www.bankofcyprus.com/globalassets/cyprus/personal/internet-banking/right-menu/english/1bank_terms_en.pdf) (the “**1bank Terms**”)
- the ‘Operating Guidelines’ which can be located at [https://www.bankofcyprus.com/globalassets/cyprus/personal/internet-banking/right-menu/english/operating-guidelines\\_.pdf](https://www.bankofcyprus.com/globalassets/cyprus/personal/internet-banking/right-menu/english/operating-guidelines_.pdf)
- the Supplementary Agreement governing the relationship between the Bank of Cyprus Public Company Ltd and its customers with respect to payment accounts.
- the terms of operation of deposit accounts or current accounts without overdraft facilities provided when opening the account.
- current accounts with overdraft facilities agreements entered into by and between the Bank (as defined below) and the User (as defined below) - to the extent applicable; and
- the table of commission and charges of the Bank, as this may be varied by the Bank from time to time, is posted on the Bank’s website <https://www.bankofcyprus.com/en-gb/Personal/the-bank/commissions--charges/commissions--charges-in-effect/> and can also be obtained by phone or from any branch or department of the Bank.

Unless otherwise stated herein, in case of conflict between these Terms and any of the Related Documents, these Terms will prevail with respect to the use of e Deposit.

### 1. DEFINITIONS

**"1bank"** means the 24-hour electronic service provided by the Bank enabling its users to, inter alia, have access to information relating to their accounts and to execute a number of banking transactions to which the 1bank Terms apply.

**"1bank Terms"** shall have the meaning ascribed to this term in paragraph 1.

**"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 Stassinou Street, Strovolos 2002 and licensed by the Central Bank of Cyprus. The definition also includes its successors, assignees and any person acting on its or their behalf.

**"Beneficiary"** means the recipient of any payment made through the eDeposit service, whether a natural person or legal entity.

**"Business Day"** means any day (other than a Saturday and Sunday) on which banks in Cyprus are open for providing the full range of their business

**"Cheque"** means a cheque drawn and duly signed by a customer of the Bank who is a 1bank subscriber, instructing the Bank to pay in favour of the User (or in favour of a User’s joint account holder but NOT any other person) the amount in euro set out therein from an account of the customer maintained with the Bank as specified therein, dated not earlier than five (5) months from the date the User has uploaded its image to eDeposit in accordance with these Terms.

**"eDeposit"** means the service enabling the User, in accordance with and subject to these Terms, to scan a Cheque and provisionally deposit it into a User’s bank account maintained with the Bank through 1bank.

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"**Passcode**" means the passcode as it is defined in Terms and Conditions of 1bank.

"**Related Documents**" shall have the meaning ascribed to this term in paragraph 1.

"**User**" "**Issuer**" means each natural person with access level 'All Services' and in possession of a User ID and Passcode, who applies and uses the eDeposit service

"**User ID**" means the User ID as it is defined in Terms and Conditions of 1bank.

" The terms "Accounts" and "Fund Transfers" have the same meaning as that given to them in the Terms and Conditions of 1bank.

### 2. ENROLEMENT AND USE OF eDEPOSIT

In order for the User to enroll to eDeposit, the User must:

- be a 1bank subscriber;
- at least 18 years old (not a minor)
- have downloaded the Bank's mobile application («App») that supports eDeposit through 1bank to a compatible mobile device (such as a smart phone or tablet) and have accepted these Terms; and
- be designated as authorised for viewing and performing 1bank transactions using the bank account to which the relevant cheque will be deposited.

### 3. DEPOSIT OF CHEQUES

**3.1** The User must place the Cheque on a dark background and take a picture (photo) of it by ensuring that its image is in focus and the 4 corners of the Cheque are legible. In particular, the user must ensure that:

(a) the name of the payee is the same as the name of the User or the User's joint account holder as it appears in 1bank with respect to the bank account to which the Cheque shall be deposited into.

(b) the cheque must be dated not earlier than five (5) months from the date the User shall upload its image to eDeposit in accordance with these Terms.

(c) the Cheque is duly signed by its drawyer.

(d) the field on the Cheque setting out the Cheque's amount are duly completed both in words and in figures and the number completed in words is the same as the amount completed in figures.

**3.2** The User can only use eDeposit for depositing Cheques to accounts that comply with the following:

- own cheques to his own sole accounts
- own cheques to joint accounts where he is one of the owners
- third party cheques to an account connected to his subscription that belongs to the intended third party (e.g an account that belongs to a third party, for which the User is authorized to view information and perform transactions through 1bank).
- third party cheques to joint accounts where the intended third party is one of the joint owners.

**3.3** The User acknowledges and accepts that eDeposit does not apply to any of the following items (which, if uploaded to eDeposit will be rejected by the Bank):

- a) cheques drawn on another bank;
- b) cheques containing obvious alterations to any of the fields of the cheque;
- c) cheques previously used or deposited with the Bank or any other credit institution;

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- d) cheques not payable in euro (i.e. cheques in another currency);
- e) travellers cheques, bankers drafts or other bills that are not cheques;
- f) post-dated cheques;
- g) cheques dated earlier than five (5) months from the date the User has uploaded its image to eDeposit in accordance with these Terms; or
- h) cheques endorsed in favour of another beneficiary.

**3.4** The User acknowledges and accepts that the Bank, in its absolute discretion, may also refuse to deposit a Cheque if any of the following applies:

- a) Cheques uploaded or used with the Bank in more than one occasions;
- b) Cheques for amount exceeding the Bank's deposit limits as those are set out in paragraph 5 of these Terms;
- c) Cheques connected to accounts which have been closed or otherwise transferred or replaced;
- d) Cheques with ineligible characters;
- e) Incomplete Cheques;
- f) the Bank considers that the deposit of the Cheque may be unlawful or in violation of the provisions of these Terms or that it is probable that the Cheque might have been used, by the User;
- g) if the Cheque has been revoked by its drawer at the relevant time;
- h) if there are insufficient funds in the corresponding (to the Cheque) bank account of the drawer for its payment;

## 4. DEPOSIT LIMITS

### Cheque Amount Limit

4.1 The cheque amount must not exceed 1000 euro

### User's Limits

4.2 The amount of the Cheque, if added to other Cheques deposited via eDeposit by the User should not exceed: the amount of 7000 euro per week for Private Individuals;

4.3 The Bank reserves the right to impose limits on the amount(s) and/or number of deposits that the User transmits using the Service and to modify such limits from time to time. 4

4.4 In case of insufficient amount in the account, the e- Deposit cannot be processed

4.5 Cheques submitted using eDeposit service will be processed and credited to the Bank of Cyprus account.

## 5. PROCESSING OF THE CHEQUES

5.1 The Bank shall start processing a Cheque as soon as reasonably practicable following the successful upload, by the User, of the Cheque to eDeposit, in accordance with these Terms.

5.2 An image of a cheque (front and back side) shall be deemed received when the User receives confirmation from the Bank that it has received the image of the cheque. Receipt of such confirmation shall under no circumstances constitute a confirmation of the acceptance of the relevant Cheque for deposit or that the uploading of said Cheque has been completed without any errors.

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5.3 If there is a discrepancy between the amount that the User has entered in the App and the amount on the scanned image, the cheque will be returned unpaid.

5.4 The Bank reserves the right to reject any cheque uploaded to eDeposit without any reason whatsoever.

### 6. CHANGES TO TERMS AND CONDITIONS- LIMITATIONS OF SERVICES

6.1 The Bank may change the terms and conditions of the eDeposit service at any time in accordance with these Terms by sending to the User an SMS or email with details of the change or notifying him of a change through 1bank or otherwise. The new terms may be displayed on-screen on 1bank and the User will be required to read and accept them in order to continue the use of eDeposit.

If the User does not agree to the changes, or if at any time he wishes to discontinue his use of the service, the User can unsubscribe by contacting the 1bank call centre at 800 00 800 (+357 22 128000 from abroad) Monday to Friday 07:45 – 18:00, Saturday and Sunday 09:00 – 17:00 and requesting to do so.

6.2 From time to time, updates to eDeposit operating systems and software may be issued and the User may not be able to use eDeposit until he has downloaded the latest software updates and accepted any new terms.

Maintenance of eDeposit may be performed from time-to-time resulting in interrupted service, delays or errors in the service and the Bank shall have no liability for any such interruptions, delays or errors. Attempts to provide prior notice to the User of scheduled maintenance may be made, but the Bank cannot guarantee that such notice will be provided.

### 7. WARRANTIES AND UNDERTAKINGS

Each time the User uses eDeposit, he represents, warrants and undertakes that:

- a) each image complies with the Bank's specifications and quality standards and any applicable industry standards and does not contain any viruses.
- b) he has taken reasonable steps to securely store the original cheque
- c) he must keep the original cheque for 14 days after the credit of the Bank of Cyprus account. The Bank may for any reason ask the User to provide the Bank with the original cheque.
- d) All information he provided the Bank is accurate and true
- e) He will only use the Service in Cyprus
- f) He will not present the original cheque for payment at any other financial institution.

### 8. SECURITY OF THE DEVICE AND ACCESS TO ACCOUNT INFORMATION

8.1 The User is responsible for maintaining the confidentiality and security of his device, access numbers, passcode, User ID, account number information, and any other security or access information, used by him to access the Service and preventing unauthorized access to or use of the information.

8.2 The User will be responsible for all electronic communications, including image transmissions, text message. Any deposit received through eDeposit will be deemed to be sent or authorized by the User.

8.3 The User agrees to immediately notify the Bank if he becomes aware of any loss, theft or unauthorized use of any access.

### 9. CHEQUE DEPOSITS VIA e- DEPOSIT

When the User makes payments through the eDeposit service, the Beneficiary might not wish to accept such a transfer and/or payment. It is understood that the Bank shall not be liable for any damages resulting from a Beneficiary's decision not to accept a payment made through this service.

### 10. INDEMNIFICATION

The User agrees to indemnify, defend and hold the Bank and its affiliates, officers, directors, employees, consultants, agents and licensors harmless from any and/or all third party claims, liabilities, damages and/or costs (including but not limited to reasonable attorneys' fees) arising from:

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- (a) any third party's claim, dispute, action or allegation or infringement, misuse or misappropriation based on information, data, files or otherwise in connection with the eDeposit service or
- (b) a User's violation of any law or rights of a third party or
- (c) the User's inappropriate use, or use by a third party, of the 1bank eDeposit service.

### 11. ACCEPTANCE

Please note that by choosing the option "I AGREE/I ACCEPT" this will be considered by the Bank as:

- (a) acceptance by the User of these Terms governing the e- Deposit service which he/she has subscribed for.
- (b) the User may terminate these Terms and Conditions at any time by giving one (1) month prior notice to the Bank
- (c) a confirmation, by the User that he/she has read and accepted the characteristics of eDeposit as well as these Terms.
- (d) an acceptance, by the User, of the Bank's absolute right at any time to block or suspend the use of the eDeposit in case these Terms or the terms and conditions of any Related Document are breached and/or in case that this is required by any applicable law.

### 12. GOVERNING LAW

These Terms shall be governed and construed in accordance with the laws of the Republic of Cyprus and the Courts of the Republic of Cyprus shall have jurisdiction to settle any dispute which may arise from or in relation to these Terms.

This provision does not affect the rights of the Bank or the User to take legal measures before the Courts of any other country which may have jurisdiction.

### 13. DECLARATION BY THE USER

I hereby understand, accept and acknowledge that the combination of my User ID and Passcode which constitute my identity verification by the Bank, is equivalent to my signature and I further agree and accept that the combined use will have the same result and effect as the signature under my own hand irrespective of any certification by any competent authority or agency.

Furthermore, I hereby agree and accept that the Bank will consider/perceive the combined use of my User ID and Passcode as entered by me personally and the Bank will not be liable in the event that my User ID and Passcode is used without my authorization by a third party due to my own negligence and/or recklessness and/or oversight and/or otherwise (provided that the Bank is not acting negligently or fraudulently).