

This document, including its Appendices, if any, sets out the terms and conditions for the use of the ‘Joey’ product (the ‘Joey Terms and Conditions’) and constitutes an agreement between **you**, as the Account Holder, and Bank of Cyprus Public Company Limited (H.E. 165), with registered office at 51 Stasinou Street, Ayia Paraskevi, Strovolos, 2002, Nicosia, Cyprus (the ‘Bank’, ‘BOC’, ‘we’, ‘our’, ‘us’). There is no legal agreement between us and any junior you allow to use the Joey product (the “Joey”).

Except where otherwise specified in these Joey Terms and Conditions, the Joey Terms and Conditions shall be read in conjunction and shall form an inseparable part of the below documents:

- the terms of operation of an account, which are accepted when opening an account with the Bank;
- the Supplementary Agreement governing the relationship between the Bank and its customers with respect to payment accounts;
- the 1bank Terms and Conditions and relevant Operating Guidelines;
- the table of commission and charges of the Bank, as this may be varied by the Bank from time to time, which is posted on the Bank’s website and can also be obtained by phone or from any branch or department of the Bank;
- the Cards Terms and Conditions applicable to cards issued by the Bank.

In case of an inconsistency or conflict, the terms and conditions as set out herein, shall prevail over the terms and conditions presented in the documents listed above, when it comes to issues relating to the use of Joey.

Please read these Joey Terms and Conditions carefully. By accepting these Joey Terms and Conditions you signify your agreement to be bound by their content.

In order to successfully subscribe to Joey, you will also need to provide a **Data Consent Declaration**.

---

## 1. DEFINITIONS

‘Account Holder’ or ‘you’ means the User’s parent/Legal Guardian who is a 1bank user and holds a Funding Account with the Bank, and who subscribes to Joey for the opening of the Joey App, the Joey Sight Account and, where applicable, the opening of a Joey

Saving Account and/or the issuance of a Joey Card, to which the User will be given access.

**'Business Day'** means Monday to Friday except bank holidays in the Republic of Cyprus, when the Bank is open for business.

**'Funding Account'** means the Account Holder's personal banking account which connects to the Joey Sight Account for the Account Holder to transfer funds from the Funding Account to the Joey Sight Account and vice versa.

**'GDPR'** means the General Data Protection Regulation (Regulation (EU) 2016/679) as amended and replaced from time to time.

**'Joey Saving Account'** means a saving account opened by the Account Holder in accordance with these Joey Terms and Conditions and governed by the respective account opening terms. Such account opens once the User creates the first saving goal.

**'Joey Sight Account'** means a sight account opened by the Account Holder in accordance with these Joey Terms and Conditions and governed by the respective account opening terms.

**'Joey App'** means the application used by the User to access online the Joey Sight Account or Joey Saving Account and it is separate from the Account Holder's internet banking or BOC mobile application.

**'Joey Card'** means a debit card issued by the Bank in the name of the User, which is connected to the Joey Sight Account and enables the User to conduct payment transactions and withdraw funds from the Joey Sight Account. The Account Holder cannot request the issuance of an additional card for the Joey Sight Account.

**'Legal Guardian'** means a person appointed by order of a Court of competent jurisdiction or otherwise duly appointed under applicable laws to be the guardian of the User.

**'Payment Service User'** means a natural or legal person making use of a payment service (as this term is defined in Article 2 of 'The Provision and Use of Payment Services and Access to Payment Systems Law (31(I)/2018)', as amended from time to time) in the capacity of payer, payee, or both;

**'Personal Data'** means any information relating to a Data Subject;

**‘Data Subject’** means an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

**‘User’** means a junior between the ages of nine (9) years old to seventeen (17) years old, with residence in Cyprus, who is authorized and given access by the Account Holder to the Joey Sight Account, the Joey Saving Account, the Joey App and the Joey Card, as applicable.

**‘1bank’** means the 24-hour electronic service provided by the Bank in order to allow the users of 1bank to have access to and use its services, including the provision of information, the execution of banking transactions as well as to provide to other persons general information by any digital channel including the telephone, internet, BOC mobile application or by other means of communication the Bank may determine from time to time.

All capitalised words and expressions used herein, but not defined, shall have the same meaning assigned to them under the terms of operation of the respective accounts and debit cards of the Bank and the Supplementary Agreement governing the relationship between the Bank and its customers with respect to payment accounts.

## 2. WHAT IS Joey?

Joey is a digital banking product created by the Bank. Joey’s objective is to assist young people, the Users, to:

- (a) learn about the use and management of money,
- (b) build good financial habits,
- (c) learn how to set and achieve financial goals,
- (d) engage to the digital economy,

and to do so in a safe and secure environment.

The Account Holder can subscribe to Joey via his/her BOC mobile application by accepting these Joey Terms and Conditions and can add up to four (4) Users, by providing, for each separate User, the Data Consent Declaration, the necessary Personal Data and by accepting the respective account opening and card issuance terms.

Joey is composed of:

- 2.1. Joey Sight Account & Joey Saving Account (the latter being activated once the User creates the first saving goal).

The Joey Sight Account and the Joey Saving Account are designed by the Bank to enable the Users to gain financial skills in an environment over which the Account Holder has control through his/her BOC mobile application.

The Account Holder gives the User the right to use the Joey Sight Account to make purchases via the linked Joey Card and to use the Joey Saving Account to save money. The Account Holder will be able to view the transaction history of the Joey Sight Account and the Joey Saving Account through the Joey section in his/her BOC mobile application.

Once the account to account payment feature is offered by the Bank, the Account Holder will be able to give the User the right to use such Joey Sight Account to send/receive money, provided that:

- (a) The Account Holder enables the relevant feature and
- (b) The User is of age fourteen (14) and above.

For account to account payments, the Account Holder will be able to pre-approve other juniors who have been authorised to act as users of Joey (i.e. to 'whitelist these juniors' (the 'Whitelisted Juniors')) so that the User will be allowed to send/receive money to/from the Whitelisted Juniors and/or set a transfer limit.

In order for the User to be able to send/receive money through the Joey Sight Account, he/she must actively choose to be visible to other users of the Joey. The User can at any time change this to invisible.

The Account Holder will also be able to approve third persons (Bank customers) who will be able to send money to the Joey Sight Account, once this feature is offered by the Bank.

**The Account Holder remains at all times the legal owner of the Joey Sight Account and the Joey Saving Account and shall be responsible for all the actions and the payment orders given and/or authorised by the User.**

## 2.2. Joey App

Through the Joey App, the Users will be able, among other things, to monitor their spending, savings and earnings, view the transaction history, freeze the Joey Card and view any Joey Card permissions set by the Account Holder. The User will also be able to define “Saving Goals”.

The Account Holder will be able to set up “Pocket Money” for the User via his/her BOC mobile application. The pocket money allowance will be transferred to the Joey Sight Account and be visible as such to the User through the Joey App.

It is clarified that the User will at no time have access to the Account Holder’s internet banking and BOC mobile application and will not be able to view any payment/transaction data of the Account Holder, save for the Account Holder’s actions performed in association with the Joey accounts .

## 2.3. Joey Card

The Joey Card can be used by the User to make payments through the Joey Sight Account (online or at the point of sale) and withdraw funds from ATMs. As explained above, the Joey Card is governed by the Cards Terms and Conditions applicable to cards issued by the Bank, save as otherwise provided herein. Joey Card online transactions will be approved by the User through 3D Secure, where necessary/applicable. Because the Joey Card is designed for use by juniors between the ages of nine (9) years old to seventeen (17) years old, certain types of merchants have been blocked (more details on this can be found in clause 3 below).

The Account Holder will be able to set spending limits, once this feature is enabled, and view the transaction history of the Joey Card through the Joey section in his/her BOC mobile application. Both the User and the Account Holder can freeze the Joey Card. Only the person freezing the Joey Card can unfreeze it.

The User, upon reaching the age of 14 years old, might be able to add the Joey Card to ‘Apple Wallet’ or ‘Google Wallet’ for payments to be done via the respective wallet.

The Joey Card, once issued, will be sent to the last known address given by the Account Holder to the Bank.

#### 2.4. Offers, discounts, benefits

The Bank may, from time to time, announce offers and/or discounts and/or benefits connected with the use of the Joey and/or the Joey Card, through BOC digital channels, including the BOC mobile application, the Joey app, SMS, Push Notification, email as well as any other communication channel marked by you as a preferred communication channel. Such benefits may also be linked to loyalty programs/ schemes of the Bank, under the relevant terms and conditions of such programs/schemes.

### 3. SPENDING LIMITS AND OTHER LIMITATIONS

- 3.1. **Given that the Account Holder is the legal owner of the Joey Sight Account, any amounts credited by third parties to the Joey Sight Account (once the relevant features are offered by the Bank), will be considered as the Account Holder's money. No money shall be credited in the Joey Sight Account which are intended to be the User's money.**
- 3.2. The User can only use the Joey Sight Account and Joey Card within the limits of the credit balance available in the Joey Sight Account, as these limits are set by the Account Holder, once this feature is enabled, and will not be able to exceed that credit balance or access the credit balance of the Funding Account. In case there are insufficient funds in the Joey Sight Account to execute a payment order given by the User, such payment order will be declined.
- 3.3. The User will not be able to use the Joey Card at certain merchants which are blocked, namely merchant types that, to the discretion of the Bank, are not age appropriate for juniors (aged <18 years). Merchant types which are blocked include, but not limited to, merchants who only sell alcohol, cigarettes or gambling products. The Bank may adjust the blocked merchants list from time to time and as it feels appropriate. The merchant category code (MCC) is being utilized in order to evaluate if a merchant must be blocked or not and thus the blocking depends on the classification by the merchant.
- 3.4. Default limits will apply for the Joey Card both for instore and online purchases as well as for daily ATM withdrawals. Also, a default limit will apply for account to

account payments per transaction, once enabled. The exact amounts of the default limits can be found within the BOC mobile application in the Joey section. You can amend the default spending limits for instore and online purchases (only to set lower spending limits) at any time through your BOC mobile application by clicking on the 'Controls' button within the Joey dashboard once this feature is enabled.

- 3.5. **The Joey Sight Account is not designed to have a negative balance. However, this can happen where there are no sufficient funds in the Joey Sight Account to cover any fees owed to the Bank or any payment transaction that was made offline. In this case, we will contact you immediately to remediate the negative balance. We reserve the right to transfer the amount of the negative balance from your Funding Account to the Joey Sight Account. If this results in a negative balance to your Funding Account, the terms and conditions that govern the operation of the Funding Account will apply.**

#### **4. SUBSCRIPTION, FEES & REFUNDS**

For each User added to Joey, a yearly subscription plan will apply. The fee for the subscription plan will be explained when you go through the process of subscription and in dedicated fields within the Joey once the subscription is activated.

The subscription plan fee will be charged for each User at the beginning of each User's subscription plan. The applicable subscription fees and any other applicable fees will be deducted automatically from the available balance of your Funding Account, not the Joey Sight Account.

All subscription plans are renewed automatically. Prior to the expiry of each subscription plan and before it automatically renews, you have the right to cancel the subscription by using the subscription plan cancellation option within your BOC mobile application. Such cancellation should be in accordance with clause 8 below.

You will be notified in case a specific User subscription plan can't be renewed due to insufficient funds within the Funding Account. The notification will outline that the specific renewal could not take place due to insufficient funds, that the Bank will continue trying to debit the Funding Account for the next thirty (30) days. In case a payment is not made within these thirty (30) days then the specific subscription plan will be terminated and such termination will have the effects set out in clause 8 below.

We note that we may offer from time-to-time free trial periods. In such case, the free trial period is activated on the date of each User's subscription plan. You can only use a free trial period once for each User. The subscription plan will start immediately after the expiry of the free trial period and your Funding Account will be debited with the respective subscription plan fee applicable at the time of subscribing each User. You can cancel each subscription plan at any time during the free trial period by using the subscription plan cancellation option within your BOC mobile application. For cancellations after the free trial period, the subscription fee is non-refundable.

## **5. ACCOUNT HOLDER'S ROLE, RESPONSIBILITIES AND UNDERTAKINGS**

- 5.1. By accepting these Joey Terms and Conditions, you agree to give the User access to the Joey Sight Account to make payments and transfers within certain limits, as specified in clause 3 above and you agree with the Bank receiving payment orders from the User through the use of the Joey Card and/or Joey App.
- 5.2. **Although the User will be given access to the Joey Sight Account and Joey Saving Account, you continue to be the legal owner of the Joey Sight Account, the Joey Saving Account and you assume full responsibility for the acts of the User (such as the way he/she uses the Joey Sight Account, Joey Saving Account Joey App and Joey Card and potential failure to maintain the confidentiality of his/her passwords) and the transactions authorized by the User, as if those acts and transactions were made by you.**
- 5.3. You hereby undertake to comply or, where applicable, ensure the User's compliance, with all the obligations that a Payment Service User has under *The Provision and Use of Payment Services and Access to Payment Systems Law (N.31(I)/2018)*, as amended from time to time, which are explained in the terms and conditions in the documentation listed in the preamble of these Joey Terms and Conditions and which are incorporated by reference herein.
- 5.4. You hereby undertake the responsibility to ensure that the Joey Sight Account, Joey Saving Account and the Joey Card will be used in a legitimate manner and will not be used for illegal purposes (such as and amongst others, age-inappropriate products and/or websites and/or services, like gambling, weapons, pornography, alcohol, cigarettes etc.).



- 5.5. You hereby undertake to inform the User of the below provisions in relation to the protection of the credentials and devices and ensure that both the User and you, as applicable, will comply with the below. For the purposes of the below provisions, the term ‘you’ covers both you and the User, as applicable:
  - 5.5.1. You must take all reasonable steps to keep the credentials we give you (including passwords, PIN numbers etc.) safe and you must not share them or allow them to be used by anyone else.
  - 5.5.2. You must not leave the device(s) you are using to access the Joey App, the Joey Sight Account and the Joey Saving Account unattended while you are logged in to the Joey App.
  - 5.5.3. You must safeguard the Joey Card and use it in accordance with the Cards Terms and Conditions of the Bank, in order to prevent the fraudulent use of the Joey Card and of the personalized security credentials.
- 5.6. You undertake to explain to the User how to use the Joey Sight Account, Joey Saving Account, Joey App and Joey Card in accordance with these Joey Terms and Conditions and in accordance the terms and conditions in the documentation listed in the preamble of these Joey Terms and Conditions and which are incorporated by reference herein, especially with regards to how the User should keep the Joey Sight Account, Joey Saving Account, Joey App and Joey Card and relevant passwords safe.
- 5.7. It is your responsibility to inform the Bank of any unauthorized or wrongly executed transactions made through the Joey Sight Account, Joey Saving Account and/or in the event that the Joey Card or the credentials or the device you or the User are using to access the Joey App, the Joey Sight Account and Joey Saving Account is lost or stolen or misused, in accordance with the terms and the timeframes set out in the terms of operation of accounts and the Supplementary Agreement governing the relationship between the Bank and its customers with respect to payment accounts.
- 5.8. You are responsible for ensuring that the information you provide us with for the opening of the Joey Sight Account, Joey Saving Account and Joey Card, and any other information provided for the purposes of Joey, is correct and complete. You acknowledge that the Bank will act on the basis of the information provided by

you, on the assumption that it is correct and, to the extent permitted by applicable law, the Bank will not be liable for any damage caused as a result of insufficient or inaccurate or misleading or wrong information provided by you.

## 6. DISCLAIMER

6.1. We may:

- 6.1.1. refuse access to the Joey Sight Account, the Joey Saving Account, the Joey App and the Joey Card and/or
- 6.1.2. refuse the execution of a payment order

if you or the User are in breach of applicable laws and/or of these Joey Terms and Conditions and/or of any other terms applicable to the Joey Sight Account, the Joey Saving Account, the Joey App and the Joey Card and/or where there is an implication or suspicion of an illegal transaction.

- 6.2. Although we have the right to refuse the execution of a payment order or refuse the access to the Joey Sight Account, the Joey Saving Account, the Joey App and the Joey Card, as per clause 6.1. above, we assume no responsibility in case the Joey Sight Account, the Joey Saving Account, the Joey App and/or the Joey Card is/are used in an illegal way.
- 6.3. We shall not be liable for any loss or damage incurred by you and/or the User in the event that a payment transaction has not been executed or has been deficiently executed due to abnormal or unforeseen circumstances or due to electric, electronic, mechanical, communication or similar failure, erroneous information, strike, terrorism, war, epidemic, pandemic or any other reason outside our control or in the event that we are obligated to comply with our obligations arising from any provision of applicable legislation and/or regulation and/or other judicial/regulatory/supervisory authority order.
- 6.4. We will not be responsible for any losses you and/or the User may incur as a result of an unauthorised access to the Joey App, the Joey Sight Account, the Joey Saving Account and the Joey Card, if we reasonably believe that such access was due to you and/or the User grossly negligently or intentionally failing to take reasonable precautions to keep safe and prevent fraudulent use of your devices or security

information, in accordance with clause 5 above, or was due to you and/or the User acting fraudulently.

- 6.5. If you are aware that the Joey Sight Account, the Joey Saving Account, the Joey App or the Joey Card has/have been accessed without permission but fail to tell us promptly in accordance with clause 5, you will be responsible, to the extent permitted by applicable law, for any losses occurring as a result, until you notify us.
- 6.6. We make no warranties that the Joey will be uninterrupted, timely, fit for particular purpose, secure or error-free.
- 6.7. We will not be liable for any fault or failure relating to the use of the Joey App, the Joey Sight Account, the Joey Saving Account, the Joey Card and, in general, the Joey that is a result of abnormal and unforeseeable circumstances beyond our control which would have been unavoidable despite our reasonable efforts to the contrary.
- 6.8. Access to Joey may be blocked where a jailbroken device is used to access Joey. Before subscribing make sure that an official iOS is installed on the device(s) used to access Joey.
- 6.9. Nothing in this clause 6 intends to limit or exclude liability where it would be unlawful to do so. This includes, for example, our liability for death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors, or for fraud or fraudulent misrepresentation.

## 7. RIGHT OF WITHDRAWAL

Notwithstanding anything to the contrary herein:

- 7.1. **You have the right to withdraw from these Joey Terms and Conditions with respect to each User, free of charge, within fourteen (14) days from the date of each subscription plan, without giving any reason. To exercise the right of withdrawal, you must inform us of your decision to withdraw within fourteen (14) days from the date of the relevant subscription plan, by using the subscription plan cancellation option within your BOC mobile application.**

- 7.2. If you withdraw from these Joey Terms and Conditions, we shall reimburse you for any payments received from you without undue delay and in any event not later than fourteen (14) days from the day on which we are informed about your decision to withdraw from these Joey Terms and Conditions. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless we have expressly agreed otherwise.
- 7.3. Withdrawal from these Joey Terms and Conditions in accordance with this clause 7, will have the effects set out in clause 8.1.2. below.

## **8. TERM, TERMINATION AND CANCELATION**

Without prejudice to what is stated in clause 7 above:

### **8.1. Term and Termination of subscription to Joey**

- 8.1.1. These Joey Terms and Conditions apply for each respective User from the date he/she is subscribed to Joey and shall continue to be effective for one (1) year, at the end of which these Joey Terms and Conditions will be automatically renewed for each User, unless otherwise terminated as provided below:
  - 8.1.1.1. You can terminate each subscription plan, free of charge, at any time by informing us at least one (1) month in advance by using the close account option within your BOC mobile application.
  - 8.1.1.2. We can terminate each and/or all subscription plan(s) by giving you at least two (2) months' written notice before doing so.
  - 8.1.1.3. The subscription plan(s) to Joey will automatically be terminated in case you terminate your Funding Account and fail to immediately indicate another personal account you hold with the Bank as a Funding Account. It is clarified that the Funding Account shall fall under one of the following account types: "Sight and Overdraft", "Savings" or "Instant Access".
  - 8.1.1.4. The subscription plan(s) to Joey can be terminated and the Joey will cease to be offered with immediate effect if, at any time, it is proved that the Joey is not in material compliance with applicable laws.

- 8.1.1.5. The subscription plan(s) to Joey will be terminated automatically for the respective User in case of withdrawal of the consent given for the processing of Personal Data of such User for the purposes of Joey.
- 8.1.1.6. The subscription plan(s) will be automatically terminated with respect to each User, when such User reaches the age of eighteen (18) years old, taking into consideration the transitional period as explained in clause 9 below.
- 8.1.2. A termination of the subscription plan(s) to Joey means that:
  - 8.1.2.1. the respective User will no longer have access to the Joey App.
  - 8.1.2.2. the Joey Sight Account under the terminated subscription plan will be closed.
  - 8.1.2.3. the Joey Saving Account under the terminated subscription plan will be closed.
  - 8.1.2.4. the Joey Card under the terminated subscription plan will be deactivated. The termination of the respective linked Joey Sight Account will be delayed until all amounts have been cleared in cases where there are any card hold amounts at the time of termination.
  - 8.1.2.5. unless you instruct us otherwise, prior to the termination of the Joey Sight Account, all funds from the Joey Saving Account (including any savings) will be transferred back to the respective Joey Sight Account and then to the Funding Account together with any funds already held in the respective Joey Sight Account.
  - 8.1.2.6. for termination after the first fourteen (14) days from the day you accept these Joey Terms and Conditions and provided that you are not within the free trial period, you will be fully charged and no refund will be given.
  - 8.1.2.7. termination of the subscription plan(s) shall not affect the operation of your Funding Account and the terms that govern the operation of the Funding Account, which will continue to be in full force and effect.

## 8.2. Cancellation of subscription to Joey

You can cancel at any time each and/or all of the subscription plan(s) through your BOC mobile application. The respective User(s) will continue to have access to Joey until the end of the relevant subscription plan(s). Upon reaching the end of each subscription plan, the Joey will be terminated and clause 8.1.2. will apply.

8.3. We will promptly inform the respective User(s) in case you proceed with termination or cancellation of the subscription to Joey, as per clauses 8.1. and 8.2. above.

8.4. Termination or cancellation will be without prejudice to the rights and obligations of either party in respect of any prior claim or breach of any of the provisions of these Joey Terms and Conditions. Any rights and obligations that, by their nature, are intended to survive shall survive the termination or cancellation.

8.5. From time to time, we may announce offers and promotions in relation to Joey. In case you terminate, and decide to subscribe again at a later stage, you will only be eligible for such offers and promotions (if any) six (6) months after the date of subscribing again to Joey.

## 9. WHAT HAPPENS WHEN THE USER TURNS 18

9.1. Subject to clause 9.2. below, the Joey shall cease to be offered to the User(s) once they turn eighteen (18). We will inform you and the User upon turning eighteen (18) that the transitional period, as set out below, starts to apply and that the Joey and the Joey Terms and Conditions will expire at the end of the transitional period.

9.2. After the User turns eighteen (18), the Joey and the Joey Terms and Conditions will continue to be active/effective for a transitional period of three (3) months, during which the User will have the chance to consider any other products of the Bank. During the transitional period, any funds will continue to be credited in the Joey Sight Account and the Joey Card will remain active.

**You understand and agree that, during the transitional period, the Joey Terms and Conditions and your rights and obligations under these Joey Terms and Conditions (including your responsibility for the actions of the User as per**

**clause 5.2. above) will continue to be in full force and effect. You will still have the right to terminate the subscription as per clause 8 above.**

At the end of the transitional period:

- 9.2.1. the Joey Saving Account will be closed and all funds from the Joey Saving Account will be transferred to the Joey Sight Account.
- 9.2.2. the Joey Sight Account will be closed.
- 9.2.3. unless you inform us otherwise, all funds from the Joey Sight Account (including the funds transferred in accordance with clause 9.2.1. above) will be transferred back to your Funding Account. During the transitional period, the User will have the option through the Joey App to request the transfer of the funds to a new account opened in the name of the User. It is up to you to decide whether to accept such request.
- 9.2.4. the User will no longer have access to the Joey App.
- 9.2.5. the Joey Card will be deactivated.

## **10. PERSONAL DATA**

The Bank values your privacy and the privacy of the User and is committed to protect your privacy and handle your Personal Data in an open and transparent manner and always in accordance with the provisions of the GDPR and with the Bank's Privacy Statement which is available at the Bank's branches and online at [https://bankofcyprus.com/en-gb/contact\\_us/privacy-notice/](https://bankofcyprus.com/en-gb/contact_us/privacy-notice/).

The processing of your Personal Data for the purposes of the Joey is required to enable us to perform our contractual obligations arising out of these Joey Terms and Conditions.

With your permission, as the User's parent/Legal Guardian, obtained through a separate **Data Consent Declaration**, we will be able to process the User's Personal Data as necessary for the purposes of Joey and for the opening and operation of the Joey Sight Account, the Joey Saving Account and the Joey App and the issuance and use of the Joey Card.

## **11. AMENDMENTS**

From time to time, we may make changes to these Joey Terms and Conditions, and we will give you at least two (2) months' notice before doing so. You can (free of charge) tell us if you don't accept a change, in which case these Joey Terms and Conditions will end, before the change takes effect; otherwise, it will be deemed that you have accepted the changes.

## **12. ASSIGNMENT**

These Joey Terms and Conditions are personal to you and you cannot transfer any rights or obligations under these Joey Terms and Conditions to anyone else.

## **13. CONTACT US**

If you have any questions, you may contact us at the contact details provided below.

If you need to contact us about an unauthorised access or use of the Joey App, the Joey Sight Account, the Joey Saving Account and the Joey Card or any other security threat, including but not limited to loss or theft of the Joey Card, the credentials or the device used to access the Joey App, the Joey Sight Account and Joey Saving Account, you can contact us at the contact details provided below.

Contact details: Bank of Cyprus Public Company Limited, 97 Kyrenia Avenue, 2nd Floor, Plati Aglantzia, CY-2113, Nicosia, Cyprus, tel. 800 00 800 (+357 22 128000 for international calls) on Business Days from 7:45 to 18:00, Saturday and Sunday 9:00 until 17:00, or in the event of a change of said information, at any other address or telephone number that may be notified by the Bank from time to time, or at any branch of the Bank. During hours which exceed the aforementioned time schedule or non-Business Days, the User may lock his/her User ID by entering three (3) times a wrong Passcode.

## **14. COMPLAINTS**

If, for any reason, you are not fully satisfied with any aspect of our services in relation to Joey, you can inform us as soon as possible and no later than fifteen (15) months from the date that you acknowledged or should have reasonably acknowledged the actions which were in your view detrimental.



We recommend that you initially communicate with your responsible Branch (by telephone, physical presence or fax), and if not satisfied, you may submit your complaint in any of the following ways:

1. Through our website at [www.bankofcyprus.com.cy](http://www.bankofcyprus.com.cy) by message to the 1bank Service.
2. By calling the 1bank Call Centre at 800-00-800 (+357 -22128000 for international calls) during Business Days. The working hours of the 1bank call centre are available on the Bank's website [https://www.bankofcyprus.com.cy/en-gb/contact\\_us/](https://www.bankofcyprus.com.cy/en-gb/contact_us/), and may change from time to time , or
3. by post, at the following address:  
Bank of Cyprus Public Company Limited,  
Digital Service Channels (1bank),  
P.O. Box 21472,  
1599 Nicosia,  
Cyprus

by printing and completing the Complaint Submission Form which is posted on our website at [www.bankofcyprus.com.cy](http://www.bankofcyprus.com.cy) .

In submitting your complaint, you must include the following information:

- a) Your full name and postal address
- b) Your ID/passport number
- c) Your e-mail address
- d) Your telephone number
- e) Detailed description of your complaint
- f) The means by which you wish us to contact you (by telephone/e-mail/post).

Upon receiving your complaint and no later than two (2) Business Days from its receipt, we shall send you an 'Acknowledgement of Receipt of Complaint', which shall include a Reference Number of your complaint. You will have to use this Reference Number in your communication with us in the future.

We will investigate the complaint and, proportionate to the nature and information available, will make efforts to find ways of resolving the matter. You will be notified of

the proposed way of resolving the complaint as soon as possible and no later than three (3) months from the date of receipt of the complaint.

As regards complaints relating to payment services, you will be informed of the proposed way to resolve the complaint no later than fifteen (15) Business Days or, if that is not possible, within thirty-five (35) Business Days, provided that you will be informed of this delay.

If you are not satisfied by the solution suggested by us and the actions taken to resolve the complaint or if three (3) months have passed from the date of receiving the 'Acknowledgement of Receipt of Complaint' without having received a pertinent answer, you can submit your complaint to the Financial Ombudsman within four (4) months.

You may also refer the matter to the Central Bank of Cyprus (you can find the contact details at their website <https://www.centralbank.cy/>). Moreover, you may refer your complaint to the Financial Ombudsman of the Republic of Cyprus under the Law Relating to the Establishment and Operation of a Single Agency for the out of Court Settlement of Disputes of Financial Nature of 2010, as amended from time to time (The Financial Ombudsman Law), or use the means for out-of-Court dispute resolution as explained in the Alternative Dispute Resolution for Consumers Law, N. 85(I)/2017, as amended from time to time. For the purpose of the latter Law the Alternative Dispute Resolution body selected by the Bank is the Financial Ombudsman. The Ombudsman's contact details are stated at the website [www.financialombudsman.gov.cy](http://www.financialombudsman.gov.cy) .

## **15. GOVERNING LAW AND JURISDICTION**

These Joey Terms and Conditions are governed by 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 Joey Terms and Conditions. This does not affect our right to take legal measures before the Court of any other country which may have jurisdiction.

## **16. SEVERABILITY**

If any provision of these Joey Terms and Conditions is held to be unlawful, void, invalid or otherwise unenforceable, this shall not affect the validity of any other provision.

**17. WAIVER**

Our failure to exercise or enforce any right or provision of these Joey Terms and Conditions shall not constitute a waiver of such right or provision. Any waiver of any right or provision of these Joey Terms and Conditions shall be effective only if in writing and signed by our authorized representative.

**18. SURVIVAL**

Any provision of these Joey Terms and Conditions that expressly or by implication is intended to come into or continue in force on or after termination or expiry of these Joey Terms and Conditions shall remain in full force and effect.

**19. DECLARATION BY THE ACCOUNT HOLDER**

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.