

**Amendments to the Supplementary Agreement governing the relationship between the Bank of Cyprus Public Company Limited and its Customers with respect to Payment Accounts (the “Supplementary Agreement”)**

Dear customer,

We would like to inform you that the Bank will proceed with amendments to the abovementioned Supplementary Agreement, with effect as of 30 of April 2023.

The following bank accounts have been determined by the Bank as Payment Accounts:

- i) Current accounts with or without limit.
- ii) Savings accounts.
- iii) Credit Card accounts.
- iv) Notice accounts from which Payment Transactions are permitted without limitation on the basis of their specific terms of operation (other than the obligation of the customer to provide prior notice).

In summary, the main amendments to the Supplementary Agreement concern the following:

**1) Amendment of paragraphs 3.1 and 3.5 – Amendments, which concern the right of the Bank to amend the Supplementary Agreement (including the commissions and charges applicable to Payment Accounts), as follows:**

*3.1 The Bank shall have the right at any time to supplement or amend the provisions of this Agreement and the additional special terms referenced in paragraph 1.2, above, to reflect good banking practice, the products offered, the Bank’s policy in accordance with the regulatory framework, system capacity, to provide clarity to and/or simplify the wording used and/or for one or more of the following reasons or changes as they apply from time to time, where it would be reasonable for the Bank to pass the impact of that reason or change on to the Customer:*

- *the framework of the monetary and credit rules,*
- *market conditions,*
- *liquidity costs incurred by the Bank,*
- *changes to the cost of funding,*
- *costs incurred by the Bank in providing its services,*
- *changes to market rates and tax rates,*
- *changes to the Bank’s business, systems, services or facilities,*
- *changes in general law, applicable legislation or regulations,*
- *decisions, guidelines or recommendations the Bank has to follow, such as those made by a court, regulator or the Financial Ombudsman service,*
- *changes in or introduction of new technology,*
- *other reasons for which it would be reasonable for the Bank to make such changes and/or amendments as described above.*

*The Bank may also make such changes and/or amendments for any other reason whatsoever.*

*3.5 If the Bank removes or decreases charges, commissions or fees, or makes other changes and/or amendments which are to the Customer’s advantage, the Bank may do this without making such a publication or providing prior notice to the Customer.*

**2) Addition of the following clarification to paragraph 5.2 which concerns Changes to Interest Rates:**

*If the Bank decreases debit interest rates or increases credit interest rates, the Bank may do this without making such an announcement or providing prior notice to the Customer.*

**3) Removal of references to specific working hours of the 1bank call centre.**

*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.*

**4) Addition to paragraph 8.2.3 which concerns cut-off times, as follows:**

*(f) For SEPA Direct Debits, 17:00 of the day selected by the Payee as the execution date.*

**5) Amendment of paragraph 19.4 which concerns the right of the Bank to terminate the Supplementary Agreement and to revoke the use of and close the Payment Account(s) with immediate effect, as follows:**

*19.4 The Bank shall have the right to terminate this Agreement and to revoke the use of and close the Payment Account(s) with immediate effect and/or (in addition to the provisions of paragraphs 8.5 and 15) to refuse to execute any Payment Transaction in any of the following circumstances:*

- (a) if the Customer is deceased or becomes mentally incapacitated,*
- (b) if the Customer is declared bankrupt,*
- (c) where any Payment Account or any other account of the Customer is used for, or the Customer is otherwise engaging in, money laundering or any other illegal or fraudulent purpose, or the Bank reasonably believes that this has happened or is happening,*
- (d) in the case of legal persons, if the Customer is placed under liquidation or an application is made by any person for the Customer's liquidation, or the Customer is dissolved,*
- (e) due to a repeated or serious breach of any term of this Agreement by the Customer or by a person authorized to act on his behalf,*
- (f) where there is a reasonable suspicion or risk of fraud or fraudulent or unauthorized use of any Account or of a Payment Instrument and/or of the security features thereof by any person,*
- (g) where the Bank reasonably believes there are suspicious Transactions,*
- (h) where there is an increased risk of inability to settle the balance or in the event of failure of settling the balance of the Account,*
- (i) for compliance reasons in accordance with the regulatory framework,*
- (j) If the Customer refuses or fails to comply with the "Know Your Customer" (KYC) and/or due diligence procedures under applicable anti-money laundering laws and regulations of Cyprus and/or the European Union and/or directives of the Central Bank of Cyprus and/or the European Central Bank, and refuses or fails to provide, at the Bank's request, any documents, information and other particulars reasonably required to enable the Bank to perform and to be satisfied that it has complied with all necessary "Know Your Customer" and/or due diligence controls in accordance with all applicable anti-money laundering laws, regulations and/or directives, or*
- (h) if termination or refusal to execute any Payment Transaction is permitted or required by any applicable law and/or*
- (k) in general, for objectively justified reasons.*

*In such cases, the Bank shall notify the Customer and/or the Customer's personal representatives or trustee in bankruptcy or liquidator and/or any person authorized to act on behalf of the Customer (as the case may be) of its decision as well as of the reasons behind it before, or shortly after, the termination and/or revocation, unless this is contrary to the laws of the Republic of Cyprus or of the European Union.*

**6) Addition of a clarification in the form of paragraph 19.9, as follows:**

*19.9 Where the Customer signs any documents, apart from this Agreement, for the provision of credit, the provision as well as the termination/suspension of the credit facility shall be covered by the terms of the document governing the provision of credit and not by this Agreement.*

**7) Amendment of paragraph 21.3, which concerns the submission of complaints by the Customer, as follows:**

*21.3 For complaints related to the Provision and Use of Payment Services and Access to Payment Systems Law of 2018, the Customer may also refer the matter to the Central Bank of Cyprus (you can find the contact details of the Central Bank of Cyprus on its website, as per paragraph 23.1. below). Moreover, the Customer may refer his 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 of out-of-court dispute resolution as explained in the Alternative Dispute Resolution for Consumers Law, N85(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 on the website [www.financialombudsman.gov.cy](http://www.financialombudsman.gov.cy).*

**8) Additional changes which were made to the syntax and/or to simplify the text or to clarify certain wording.**

The full text of the Supplementary Agreement, as revised, is already available on the Bank's website at [www.bankofcyprus.com.cy](http://www.bankofcyprus.com.cy), as well as at all branches of the Bank.

If you disagree with the upcoming amendments, you have the right to visit the Bank branch managing your accounts and to terminate the Supplementary Agreement and close your Payment Account(s), before 30/04/2023, without any charge to you with respect to the termination.

Please note that if you do not inform the Bank that you disagree with the abovementioned upcoming amendments and you do not terminate the Supplementary Agreement and close your Payment Account(s) prior to 30/04/2023, the Bank will deem that you have accepted the abovementioned amendments and the revised Supplementary Agreement.

**Your liability for amounts due**

It is understood that if you choose to terminate the Supplementary Agreement and close any of your Payment Accounts, this shall not affect your liability towards the Bank as it stands at the time of termination, and the Bank may demand immediate repayment of all amounts due.

Thank you for banking with us.

Sincerely,

BANK OF CYPRUS PUBLIC COMPANY LTD