

This Agreement contains the terms and conditions that govern your use of MoneyFit service (the 'Terms and Conditions').

Before you enable the option "Accept and continue", please read this document carefully and ensure that you fully understand and agree with the below terms. We also suggest that you retain a copy of these Terms and Conditions for future reference.

By enabling the option "Accept and continue", this will be considered as an express and unconditional acceptance by you of these Terms and Conditions.

In order to successfully enrol to the MoneyFit service, you will also need to accept the Data Processing Consent Declaration.

Processing of personal data for marketing purposes is an essential element of the MoneyFit service. For this reason, it is only available to Users who have already provided their marketing consent for digital channels of the Bank and allowed the Bank to process their personal data for marketing purposes.

1. INTRODUCTION

These Terms and Conditions shall be read in conjunction with and shall form an inseparable part of the agreements and/or the terms for the opening and operation of bank accounts covered by the Terms and Conditions of 1bank, and shall include, without limitation, the following documents:

- the Terms & Conditions of 1bank
- the Operating Guidelines of 1bank
- the Supplementary Agreement governing the Relationship Between the Bank of Cyprus Public Company Limited and its customers
- the terms of operation of deposit accounts or current accounts without overdraft facilities
- current account with or without overdraft facilities agreements
- with regards to payment transactions made by card (debit or credit), the Terms and Conditions of Use of Cards
- the Table of Commissions and Charges of the Bank of Cyprus, whether or not this has been signed at the time of opening of the bank account.

By using the MoneyFit service, you hereby declare that you have carefully read, understood and expressly and unconditionally agree to the content of all the aforementioned documents and the Terms and Conditions stated herein.

2. DEFINITIONS

"Account(s)" means any of your account(s) opened or maintained with us including, but not limited to savings, current, fixed deposit, credit card, loan/financing account or such other accounts which may be accessed through Internet Banking and/or Mobile app as may be determined by us from time to time.

"Bank" or "we"/"us"/"our" means the Bank of Cyprus Public Company Limited.

"Business Day" means any day from Monday to Friday except Bank holidays in Cyprus.

"Consent Declaration" means a separate document through which you declare that you consent to the processing of your Personal Data by us, for the purposes set out in Term 6 below.

"EEA" means the European Economic Area.

"Eligible User" means a natural person in possession of a User ID and Passcode, who is eligible for MoneyFit service, as described in term 3 below.

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

"Internet Banking" means the Bank's online banking service accessed through the Bank's website where the User may access her/his account information and perform transactions electronically.

"Mobile app" means the Bank's mobile banking app on either a smartphone or a tablet, using iOS or Android operating systems.

"MoneyFit" means a service provided to Users through which they can have a better view and understanding of their financial activity, budget and profile, to help them improve their own financial decision making, have greater control over their finances and access a number of related products and services of the Bank.

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

"Personal Data" means any information relating to an identified or identifiable natural person (Data Subject); 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.

"Third party" means a trusted third party who we utilise to assist us in providing you the MoneyFit service. This Third party might be located outside the EEA.

"User" or "you"/"yours" means an Eligible User who has registered for the MoneyFit service.

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

"1bank" means the 24-hour electronic service provided by the Bank in order to allow the Users of 1bank (as defined in the Terms and Conditions 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 the telephone, internet or by other means of communication the Bank may determine from time to time.

3. ELIGIBILITY

To be eligible for the MoneyFit service you must:

- have a personal Bank of Cyprus current account, credit card and/or savings account,
- be registered for 1bank,
- have the most up-to-date version of the Bank's mobile banking app (Mobile app) on your mobile device (smartphone or tablet), and
- have provided your marketing consent for digital channels of the Bank through 1bank.

Once becoming eligible, you may join the MoneyFit service at any time by clicking on the MoneyFit menu option within the Mobile app or Internet Banking.

The MoneyFit service is not available on business banking, i.e. for business accounts and accounts held by legal entities such as SMEs, corporate and any other type of organization.

4. MONEYFIT Insights and budgets

- As part of the MoneyFit service, we analyse the spending and saving patterns of your account(s).
- Based upon your transaction data and based on algorithms used by a Third party engaged by us to assist us for these purposes, we identify recurring payments, likely liquidity challenges, high/low balances, refunds, card expiration dates, upcoming scheduled payments, upcoming subscription payments, savings made, unusual transactions, spending increases, saving opportunities, travel spending, financial goals, new features/products you might be interested in, recommended budgets, budget milestones status and other similar elements, which are then displayed to you in the form of insights (the 'Insights').
- MoneyFit service and the Insights generated are based on your personal financial profile, financial activity, account(s) balance(s) and total balance across all your accounts. As a result, the Insights generated, and their timely presentation can vary from User to User.
- The MoneyFit service is only provided for domestic and private use. You agree not to use the MoneyFit service for any commercial, business or resale purposes.

5. NOTIFICATIONS

- By enabling the option to receive push notifications at a pop up right after joining MoneyFit or alternatively via the option notifications in the menu option within the Mobile app, the Bank will send you alerts in the form of push notification(s) to make you aware of any new Insights that

have been generated as soon as possible. The Insights are exposed within the Mobile app and Internet Banking.

- You can disable MoneyFit related push notifications at any time via the online channel (Mobile app; Internet Banking).
- We do not guarantee that you will receive push notifications or that you will receive them in a timely manner or for every Insight that is generated.

6. PRIVACY

The Bank values your privacy.

- With your permission, obtained through the separate Consent Declaration and the marketing consent for digital channels of the Bank, we will process your Personal Data in the course of analysing your spending and saving patterns for the purposes of providing the MoneyFit Insights and information on products and services of the Bank that may be of interest to you, based your financial activity and goals. Such processing will be in accordance with our privacy policy, which can be found at https://www.bankofcyprus.com.cy/en-gb/contact_us/privacy-notice/ and in line with the provisions of the GDPR.
- Personal Data may be processed from time to time when this is necessary for the fulfilment of the following purposes:
 - **Eligibility:** The determination of your eligibility for MoneyFit service and other products and services that we offer.
 - **Financial activity analysis:** The analysis of your financial activity (e.g. spending and saving patterns) and better understanding of your financial profile.
 - **Provision of Insights:** The provision of the relevant Insights.
 - **Information on products/services:** To communicate with you any benefit, features and other information about products and services you already have with the Bank.
 - **Provision of products/services:** The provision of products and services you may request.
 - **Understanding the needs of Bank's customers:** To better understand the current and future needs of our customers and better manage our business and the relationship we have with you and our customers.
 - **Marketing purposes (based on the explicit marketing consent for digital channels that you have provided through 1bank):** to tell you about products, services and offers of the Bank that may be of interest to you. In some cases, profiling will be used, i.e. your data will be processed automatically with the aim of evaluating your financial profile and spending patterns and provide you with information on products and services you may need.
- **Sharing data with third parties:** Third parties may be involved to assist us with the provision of MoneyFit service and the Insights. Information received by the Bank for the purposes mentioned above may be shared with such Third parties, provided that such information will not include your Personal Data.
Such information may include, however, any information that you provide in the free text ('Message to Beneficiary') when ordering the execution of a transaction. We urge you to respect personal data of third parties and do not provide unnecessary information in such fields.
- Where your information is made available to our employees, agents or Third parties, this will be made on a need to know basis and where this is necessary for the provision of the MoneyFit service, the Insights, budgets, notifications and other products/services we offer, as may be requested by you. Such employees, agents and Third parties will be required to maintain the confidentiality of this information.
- You can turn off MoneyFit services at any time by following the instructions below (Term 7).

7. TERMINATION/SUSPENSION

- If you wish to un-enrol from the MoneyFit service, you may do so at any time by following the instructions within the Mobile app or Internet Banking. Un-enrolling from the MoneyFit service will terminate the MoneyFit service and these Terms and Conditions.
- Assuming that you are still eligible, you will have to re-join and re-consent to these Terms and Conditions and the Consent Declaration, in order to use the MoneyFit service in the future.

- We have the right to terminate/un-enrol you from the MoneyFit service or block/suspend the use of the MoneyFit service, at any time, without prior notice where:
 - your account(s) is/are closed,
 - you are no longer the owner of the account(s),
 - your account is web disabled,
 - you are no longer eligible for the MoneyFit service,
 - you did not make use of the MoneyFit service for more than 30 days (i.e. were you did not click on any Insight for more than 30 days).
 - we cease to offer the MoneyFit service,
 - we believe or have reasonable grounds to believe that the use of the MoneyFit service by you violates these Terms and Conditions or the Terms and Conditions of 1bank,
 - this is required by applicable legislation.
 - you choose to withdraw your data processing consent declaration and/or your marketing consent

You will be informed that such termination/un-enrolment has taken place and the reasons for such termination/un-enrolment (unless this is not permitted by applicable law) through 1bank digital channels.

- We have the right to terminate/un-enrol you from the MoneyFit service or block/suspend the use of the MoneyFit service for any other reason by giving you 10 days prior notice.
- When the MoneyFit service is terminated, it will no longer be accessible to you and these Terms and Conditions will be terminated.

8. LIABILITY LIMITATIONS

Without prejudice to any limitations of liability specifically mentioned in other clauses of these Terms and Conditions:

- **We shall not be liable for any loss suffered by you in connection with the MoneyFit service, unless such loss arises directly from our gross negligence, wilful default or fraud.**
Provided that we shall not be liable to you or any other person for any consequential, circumstantial, special or indirect damages, including any loss of profit, commercial losses and damages, which are incurred by you in connection with the MoneyFit service.
- Without prejudice to the generality of the aforementioned, we will not be liable for any damages or losses incurred by you (including any indirect, consequential, or incidental damages) deemed or alleged to have resulted from or caused by theft and/or any other way loss of the mobile phone device used for access to MoneyFit services via the 1bank.. In such a case you should inform us by using the contact details referred to in Term 9 below, as soon as you become aware of the theft and/or loss and you agree to alter your enrolment information and make all the appropriate changes to disable the use of such device and/or account number. **You understand that there are risks associated with using a mobile device and/or account number, and that in the event of theft or loss, your confidential information can be compromised.**
- For the avoidance of doubt, this term does not exclude liability that cannot be excluded or restricted according to applicable law.

9. CONTACT

For any issues, questions or support you may need in relation to the MoneyFit service, you can contact us by using the below contact details:

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 during non-Business Days, the User may lock his/her User ID by entering 7 times a wrong Passcode.

We urge you to contact us if any of the following events, or a similar event occurs, as soon as you become aware of any such event/s:

- (a) Suspicion of an unauthorised transaction
- (b) Suspicion of a fraudulent transaction
- (c) Suspicion of a wrongly executed transaction

- (d) Suspicion that wrong and/or incomplete and/or inaccurate information has been provided and/or submitted to the Bank
- (e) Suspicion that the User ID and/or Passcode has become known to a third person
- (f) Suspicion that the mobile phone device has been stolen and/or lost.

10. DISCLAIMER

- **You understand that the MoneyFit service and the Insights provided through the MoneyFit service do not constitute a financial, legal, tax or investment advice and should not be relied upon as such. It is not our intention to provide any personal financial, tax, legal or investment advice through the MoneyFit service.**
- The MoneyFit service is provided as a courtesy. MoneyFit service Insights, budgets and push notifications received by you are for your information only, to give you a view and a better understanding of your financial activity, profile and budgets, in order to make your own choices on how to better manage your finances and improve your financial decision making. **We have no responsibility on how you will use any information provided in the Insights and budgets or how you will act upon them. We will not be liable for any damages or losses you may incur by acting on any such Insights and budgets.**
- You understand that your financial profile is and must be considered as unique and we cannot possibly know all of your personal and financial circumstances. We do not make any representation, warranties or guarantees that the MoneyFit service is appropriate for you and your financial goal(s).
- If you are a holder of a joint-account, you understand that transaction data of such joint-account will also be considered for the purposes of the MoneyFit service and any Insights or budgets provided may relate to such joint-account. **We will not be liable against the rest of the joint-account holders for any decisions or actions you may take in relation to such joint-account, based on the Insights and/or budgets received. However, you need to inform the joint account holders of the service and processing carried out by MoneyFit as described in this document.**
- We make no warranties that the MoneyFit service will be uninterrupted, timely, fit for particular purpose, secure or error-free.

11. FEES/ CHARGES

- We do not charge a fee for the provision of the MoneyFit service. In the future we may introduce a fee for the provision of MoneyFit service. If we decide to introduce such a fee, we will give you no less than 60 days' notice by email or secure message through 1bank.
- If you do not agree with the fee, you will be able to un-enrol from the MoneyFit service and terminate these Terms and Conditions (as explained in term 7 above), free of charge.
- If you continue to use the MoneyFit service after the expiry of the 60 days' notice period, it will be deemed that you have accepted the fee.

You may be charged by other parties (such as mobile service providers, internet service providers, other data providers) for using the MoneyFit service and you hereby agree to be responsible for any and all such charges occurred in relation of the use of the MoneyFit service.

12. INDEMNIFICATION

- You agree to indemnify, defend and hold us and our 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:
 - (a) a third party's claim, dispute, action or allegation or infringement, misuse or misappropriation based on information, data, files or otherwise in connection with your use or misuse of the MoneyFit service or
 - (b) your violation of any law or these Terms and Conditions,
 - (c) your violation of the rights of such third party.

13. AMENDMENTS TO THE TERMS

- We may change the terms and conditions at any time by giving you no less than 60 days' notice through 1bank.
- If you do not agree with the amendments, you can un-enrol from the MoneyFit service and terminate these Terms and Conditions (as explained in Term 7 above),
- If you continue to use the MoneyFit service after the expiry of the 60 days' notice period, it will be deemed that you have accepted the changes.

14. FOREIGN CURRENCY ACCOUNTS

- For the purposes of MoneyFit, all transactions are analysed and shown in EUR. In case you are the holder of a foreign currency account, the EUR equivalent amount of the account balance and/or account transactions will be used for the purposes of the MoneyFit service and the generation of Insights and budgets.
- The EUR equivalent amount is calculated based on the foreign exchange rates used as a basis in the calculation of each currency exchange and which is rendered available by the Bank or originates from a source available to the public.

15. GOVERNING LAW

These Terms and Conditions shall be governed and construed in accordance with the laws of the Republic of Cyprus and shall be subject to the jurisdiction of the Cyprus Courts.

Without prejudice to the above sub-paragraph, the Bank shall reserve its right to bring an action before the courts of any other country.

16. SEVERABILITY

Each term of these Terms and Conditions constitutes a separate and independent provision. If any of these provisions are judged by any court to be void or unenforceable, the remaining provisions shall continue in full force and effect.'

17. 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.