

These 1bankB2B APIs Terms and Conditions shall be read in conjunction and shall form an inseparable part of the agreements and/or the terms for the opening and operation of bank subscriptions covered by the 1bank Terms and Conditions for which the 1bank B2B APIs Service has been activated upon Company's request, and shall include, without limitation, the following documents:

- the Supplementary Agreement governing the Relationship between the Bank and its Customers and Account Holders;
- the terms of operation of deposit accounts or current accounts without overdraft facilities, current account without overdraft facilities agreements;
- the 1bank Terms and Conditions;
- the 1 bank B2B APIs Application Form;
- with regards to payment transactions made by card (debit or credit), the Terms and Conditions of Use of Cards;
- and the Table of Commissions and Charges of the Bank, whether or not this has been signed at the time of opening of the bank account.

In case of contradiction between the 1bank Terms and Conditions and these 1bank B2B APIs Terms and Conditions, the latter shall prevail.

1. DEFINITIONS

1.1. In these 1bank B2B APIs Terms and Conditions, unless the context otherwise requires:

«**1bank Terms and Conditions**» means the Terms and Conditions governing the access to and use of 1bank Services by any User as may be amended, extended or replaced from time to time by the Bank and notified to the User, the Company and/or to the Account Holder in accordance with paragraph 17 of the said Terms and Conditions.

«**Access Token**» means a secret key generated with the usage of the Client Id and the Client Secret and used when calling the 1bankB2B APIs.

«**Authorised User**» means an existing 1bank user who is authorised by the Company in the Application form and is responsible for performing the final confirmation process for accounts to be used through the 1bank B2B APIs and to repeat the confirmation process on specific intervals as specified by the Bank.

«**1bank B2B APIs Service**» means a new and future 1bank functionality offered by the Bank and consisting of defined interfaces enabling the Company to have its ERP system(s) connect with 1bank in order to upload or download substantive amounts of data without the need for the User to manually logon to 1bank.

«**B2B APIs**» means a set of functions and procedures, both present and future, which allow the creation of applications (apps) which access features or data of 1bank.

«**B2B APIs Application Form**» means the application form as made available by the Bank completed by the Company applying to the Bank for the use of the 1bank B2B APIs Service.

«**Company**» means any legal entity which is authorised to hold an Account with the Bank and is an Account Holder.

«**Client Id**» means a unique code that identifies the Company and that is generated by the Developer in the Developer Portal. The Client ID is used with the Client Secret to generate the Access Token

«**Client Secret**» means a unique confidential identifier that is generated by the Developer in the Developer Portal. The Client Secret is used with the Client ID to generate the Access Token.

«**Developer**» means a software developer who will act on behalf of the Company to develop the necessary functionality that will allow for the integration of the 1bank B2B APIs within the Company's ERP system. The Developer, using the credentials issued by the Bank, will also be authorised to get access to the Developer Portal and will establish the Company's subscriptions for use of specific 1bank B2B APIs. The Developer will also choose which 1bank B2B APIs to implement.

«**Developer Portal**» means an online environment where the Developer will be able to register for integration of the 1bank B2B APIs Service and choose the 1bank B2B APIs they would like to use within the Company's ERP system and generate a Client Id and Client Secret.

«**ERP User**» means the user authorised by the Company to access certain 1bank functions on its behalf through the usage of the 1bank B2B APIs Service from the Company's ERP system.

«**GDPR**» means EU Regulation 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

«**Personal Data Breach**» means (i) an actual personal data breach or (ii) a potential personal data breach, including: (a) the loss of, inadvertent disclosure of, unauthorised access to or acquisition of or misuse of personal data (including media containing personal data); (b) the disclosure or use of personal data in breach of these 1bank B2B APIs Terms and Conditions, or (c)

any other act or omission compromising the privacy, security, availability, confidentiality or integrity of personal data.

«**Subscription Id**» means a unique code generated as a result of the Company's application for use of the 1bankB2B APIs Service. The Subscription Id is valid for a period of time determined by the Bank after its issuance.

«**User**»: means the user defined in the 1bank Terms and Conditions.

1.2. Without prejudice to paragraph 1.1, the definitions used in these 1 bank B2B APIs Terms and Conditions and which are not otherwise defined in these 1 bank B2B APIs Terms and Conditions or in the 1bank Terms and Conditions shall have the meaning given thereto by the Payment Services Law of 2009 and/or by the Supplementary Agreement governing the Relationship between the Bank and its Customers.

1.3. In these 1bank B2B APIs Terms and Conditions, references to persons shall include legal entities, references to the singular shall include the plural and vice versa and references to any gender shall include all genders.

1.4. In these 1bank B2B APIs Terms and Conditions any capitalized terms not defined herein have the meaning ascribed to them by the 1bank Terms and Conditions.

2. USE OF THE 1BANK B2B APIs SERVICE AND APPLICATION OF THESE 1BANK B2B APIs TERMS AND CONDITIONS

2.1. The 1bankB2B APIs Service may be requested by the Company and be used by the Company's ERP Users, provided that the Company has completed and submitted a 1bank B2B APIs Application Form at branches or departments of the Bank. The 1bank B2B APIs Service will be provided for the accounts for which the 1bank B2B APIs Service is requested and for the accesses that have been specified on the 1bankB2B APIs Application Form.

2.2. The Bank may, at its absolute discretion and without providing any justification, refuse an application by means of a 1bankB2B APIs Application Form.

2.3. If the Bank accepts to activate the 1bank B2B APIs Service's software upon receipt of the 1bank B2B APIs Application Form, the Bank grants to the Company, a non-exclusive and non-transferable, revocable licence to use the 1bank B2B APIs Service's software for internal purposes only and subject to any specific software licensing obligations imposed by third party licensors.

The licence granted to the Company under these 1bank B2B APIs Terms and Conditions is however subject to the following restrictions on the use made by the Company:

- i. it may only use the 1bank B2B APIs Service's software in compliance with these 1bank B2B APIs Terms and Conditions;
- ii. it may not use the 1bank B2B APIs Service's software to provide services to third parties;
- iii. it may not make copies of and distribute, resell or sublicense 1bank B2B APIs Service's software to third parties;
- iv. it may not download and use patches, enhancements, bug fixes, or similar updates unless it has a licence to the underlying software;
- v. it may not copy the 1bank B2B APIs Service's software or make it available on a public or external distribute network;
- vi. it may not allow access to the 1bank B2B APIs Service's software on an intranet unless it is restricted to Authorised Users;
- vii. it may not modify, reverse engineer, disassemble, decrypt, decompile or make derivative works of the 1bank B2B APIs Service's software.

2.4. Access rights to the 1bank B2B APIs Service shall be given by the Company to the relevant ERP Users as per the Company's internal processes and ERP system user access policies.

2.5. In order to access the 1bank B2B APIs Service, the Developer should access the Developer Portal on behalf of the Company, using the credentials provided by the Bank. The Client Id and Client Secret are generated when the Developer registers the Company's ERP system as an application within the Developer Portal. The Client Id, the Client Secret and the Access Token need to be supplied every time an API that requires identification of the application is called. These will be supplied as part of the relevant API call and will not be supplied manually by the ERP User. The process described within the current paragraph is a pre-requisite for the steps described as part of paragraph 2.7.

- 2.6. It is the Company's and the Developer's sole responsibility to develop the necessary functionality within the Company's ERP system that will allow for integration with the Bank's 1bank B2B APIs.
- 2.7. In order to begin using the 1bank B2B APIs Service the confirmation process for accounts to be used must be completed. The process must be performed by one of the Authorised Users designated in the B2B API Application Form by the Company. During the process the Authorised User will be asked to authenticate his self, using his personal 1bank credentials within the Company's ERP system and confirm the accounts to be used via 1bank B2B APIs as these have been provided in the 1 bank B2B API Subscription Form. On completion of the process, a Subscription Id will be generated automatically for use in future API calls. The subscription will be valid for a period determined by the Bank at which point the accounts confirmation process as described in this paragraph 2.7 must be repeated by the Authorised User authorised at the time. In case the Authorised User does not perform the confirmation process or if he/she does not renew the process upon or on expiration, the 1bank B2B APIs Service will not be available to the Company.
- 2.8. These 1bank B2B APIs Terms and Conditions, as may be amended, shall govern, in conjunction with the documents listed above, the use of 1bank B2B APIs Service by any Company, any Authorised User and any ERP User. The Company, the Authorised User and the ERP User shall be bound by them.
- 2.9. The Company, the Authorised User and the ERP User must comply strictly with these 1bank B2B APIs Terms and Conditions (which aim to minimise the risk of unauthorised use of the 1bank B2B APIs Service) and indemnify the Bank for any loss or damages that may arise as a result of non-compliance with these 1bank B2B APIs Terms and Conditions and any operating instructions.
- 2.10. The 1bank B2B APIs Service is provided on an as is basis and the Bank gives no representation, warranty or condition, express or implied, statutory or otherwise (including, without limitation, as to the condition, quality, satisfactory quality, performance, or fitness for purpose) in respect of the 1bank B2B APIs Service and all those representations, warranties and conditions are excluded save to the extent that such exclusion is prohibited by applicable law.
- 2.11. The Bank attaches great importance to IT security and makes all reasonable efforts to maintain or take all appropriate security measures.
- 2.12. Furthermore, the Bank is only liable for its own fraud and intentional wrongdoings and, to the extent permitted by applicable law, the Bank will not be liable for any losses and expenses of whatever nature including, without limitation, any direct, indirect, general, special, punitive, incidental or consequential damages, loss of use, loss of data, loss caused by a virus, loss caused by a Personal Data Breach, loss of income or profit, loss of or damage to property, claims of third parties, or other losses of any kind or character, even if such losses or damages may have arisen out of or in connection with the use of the 1bank B2B APIs Service.
- 2.13. The Company shall indemnify and hold harmless the Bank against any and all losses (including any fines imposed by a Regulatory Authority) arising from a Personal Data Breach resulting from the Company's non-compliance with these 1bank B2B APIs Terms and Conditions, the applicable data protection law (including the GDPR) and or the Company's negligence.
- 3. OBLIGATIONS OF THE BANK AND THE COMPANY**
- 3.1. The Company acknowledges and accepts that it is responsible for the actions and omissions of all ERP Users and Authorised Users making use of the 1bank B2B APIs Service under these 1bank B2B APIs Terms and Conditions.
- 3.2. The Company warrants that it and its ERP Users and Authorised Users will use the 1bank B2B APIs Service for professional purposes only. The Company warrants that the 1bank B2B APIs Service is used in accordance with these 1bank B2B APIs Terms and Conditions, all applicable national and international legislation and, in general, in a responsible manner, exclusively for admissible purposes and without infringing upon the rights of third parties.
- In addition, the Company will see to it that all its ERP Users and Authorised Users are aware of and have read understood and accepted these 1bank B2B APIs Terms and Conditions and that all ERP Users and Authorised Users use the 1bank B2B APIs Service in accordance with these 1bank B2B APIs Terms and Conditions.
- 3.3. The Company alone, and not the Bank under any circumstances, is required to verify that the use of the 1bank B2B APIs Service by the Company and by the ERP Users and by the Authorised Users complies with all of the legislation, regulations, ethical rules or agreements that apply to the Company's activities. The Company expressly accepts that the applicable legislation may be subject to adaptation in the future. The Company also agrees to comply with any statutory developments and seek advice about these developments by its own departments or advisers.
- 3.4. The Company undertakes not to use, and will see to it that its ERP Users and Authorised Users do not use the 1 bank B2B APIs Service to:
- upload, download, send, or disseminate data containing viruses, worms, spyware, malware or any other similar malicious programs; or
 - carry out any calculations, operations or transactions that may interrupt, destroy or restrict the functionality of the operation of 1bank or any program, computer or means of telecommunications.
- 3.5. It is the Company's and the ERP User's and Authorised User's sole responsibility to take any appropriate measures to (i) avoid any irregular, illegitimate or unauthorised use of the Subscription Id and Client Id/Secret/Access Token and (ii) secure its own IT infrastructure and network. In order to assist the Company and/or the ERP User, and/or the Authorised Users the Bank may suggest from time to time precautionary measures that the Company may take. However, such suggestions by the Bank do not constitute admission of liability by the Bank with regard to the adequacy of such precautionary measure to prevent and avoid any irregular, illegitimate or unauthorised use of the Company's Access Token, Subscription Id and Client Id/Secret.
- 3.6. The Company through its Authorised User(s) is solely responsible for performing the confirmation process for accounts to be used through the 1bank B2B APIs Service before or upon expiration of the Company's Subscription Id.
- 3.7. Under no circumstances is the Bank to be held liable in the event of fraud, intent or negligence by the Company or for any use by the Company' of the Company's, Access Token, Subscription Id and Client Id/Secret in a manner that does not correspond with these 1bank B2B APIs Terms and Conditions and thus cannot be considered as being appropriate.
- 3.8. The Company is liable in cases of fraud, wilful misconduct, negligence or any inappropriate use of any of the Company's Access Token, Subscription Id and Client Id / Secret and of any breach of the Company's obligations under these 1bank B2B APIs Terms and Conditions.
- Under the following circumstances, among others, gross negligence will be deemed to have occurred:
- saving on any equipment such as flash drives, computers, laptops, handheld devices etc., information about the Company's Access Token, Subscription Id and Client Id/Secret;
 - making note of the Company's Access Token, Subscription Id and Client Id/Secret, in any form whatsoever, on an object or document that is kept near any device used to access the B2B APIs;
 - giving a third party (internal or external IT people, spouse, family member, colleagues or friends) the opportunity to use the Company's Access Token, Subscription Id and Client Id/Secret;
 - neglecting to notify the Bank, the participating bank or the indicated entity immediately of the loss or theft of the Company's Access Token, Subscription Id and Client Id/Secret or any part thereof;
 - leaving behind information about the Company's Access Token, Subscription Id and Client Id/Secret or any part thereof in a vehicle;
 - leaving behind information about the Company's or Access Token, Subscription Id and Client Id/Secret or any part thereof in a place accessible to the public, except when it has been left in a locked drawer or cabinet. Places that are accessible to the public are understood to be places to which a large number of people have effective access. These places do not necessarily have to be public places;
 - failing to lodge a complaint with the police department within 24 hours after the loss or theft of the Company's Access Token, Subscription Id and Client Id/Secret or any part thereof; and
 - using the Company's Access Token, Subscription Id and Client Id/Secret in a way that is in breach of these 1bank B2B APIs Terms and Conditions.
- 4. RECORD KEEPING**

- 4.1. To comply with its regulatory obligations, the Bank registers the signing of any transactions uploaded to 1bank through use of the 1bank B2B APIs Service.
- 4.2. For audit purposes, the Bank maintains a register of access to 1bank occurring through the 1bank B2B APIs Service.

5. VARIATIONS OF THESE 1BANK APIS TERMS AND CONDITIONS

- 5.1. The Bank reserves the right at any time to supplement or change these 1bank B2B APIs Terms and Conditions to reflect information security updates, market conditions, good banking practice, the products offered, the Bank's policy and system capabilities, relevant laws or for any other reason. If the change is to the advantage of the Company, it will take immediate effect and the User and/or the Company will be notified within 30 days after the change. If the change is neither to the advantage or disadvantage of the Company, the Bank will give at least 30 days' notice, before making the change. If the change is to the Company's disadvantage, the Bank will give at least 60 days' notice before making the change. The Company will thereafter have the right to terminate this agreement within the 60 days' period, subject to the provisions of paragraph 18 of the 1bank Terms and Conditions.
- 5.2. By continuing to use the 1bank B2B APIs Service, the Company and/or the Authorised User is agreeing with the amendments proposed by the Bank, unless the Company and/or the Authorised User notifies the Bank that these are not accepted prior to the proposed date of entry into force of the amendment. If the Company do not accept the amendments, it may terminate these 1bank B2B APIs Terms and Conditions immediately, without charge, prior to the proposed date of entry into force of the amendments, subject to the provisions of these Terms and Conditions and specifically paragraph 18 of the 1bank Terms and Conditions.
- 5.3. The provisions of this paragraph may concern the amendment of any term of these 1bank B2B APIs Terms and Conditions.

6. DURATION, TERMINATION, AND SUSPENSION OF THESE 1BANK B2B APIS TERMS AND CONDITIONS

- 6.1. These 1bank B2B APIs Terms and Conditions shall be in the English language and shall be of indefinite duration. At any time during the term of these 1bank B2B APIs Terms and Conditions, the User and/or the Company and/or the Authorised User shall have the right, to receive these 1bank B2B APIs Terms and Conditions as well as the information and terms that the Bank is obliged to provide in writing or other durable medium under the Payment Services Law.
- 6.2. The Company may terminate these 1bank B2B APIs Terms and Conditions by giving notice to the Bank. With the revocation, the 1bank B2B APIs Service will no longer be operational and the license granted to the Company under paragraph 2.3 will be revoked. However with the completion of the confirmation process for accounts to be used, described under paragraph 2.7, the 1bank B2B APIs Service becomes operational again. Similarly, if the Subscription Id is locked or inactive or if there has not been any API activity linked to the subscription for more than 13 months, the 1bank B2B APIs Service will no longer be operational and the license granted to the Company under paragraph 2.3 will be revoked.
- 6.3. The Bank may terminate these 1bank B2B APIs Terms and Conditions at its absolute discretion by giving prior two (2) months' notice.
- 6.4. The Bank may terminate with immediate effect these 1bank B2B APIs Terms and Conditions as well as the access to the 1bank B2B APIs Service (i) if the Company goes bankrupt or is dissolved or (ii) in the event that the Company and/or any of its ERP Users and/or any of the Authorised User breach(es) these 1bank B2B APIs Terms and Conditions or (iii) if there is suspicion or risk of fraud or suspicious transactions or fraudulent or unauthorised use of the 1bank B2B APIs Service or (iv) if there is an increased risk of inability to settle the balance of the Account. In such a case, the Bank shall notify the Company and/or the Authorised User and/or any third person of its decision as well as of the reasons thereof, prior or immediately after such termination, unless this is contrary to Cyprus or Community laws and regulations. The Bank shall cancel the termination, if it is satisfied that the reasons for termination do not apply.
- 6.5. The User, as soon as he/she receives any notification by the Bank (including any notification made by the Bank under paragraph 5.1), shall have an obligation to notify the content of the relevant notification and/or the

notification itself to the Company as soon as / she receives such notification. This subparagraph shall also apply vice versa in the event that any relevant notification is received by the Company.

- 6.6. Where any charges are imposed on a regular basis for the provision of the 1bank B2B APIs Service, the Company shall be obliged to pay only the proportion of charges due up to the time of termination. The Bank shall be obliged to reimburse any pre-paid charges corresponding to the time after termination.
- 6.7. Termination by the Company or the Bank of these 1bank B2B APIs Terms and Conditions will cause automatic termination of the right of the Company and the ERP User and/or the Authorised User to use the 1bank B2B APIs Service as well as the B2B API Application Form. In such case, the license granted to the Company under paragraph 2.3 will be revoked.
- 6.8. If the Bank reasonably believes that any event has given rise to security risks or puts the continuity of the Bank's business operations at risk, the Bank has the right to suspend the performance of these 1bank B2B APIs Terms and Conditions as soon as such event occurs or as soon as it becomes aware of it and for as long as such event persists.

7. GOVERNING LAW

- 7.1. These 1bank B2B APIs Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of Cyprus and shall be subject to the jurisdiction of Cyprus Courts.
- 7.2. Without prejudice to the above subparagraph, the Bank shall reserve its right to bring an action before the Courts of any other country.

8. SEVERABILITY

The invalidity of any provision of these 1bank B2B APIs Terms and Conditions shall not affect the validity of any other provision of these 1bank B2B APIs Terms and Conditions. In case one or more provisions of these 1bank B2B APIs Terms and Conditions are invalid or become invalid as a result of any changing legislation, the validity of the remaining provisions shall not be affected thereby.

IMPORTANT NOTE: If you wish to obtain a copy of these 1bank B2B APIs Terms and Conditions in larger print, this is available on request.