

TERMS OF USE FOR THE FLEKSY SERVICE

These terms and conditions (the "**Terms and Conditions**," "**Agreement**," or "**Contract**") apply when you use the Fleksy Service and form an agreement between you, as a user of the Fleksy Service ("**you**" or "**User**") and Bank of Cyprus Public Company Limited (H.E. 165), whose registered office is situated at 51 Stasinou Street, Agia Paraskevi, Strovolos, 2002, Nicosia, Cyprus (the "**Bank**," "**BOC**," "**we**," "**us**," and "**our**") with regard to the service described below (the "**Service**").

Unless otherwise specified elsewhere in these Terms and Conditions, the Terms and Conditions must be read in conjunction with and form an integral part of the following documents:

- the terms of operation of an account / the terms and conditions of the **Financing Account** / of the **Fleksy Overdraft Account** and, where applicable, the **Fleksy Sight Account**, which are accepted at the time of opening of the relevant account with the Bank;
- the Supplementary Agreement governing the relations between the Bank and its customers with regard to payment accounts;
- the Terms and Conditions of 1bank and the relevant operating instructions,
- the Cards Terms and Conditions which apply to cards issued by the Bank
- the Table of Commissions and Charges of the Bank, as may be amended by the Bank from time to time, which is posted on the Bank's website, and which can also be obtained by telephone or from any branch or service of the Bank;
- the Bank of Cyprus' Terms and Conditions in relation to Apple Pay
- the Bank of Cyprus' Terms and Conditions in relation to Google Pay

In case of inconsistency or conflict, the Terms and Conditions set forth herein prevail over the terms and conditions presented in the documents mentioned above when it comes to matters relating to the use of the Fleksy Service.

By selecting to make your purchases through the Fleksy Service, you agree to be bound by these Terms and Conditions.

Please read these Terms and Conditions carefully before using the Service and print one copy for storage in your records and for any future reference.

In order to use the Fleksy Service, it is a condition for the User to submit a relevant application and for the said application to be approved by the Bank following an assessment of his/her creditworthiness.

1. DEFINITIONS

"**Account Holder**" or "**you**", who is a user of the Bank's 1bank service and who registers with the Fleksy Service for opening the Fleksy Overdraft Account and, where applicable, for opening a Fleksy Sight Account and/or for the issuance of a Fleksy Card, to which the User will be given access.

"**Business day**" means any day (other than Saturday and Sunday) on which Banks are open in Cyprus to provide the full range of their activities.

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

"**Financing Account**" means the User's personal bank account, which is linked to the Fleksy Overdraft Account so that the User can transfer funds from the Financing account to the Fleksy Overdraft Account.

"**Fleksy Overdraft Account**" means the overdraft account opened by the User in accordance with these Terms and Conditions and governed by the respective terms for opening an account.

"**Fleksy Sight Account**" means the current account opened by the User in accordance with these Terms and Conditions and governed by the respective terms for opening an account.

"**Fleksy Card**" means the digital debit card issued by the Bank in the name of the User, which is linked to the Fleksy Sight Account and allows the User to make payment transactions from the Fleksy Sight Account. The digital debit card must be added to the User's e-wallet. The Account Holder cannot request the issuance of an additional card for the Fleksy Sight Account.

"**Payment Service User**" means the natural or legal person who makes use of a payment service (as defined in section 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, beneficiary or both.

"**Purchase plan(s)**" means the creation of a purchase plan by the User in accordance with these Terms and Conditions and the respective terms for opening purchase plans, for the purchase of consumer products through equal monthly instalments.

"**Personal Data**" means any information relating to a Data Subject.

"**Data Subject**" means an identified or identifiable natural person. An identifiable natural person is a person who can be identified, directly or indirectly, in particular on the basis of an identifier such as a name, identification number, location data, an online identifier or one or more factors determining the physical, physiological, genetic, mental, economic, cultural or social identity of the said natural person.

"**Service Charge**", corresponds to each Purchase Plan and is calculated on the amount of your Purchase Plan and presented on your screen, based on the following equation / formula:

$$\left(\text{Service Charge} = \text{Amount of the Purchase Plan} \times \text{Service Charge } 6\% \times \frac{\text{Number of Installments}}{12} \right)$$

"**User or you**" means a natural person over the age of 18 who is a subscriber to the 1Bank Service and wishes to use the Fleksy Service.

"**1bank**" means the 24-hour electronic service provided by the Bank in order to enable 1bank's users to access and use its services, including the provision of information, the execution of banking transactions, as well as the provision of general information to other persons through any digital channel, including the telephone, the internet, the BOC mobile app or other means of communication that the Bank can prescribe every time.

Furthermore, the definitions of "**User ID**", "**Passcode**", "**Payment Service Provider**", "**One-Time Password (OTP)**" and "**Secure Messages**" shall have the same meaning and interpretation as set out and/or defined and/or stated in the Terms and Conditions of 1bank and the Cards Terms and Conditions, as amended from time to time by the Bank.

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

2. DESCRIPTION OF THE FLEKSY SERVICE

The Fleksy Service was created by the Bank of Cyprus in order to offer you the best possible shopping experience, regardless of whether you shop online or in a real/physical store. The Service is offered through the Bank's digital channels (BOC Mobile App and Internet Banking) and will allow you to experience new horizons in your purchases, through the *Buy Now, Pay Later (BNPL) feature*. The Service offers a number of great advantages such as, simplification of your purchases, display of payment methods according to your preferences and will allow control and provide an overview of your purchases.

You can register for the Fleksy Service through the BOC Mobile App and Internet Banking after accepting these Terms and Conditions, if you provide the necessary Personal Data and/or details and then accept the respective terms for opening an account(s) and for the issuing of a card.

Information about the Fleksy Service can be found in our [Frequently Asked Questions](#).

The Fleksy Service consists of:

2.1 Fleksy Overdraft Account

The Fleksy Overdraft account is an electronic product offered exclusively through the Bank's digital channels and is opened for natural persons, who are permanent residents of Cyprus, who have reached the age of 18 and who are subscribers to the 1bank Service of the Bank of Cyprus. The User will be able to use this overdraft through the creation of 'Purchase Plans', to purchase consumer products from physical and/or online stores.

The Fleksy Overdraft account has the following features:

- Instant automated approval to your application for obtaining the Overdraft Account of the Fleksy Service.
- The account is opened exclusively to 1bank subscribers via the BOC Mobile App and Internet Banking.
- No initial costs for the arrangement and preparation of contracts.
- The Fleksy overdraft account will not bear interest.
- The User's income must be in EUR.
- Requested overdraft from €500 to €3.000.
- The authorized overdraft limit in the Fleksy Overdraft account may not be amended.
- No personal guarantees or collateral
- The account is opened exclusively in the name of the User and cannot be a joint account.
- Withdrawals from the Fleksy Overdraft are made only through a disbursement request from the digital channels (hereinafter referred to as "**Purchase Plans**") which specify the withdrawal amount and the period for repaying the plan (3/6/9 months).
- The available Fleksy overdraft may, at the discretion of the Bank, be frozen/be made unavailable if the User and/or the Account Holder is late in repaying one and/or any of his/her 'Purchase Plans'. The overdraft will become available again after the delay in the specific 'Purchase Plan' have been settled.
- If the User and/or Account Holder is late in paying any Purchase Plan for a period exceeding thirty (30) calendar days, the following shall not be permitted: a) the creation of a new "Purchase Plan" b) the use of the "Fleksy" Card for purchases that do not belong to an already active "Purchase Plan" that was approved before the occurrence of the delay. .
- The overdraft will be automatically cancelled if it is not used for a period of two (2) years from the date of approval. Furthermore, if no new 'Purchase Plan' is created under this overdraft for more than twenty-four (24) months, then the Overdraft, the Sight Account and the Fleksy Card will be automatically closed without any notice and the Fleksy Service will be terminated.
- A chequebook cannot be issued for this account.
- The Fleksy Overdraft account is linked to the Fleksy Sight account in the name of the User. For the purpose of using the Fleksy Sight account, a linked digital Fleksy debit card is issued.
- It is not allowed a) to issue a real / physical debit card for general use online / in stores, outside the [framework](#) of a Purchase Plan, b) to make withdrawals or deposits through a Bank or through ATMs

or through 1bank, c) to open automatic Banking orders or automatic direct debit orders or automatic direct credit orders.

- The Fleksy Overdraft will be reviewed in accordance with the Bank's current internal lending policy.
- No statement will be sent by post. All transactions of the Fleksy account will be available through Internet Banking and the BOC Mobile app.

2.2 Fleksy Purchase Plans

In order to use any part of the Fleksy overdraft that has been granted to you, you will need to create one and/or more 'Purchase Plans'. In general, Users can create short-term payout plans ("Purchase Plans") for each product purchase under the approved facility limit (Fleksy Overdraft). Concurrent, multiple purchases will be allowed through the creation of separate Purchase Plans for each purchase within the maximum allowed Fleksy Overdraft limit, provided that the previous Purchase Plan has been activated. Furthermore, the Purchase Plans may be settled through the instalments selected by you, at the selected time (3/6/9 months) on the monthly anniversaries since the first use of the amount of your Purchase Plan.

2.2.1 Creation & Use of a 'Purchase Plan'

When the User creates a Purchase Plan, the following actions will then be carried out:

- The User shall determine the amount that he/she will spend.
- The User shall select the instalment plan of the Purchase Plan. It is noted that the selection of the repayment period of the User's Purchase Plans (3/6/9 months) is at the discretion of the Bank based on an assessment of the User's creditworthiness, in accordance with the Bank's credit policy from time to time.
- The User shall complete the purpose of the purchase that he/she wishes to make.
- The system shall calculate the Service Charge which is 6% of the amount of the purchase plan and present it to the customer. $(\text{Purchase Plan Amount} \times (\text{Service Charge } 6\%) / 12) \times \text{Number of instalments}$
- The system shall calculate the monthly instalments by dividing: the (amount(s) of the Purchase Plan + Service Charge (instalment)) / (Number of instalments)
- The amount of the Purchase Plan will be deposited into the Fleksy Sight account, to which the Fleksy digital debit Card is linked.
- The available overdraft limit in the Fleksy Overdraft Account will then be reduced proportionately.
- The User will be able to use the Fleksy Card to pay at the POS point of the physical / real store or to make an electronic payment (e-commerce).
- A repayment schedule will then be created with the exact amount paid to the POS once the payment is made. The Service Charge and the instalments will be recalculated.
- Upon completion of the purchase, the transaction ID and the name of the merchant will be stored in the 'Purchase Plan'.
- In case of creation of a Purchase Plan for a greater amount than the purchase of the product that the User will make, the amount that will remain unused in the Fleksy Sight Account will be redeposited into the User's Fleksy Overdraft Account and the Overdraft limit will be adjusted. Furthermore, the said Purchase Plan that was created will be adjusted accordingly and the User will be presented with the now configured Purchase Plan.
- The User can proceed to create a new Purchase Plan given that there is no other created Purchase Plan that has not been used.

2.2.2 Exclusion from the 'Purchase Plan(s)'

In case you wish to opt out of the instalment plan, you must settle in full the remaining amount of your "Purchase Plan(s). Any remaining Service Charges that have not been collected will be waived except those due on your next instalment.

2.2.3 Charges/fees/delay

- Your Purchase Plans are subject to a Service Charge of 6%, which is calculated on the amount of your Purchase Plan, according to the calculation below and will be displayed on your screen.

$$\text{Service Charge} = \text{Amount of the Purchase Plan} \times \text{Service Charge } 6\% \times \frac{\text{Number of Installments}}{12}$$

The Service Charge will be divided equally into your monthly instalments.

- If a Purchase Plan shows any delay in the repayment of the principal or of the charges, then costs for delay will be charged:
 - 5 euros per month for the first sixty (60) days of delay. .
 - 20 euros per month in case delay persist beyond sixty (60) days.
- Furthermore, if your Purchase Plan(s) shows delay of more than thirty (30) calendar days, then your Fleksy Overdraft account and Fleksy Card will be frozen and the creation of new Purchase Plans or the use of existing Purchase Plans that have not been used will not be permitted.

2.3 Fleksy Current Account

The Fleksy Sight Account has been designed by the Bank to enable Users to acquire the consumer products /services (via the linked Fleksy Card) that they wish. The User is in control of his/her transactions through the BOC Mobile App and Internet Banking.

The Fleksy Sight Account is linked to the Fleksy Card so that you can make purchases using the linked card.

Credits to the account will only be made after a disbursement request has been made from your Fleksy Overdraft account through a specific Purchase Plan(s).

You can view the transaction history of your Fleksy Sight Account via the Boc Mobile App and Internet Banking.

For the terms of the Fleksy Current Account, please click [here](#).

2.4 Fleksy Card (linked to Fleksy Sight Account)

The User can use the Fleksy Card to make purchases through the Fleksy Sight Account (online or at the point of sale). The Fleksy Card is governed by the Card's Terms and Conditions which are applicable to cards issued by the Bank and by the terms of the Fleksy Card, unless otherwise foreseen herein.

The Fleksy Card is opened automatically and digitally only in the name of the User and is linked to the Fleksy Sight Account. Its use requires the User to use the Google Pay and/or Apple Pay wallets. For the Terms and Conditions of the Bank of Cyprus in relation to Apple Pay and the Terms and Conditions of the Bank of Cyprus in relation to Google Pay, please click [here](#).

The Fleksy Card is considered an exclusive product offered only through the Fleksy Service and can only be used for purchases exclusively related to the Fleksy Service.

For the terms of the Fleksy Card, please click [here](#).

3. How the Fleksy Service works

The Fleksy Service is a new payment method that allows consumers to spread the cost of their purchase from e-commerce and physical/real stores into instalments, the repayment duration of which can vary.

This will allow Users to fund their purchases in instalments and to be in a better position to control their money.

In particular, the Fleksy Service is an electronic product, through which the User is provided with an overdraft limit on a current account (Fleksy Overdraft or Fleksy Overdraft). A current account (Fleksy Sight or Sight Fleksy) is linked to this account with a digital debit card (Fleksy or Fleksy Card) in order to make the relevant product purchases.

Withdrawals from the Fleksy Overdraft account will only be allowed via 'Purchase Plans'. With each disbursement request, a Purchase Plan is opened with a monthly instalment and a maximum repayment period of up to 9 months. Each Purchase Plan will be charged separately with a Service Fee.

As with any other Purchase Plan, there are additional fees if payments are not made according to the prescribed schedule.

Information about the operation of the Fleksy Service can be found in our [Frequently Asked Questions](#).

3.1 Step-by-step Guide on How to Buy Now and Pay Later

- You can apply to the Fleksy Service, provided you meet [certain criteria](#).
- You must then agree to the present terms of use of the Fleksy Service.
- It will also be necessary to give your consent to the Bank concerning the procedure in order to refer to any lawfully registered information file operating in the Republic for the purpose of calculating your creditworthiness.
- The maximum overdraft amount you can request will then be displayed on your screen. If you wish, you can choose a lower overdraft amount than the one recommended.
- In case the Bank is unable to present you with a recommended overdraft amount, then it means that the recommended overdraft is below the minimum permitted overdraft of €500 and you will be asked to submit and/or re-complete a simplified '[Personal Financial Data Statement](#)' to review your proposed overdraft limit. You may be asked to provide relevant evidence.
- You will then be asked to check on your screen your personal details/data that will be printed on the agreement between you and the Bank (name, identity, home address).

By proceeding to submit an application:

- The pre-contractual information document will be presented on your screen, which you will have to study.
- Then you can then submit your request for review.
- The Bank will proceed through an automated process with the evaluation of your request. During the evaluation process you will be presented with the following three (3) information on your screen: a) Approval b) Application under examination (pending verification of your proof of income) and c) Rejection.
- In case your application is under review, you will be informed by a relevant message on your mobile phone about the outcome of its evaluation: (a) Approval, (b) Rejection.
- Once approved, you will be asked to fill in the Agreement details.
- In case you do not have an eligible funding account, the system will redirect you to get a [Quick account](#).

- At the end of the Agreement details, you will be asked to sign it electronically. If for some reason it is not possible to sign electronically, the system will refer you to the physical branch of the Bank that services you, so that you can take the necessary actions. The system will then be updated, and you will be able to proceed to sign electronically.
- By signing the Agreement, the following will be opened:
 - The Fleksy Overdraft account,
 - The Fleksy Sight Account, and
 - The electronic debit Fleksy Card.

You can then proceed with making purchases through the creation of Purchase Plans.

Conclusion of a Purchase Plan:

- You can conclude a 'Purchase Plan' specifying the purchase amount of the product/service you wish to acquire and the repayment period (3/6/9 months). It is noted that the selection of the repayment period of your Purchase Plans (3/6/9 months) is at the discretion of the Bank based on an assessment of your creditworthiness, in accordance with the Bank's credit policy.
- A repayment schedule will automatically be created with the exact amount of the purchase (plus the relevant Service Charge) which you will repay in equal monthly instalments.
- For more information as well as for the fees/charges of the "Purchase Plans" please refer to clause 2.2 of these terms and conditions.
- The amount you requested when opening the 'Purchase Plan' will then be transferred to your Fleksy Sight Account so that you can pay for the product/service you selected through your digital Fleksy Card.
- The use of the digital Fleksy Card requires you to add the card to the Google Pay and/or Apple Pay wallets. .
- You can then proceed with the purchase of the product/service you have chosen by using the digital Fleksy Card.
- The process for creating Purchase Plans can be repeated, provided that there is sufficient balance in your Fleksy Overdraft Account and provided that there is no created Purchase Plan that has not been used. Provided that any amount repaid from any "Purchase Plan", the amount corresponding to the repayment, excluding the Service Charge, will be automatically transferred to your Fleksy Overdraft Account, thus increasing the amount available that you can use for future purchases.

4. Flexy Service Limits.

The Bank will offer you the maximum credit limit you can apply for. The overdraft that is offered will be between €500 to €3,000. Provided that you could apply for a lower credit limit than the overdraft limit proposed by the Bank.

Furthermore, the Bank will check your Overdraft limit from time to time and has the right to reduce or discontinue your credit limit for compliance purposes or if it is imposed and/or requested by any competent authority at any time. In such a case, you will be informed in any durable medium within thirty (30) calendar days.

In case the Fleksy Current Account shows a negative balance for any reason, the Bank reserves the right to transfer the amount of the negative balance from the Funding Account to the Fleksy Sight Account. If this results in a negative balance on the Funding Account, the terms and conditions governing the operation of the Funding Account will apply.

5. Unauthorized transactions through the Fleksy Service.

The User will not be able to use the Fleksy Service at specific merchants that have been blocked, i.e. categories of merchants who, at the discretion of the Bank, are not suitable for the use of the product in

question. Specifically, and indicatively, but not exhaustively, transactions related to: betting, horse racing, casinos, hotels, pawnshops, purchase of electronic lotteries, lotteries, purchasing of shares, utilities, gas stations, medical services, direct marketing subscriptions, payment of fines, support of political organizations, bail and bond payments, escort services, will not be allowed. Provided that the final approval for the acceptance of any merchant for the purpose of creating a Purchase Plan (s) is at the sole discretion of the Bank.

6. Charges/Subscriptions/Fees

There will be no charges when registering the User for the Fleksy Service.

The Fleksy Overdraft Account will not be charged with interest as well as management fees.

The Total Annual Percentage Rate (APR) amounts to % and includes the following costs:

Service Charge

Electronic Signature Charge (if applicable)

Purchase Plans are subject to Service Charges, 6% which are calculated as follows:

$$\text{Service Charge} = \text{Amount of the Purchase Plan} \times \text{Service Charge } 6\% \times \frac{\text{Number of Installments}}{12}$$

Service Charges are calculated per Purchase Plan and are distributed over all monthly repayment instalments of the respective Purchase Plan of the User.

In case the Purchase Plan shows delay in the repayment of its monthly instalment, then costs for delay will be charged:

- 5 euros per month for the first sixty (60) days of delay
- EUR 20 per month in case delay persist for more than sixty (60) days

The Fleksy Card is not charged with any interest. In case the debit card is reissued, a fee of €5 will be charged according to the Bank's Table of Commissions and Charges.

7. Early repayment and/or repayment of the Purchase Plan and refunds due to product return

The User may pay for any Purchase Plan at any time at no additional cost.

Furthermore, the User has the right at any time to prepay, before the date of expiry of the Purchase Plan, the entire remaining amount or the next instalment, of all or of a specific Purchase Plan, without any additional cost.

In case of settlement and/or early repayment of your Purchase Plan(s), the amount of the Service Charge corresponding to the upcoming instalment(s) will be charged.

If the User cancels his/her purchase for which the credit has been granted or he/she otherwise exercises his right to withdraw from the purchase contract/agreement that he/she concluded with the merchant (remotely or outside a commercial shop) for the purchase of goods, the Bank will return to the User's Financing Account any amounts received from the merchant through the Fleksy Card. The User will have the right to early settlement of his/her Purchase Plan through the relevant option in the Purchase Plan, through the BOC Mobile App or Internet Banking.

Provided that any reimbursements from the purchase of products in the User's Funding Account will not reduce the outstanding balance from the relevant Purchase Plan and will not be counted as payments. The User must continue to make the payments previously notified to him/her on the scheduled expiry dates until

the balance of his/her Purchase Plan is fully paid. Otherwise, he/she may authorize the Bank to credit and/or transfer the amount that came from returning the product to the User's Purchase Plan for its full settlement.

8. Role, responsibilities and commitments of the User

When using the Fleksy service, you must always be within the frameworks prescribed by these Terms and Conditions. The use of information that do not belong to you or for the use of which you have not been otherwise authorized or the use of the Fleksy Service in a manner that does not comply with these Terms and Conditions, will be considered a breach. You may not use the Service in a manner that violates any applicable law or purchase any item that is illegal. You may not use any software or device intended to disrupt the Fleksy Service or to extract other people's personal data or other data.

You are solely responsible for the proper functioning and/or use of the Fleksy Service and agree to indemnify and cover the Bank against any damages, losses, costs and/or expenses arising from the misuse and/or intentional misuse of the Service as well as the loading or publication of false information or its disclosure in connection with the Service, including third party claims against the Bank.

9. Limitation of Liability

The Bank and its affiliated companies are not responsible for the use of the Fleksy Service or for any product you purchase using our Service. This means, for instance, that we have no obligation to compensate you for any direct or indirect damage, including loss of profits or claims by other parties. The information you receive from us will not create any guarantee from us as to the quality and/or suitability of the product(s) you purchase using the Fleksy Service. Furthermore, we are not responsible for any financial loss based on any decisions you make using the Fleksy service, nor are we liable for any inaccuracies in relation to the features and price of the product.

We encourage you to carry out your own research before purchasing from the various relevant physical and/or online stores, to ensure the features, suitability and accuracy of product prices. All actions taken by the user of the website are your responsibility. The Bank cannot guarantee that any information is correct or be held legally responsible for any actions performed on the basis of the product and pricing information provided by merchants.

Your relationship with any merchant with whom you communicate is solely between you and the merchant. You agree and accept that the Bank is not liable for any loss or damage of any kind that may arise as a result of any business activity you carry out with the merchants you have chosen or as a result of the content provided by such merchants through websites.

Furthermore, we are not involved nor participate in the supply of the products you purchase through them.

The Bank bears no liability and/or obligation of guarantee, compensation, maintenance, support or availability of the products. Except to the extent that the liability cannot be excluded or limited by law, the Bank accepts no liability or obligation for (a) User Accounts of the Fleksy service which are created by using incorrect or inaccurate information; (b) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications, regardless of the cause, in connection with any equipment, systems, networks, lines, satellites, servers, computers or providers used in any aspect of the Fleksy service (c) inaccessibility or unavailability of any network or wireless service, on the internet and/or on any website; (d) any harm or damage to any person's computer(s) or mobile device(s) that may be related to or result from any attempt to use the Fleksy Service, or (e) any matter outside its reasonable control.

10. Eligibility

By this Agreement you acknowledge that we may carry out a search about you in information records that operate lawfully in Cyprus with information relating solely to the operation of your accounts and your creditworthiness and to assess your creditworthiness in accordance with our applicable lending policies. This search can affect your credit rating and your chances of obtaining credit in the future.

We will let you know the amount of limit we can provide you. Otherwise, we will refer you to the branch that serves you for further handling.

11. Copyrights and Trademarks

11.1 All content included in or made available through the Fleksy Service, such as text, graphic elements, logos, button icons, images, digital uploads, data collection and software is protected by applicable copyright, trademarks and other proprietary rights (including, but not limited to, intellectual property rights) and is owned by the Bank of Cyprus or one of its affiliated and/or subsidiary companies (unless the contrary is stated). It is strictly forbidden for you to copy, redistribute, use or publish any part of the Fleksy Service, except as expressly permitted in these Terms and Conditions. Your use of the Fleksy Service does not give you ownership of any intellectual property rights in any content, document or other material to which you have access.

11.2 The trademarks, service marks and logos used and displayed in connection with the Fleksy Service are registered trademarks of the Bank of Cyprus. Other trademarks, service marks and trade names may belong to others. Nothing in the Fleksy Service should be construed as a concession, by implication, disclaimer or otherwise, of any license or right to use any trademark or any other intellectual property of the Bank of Cyprus that appears in connection with the Fleksy service. The name "Fleksy," and any other trademarks may not be used in any way, including advertising or publicity relating to the distribution of material on the Fleksy service, without prior written permission from the Bank of Cyprus.

12. Login and security

12.1 You must keep your 1Bank Service login details secure, including your User ID and Passcode, to prevent unauthorized use of the Fleksy Service. This service can only be used by you as a User and not by anyone else. You may not make purchases on behalf of others using the service or User accounts of the Fleksy Service. Furthermore, you are not permitted to grant access to the Fleksy Service and/or to the User accounts of the Fleksy Service to anyone else for any purpose. Any access by others will be considered unauthorized access. The Bank also reserves the right to terminate or deactivate the use of the 1bank service without any prior notice in case of significant breach of your security obligations. For more complete information regarding, inter alia, the obligations for the safekeeping of 1bank means of payment, the blocking of the 1bank means of payment, the liability of the Bank, of the User and of the Account Holder for the unauthorized or incorrectly executed or non-executed payment transactions, please refer to the [Terms and Conditions of the 1Bank..](#)

12.2 Furthermore, according to the Card's [Terms and Conditions](#), the cardholder is responsible for safekeeping the Card and preventing fraudulent use of the Card and personalised security credentials, and must take all necessary actions to ensure their security. The cardholder must always keep all personal data and personalised security credentials confidential, including without limitation, by not disclosing them to anyone.

13. Right of Withdrawal

13.1 Right of Withdrawal

By accepting these Terms and Conditions, you expressly agree that this agreement is effective immediately.

Subject to the above, you have the right to withdraw from this contract within 14 days without giving any reason.

In order to exercise your right of withdrawal, you must inform us of your decision to withdraw from this contract *by completing the attached template and delivering it to any Branch or by mailing it (to P.O. Box 21472, CY-1599 Nicosia) or by sending it to the email address info@bankofcyprus.com*".

To meet the withdrawal deadline, it is sufficient to send your statement on the exercise of your right of withdrawal before the withdrawal period expires.

13.2 Consequences of Withdrawal

If you withdraw from the Fleksy Service, this will automatically result in withdrawal from all agreements relating to the Fleksy Service.

Furthermore, if you withdraw from this Agreement, the debit balance(s) of the Fleksy Service accounts must be paid in full by you, without undue delay and in any case within 14 days from the day we are informed of your decision to withdraw from this Agreement.

If you do not withdraw from the Fleksy Service within the above fourteen (14) day period, you will still have the right to terminate the Fleksy Service and these terms and conditions, in accordance with the provisions of these Terms and Conditions.

14. Duration, Termination and Cancellation

14.1 This agreement is valid until it is terminated by you or by the Bank. You can cancel the agreement at any time by contacting any of our branches or by sending your cancellation request through the 1Bank Service or by mailing it (to P.O. Box 21472, CY-1599 Nicosia) or by sending it to the email address info@bankofcyprus.com".

14.2 You may terminate the Fleksy Service, at no additional charge, at any time by notifying us at least one (1) month in advance using the account closure option in the BOC Mobile App.

14.2.1 We may terminate the Fleksy Service by giving you at least two (2) months' written notice prior to termination.

1.a.2 The Purchase Plan(s) will be automatically terminated in case you terminate the Financing account and do not immediately declare another personal account held with the Bank as a Financing account. It is clarified that the Financing Account must fall into one of the following account types: "current and overdraft", "savings" or "direct access".

1.a.3 The Purchase Plan(s) program(s) may be terminated, and the Fleksy Service will cease to be offered to you with immediate effect if, at any time, you terminate your Fleksy Overdraft Account and/or Fleksy Sight Account and/or Fleksy Card in any way.

1.a.4 In relation to the cancellation of the Fleksy Card, the Terms and Conditions of Card Use, which are available on the Bank's website www.bankofcyprus.com, apply.

14.3 You may not cancel the agreement if you have outstanding payments or if you use the service or part of the Fleksy Service provided by the Bank, which is either limited in time (and has not expired) or the service has a notice period and this period has not expired.

In cases where immediate termination is justified, for instance for reasons of compliance with the Anti-Money Laundering and Terrorist Financing Directive, the Bank may cancel the agreement at any time by notifying you thirty (30) calendar days in advance, by sending you a message on any durable medium. When the termination of this agreement takes effect, you will no longer be able to use the Fleksy Service.

14.4 The termination or cancellation shall not affect the rights and obligations of either party in relation to any prior claim or breach of any of the provisions of these Terms and Conditions. Any rights and obligations which, by their nature, are intended to remain in force shall remain in force after the termination or cancellation.

1.a.1 Furthermore, the termination of the Purchase Plan(s) on the Fleksy Service means that:

14.4.1.1. the User will no longer have access to the Fleksy Service.

14.4.1.2 the Fleksy Overdraft Account under the terminated Purchase Plan(s) will be terminated/closed.

14.4.1.3. the Fleksy Sight Account under the terminated Purchase Plan(s) will be terminated/closed.

14.4.1.4. the Fleksy Card under the terminated Purchase Plan(s) will be deactivated. The termination of the respective linked Fleksy Sight Account will be delayed until all amounts have been cleared in cases where there are amounts held from the card at the time of termination.

14.4.1.5. prior to cancellation of the Fleksy Sight Account, any funds deposited therein will be transferred back to the Fleksy Overdraft Account.

14.4.1.6. in case of termination after the expiry of the 14-day period of your right of withdrawal, from the day you accept these Terms and Conditions, you will be charged in full and will not be refunded any money.

14.5 We may also terminate this Agreement at any time for reasonable cause, in particular if you breach your obligations under these Terms and Conditions or any other terms and conditions relating to the Fleksy Service or the laws, regulations, with respect to your use of the Fleksy Service in a manner that reasonably does not allow us to continue the contractual relationship.

14.6 Please note that in case of cancellation of this Agreement pursuant to any of the aforementioned reasons, the use of the Fleksy Service, including any functions provided or managed through the Fleksy App, will no longer be available.

15. Personal Data

The Bank values your privacy and is committed to protecting your privacy and handle your personal data in an open and transparent manner and always in accordance with the provisions of the GDPR and 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/.

The processing of your Personal Data is necessary for the purposes of the Fleksy Service in order to be able to fulfil our contractual obligations under these Terms and Conditions.

16. Amendments

16.1 The Bank reserves the right at any time to supplement or amend these Terms and Conditions to reflect good banking practice, the products offered, the Bank's policy in accordance with the regulatory framework, the capabilities of the systems, to provide clarity and/or simplify the wording of the language used, and/or for one or more of the following reasons or changes in force from time to time, where it would be reasonable for the Bank to pass on the impact of such relevant reason or change 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 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 variations as described above.

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

The provisions of this paragraph may concern the amendment of any term of these Terms and Conditions including commissions and charges according to paragraph 16, given that:

- (i) The Bank shall give at least sixty (60) calendar days' notice before making any change regarding the Payment Services.
- (ii) Any change in the Reference Rate or the Reference Exchange Rate shall immediately bind the User and/or the Account Holder, who shall be notified, at the earliest opportunity, by any durable medium that is considered by the Bank to be the most appropriate medium, in accordance with clause 19. In case the amendment is for the benefit of the User and/or the account holder, such change may be effective without notice.
- (iii) Unless otherwise foreseen by the Terms and Conditions, the User and/or Account Holder shall be informed of any amendment on a durable medium that is considered by the Bank to be the most appropriate medium in accordance with paragraph 19.

16.2 The User/Account Holder shall be deemed to have accepted the amendments proposed by the Bank, unless he/she notifies the Bank that they are not acceptable before the proposed effective date of the amendment. If the User/Account Holder does not accept the amendment, he/she may immediately terminate these Terms and Conditions, free of charge, before the proposed effective date of the amendment, subject to the provisions of these Terms and Conditions and in particular clause 14 above. If the User/Account Holder does not accept the amendment, he/she may immediately terminate his/her authorization by providing written notice to the Bank, free of charge, prior to the proposed effective date of the amendment, subject to the provisions of these Terms and Conditions and in particular clause 14 above.

17. Sanctions/restrictive measures

17.1. The Bank may at any time and at its discretion delay/suspend and/or stop any order/instruction/action in relation to the Fleksy Service, until the completion of all necessary checks in relation to regulatory compliance and/or money laundering matters and/or financial fraud audits and or in compliance with applicable law.

17.2. Furthermore, the Bank has the right to freeze and/or prohibit the use of the Fleksy Service and/or any linked account and/or card therein, when the User and/or any person connected to him/her is subject to sanctions and/or restrictive measures and/or prohibitions imposed by the authorities of the European Union (EU) and/or the United Nations (UN) and/or the United States of America (USA) and/or the United Kingdom (UK).

18. Assignment

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

19. Contact and Notifications

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

If you need to contact us about an unauthorized access to or use of the Fleksy Service, of the Fleksy Overdraft Account, of the Fleksy Sight Account and of the Fleksy Card or for any other security threat, including but not limited to the loss or theft of your Fleksy Card, credentials or device used to access the Fleksy App and/or Service, your Fleksy Overdraft Account and your Fleksy Sight Account, you can contact us by using the contact details provided below.

Contact details: Bank of Cyprus Public Company Ltd, 97 Kyrenias Avenue, 2nd floor, Platy Aglantzia, CY-2113, Nicosia, Cyprus, tel. 800 00 800 (+357 22 128000 for international calls) during Business Days from 7:45 to 18:00, Saturdays and Sundays 9:00 to 17:00, or in case of change of such details, to any other address or telephone number that may be communicated by the Bank from time to time, or to any branch of the Bank. During hours outside the aforementioned working hours or on non-Business Days, the User may lock his/her user ID by entering three (3) incorrect passwords.

20. Complaints

If, for any reason, you are not fully satisfied with any aspect of our services in relation to the Fleksy Service, you may notify us as soon as possible and at the latest within fifteen (15) months from the date you identified or should reasonably have identified the actions that were in your opinion harmful.

We recommend that you first contact your relevant branch (by phone, physical presence or fax) and, if you are not satisfied, you can submit your complaint in any of the following ways:

1. Through our website at www.bankofcyprus.com.cy with a message to 1bank.
2. By calling 1bank's call center at 800-00-800 (+357 -22128000 for international calls) during Business Days. The working hours of 1bank's call center 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 to 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 Form posted on our website at the address www.bankofcyprus.com.cy.

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

- a) Your name and surname and postal address,
- b) Your ID/passport number,
- c) Your email address;
- c) Your telephone number;

- d) Detailed description of your complaint,
- e) How you wish us to contact you (by phone/email/post).

Upon receipt of your complaint and at the latest within two (2) Business Days of its receipt, we will send you a "Acknowledgement of Receipt of the Complaint", which will include the Reference Number of your complaint. You should use this Reference Number in your communication with us in the future.

We will investigate the complaint and, depending on the nature and information available, we will take efforts to find ways to resolve the matter. You will be informed of the proposed way of resolving the complaint as soon as possible and at the latest within three (3) months from the date of receipt.

With regard to complaints concerning payment services, you will be informed of the proposed way of resolving the complaint within fifteen (15) Business Days at the latest or, if this is not possible, within thirty-five (35) Business Days, provided that you are informed of this delay.

If you are not satisfied with the solution we will propose and the actions that will be taken to resolve the complaint or if three (3) months have passed since the date of receipt of the "Acknowledgement of Receipt of the Complaint" without you having received a relevant response, you may submit your complaint to the Financial Ombudsman within four (4) months.

You can also refer the matter to the Central Bank of Cyprus (contact details can be found on the website <https://www.centralbank.cy>). In addition, you may refer the complaint to the Financial Ombudsman of the Republic of Cyprus in accordance with the Establishment and Operation of the Single Body for the Out of Court Settlement of Financial Disputes of 2010, as amended from time to time (the Financial Ombudsman Law) or you may use the means of out-of-court dispute resolution, as explained in the Alternative Dispute Resolution for Consumers Law, Law 85(I)/2017, as amended from time to time. For the purposes of the latter law, the Alternative Dispute Resolution entity selected by the Bank is the Financial Ombudsman. The contact details of the Financial Ombudsman can be found on the website www.financialombudsman.gov.cy.

21. Consumer Protection Service

You can also contact the Consumer Protection Service regarding the sending of complaints and/or questions regarding your consumer rights. The details of the service are the following:

Address: 2, Agapinoros, IRIS Mansion, 1076 – Nicosia

Postal address: Ministry of Energy, Commerce and Industry, 1421 – Nicosia

Consumer Line: 1429

Fax: 22 200975

E-mail: ccps@meci.gov.cy

22. Severability

22.1 If a provision of these Terms and Conditions is invalid or unenforceable, it may be severed from these Terms and Conditions and the remaining provisions of these Terms and Conditions shall continue to apply.

22.2 If there is a contradiction between these Terms and Conditions and any other terms and conditions attached to any other promotional material relating to the Fleksy Service, these terms and conditions shall prevail.

23. Waiver

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

24. Full Force

Any provision of these Terms and Conditions, which is expressly or implicitly intended to come into force or continue in force on or after the expiration or termination of these Terms and Conditions, shall remain in full force and effect.

25. Language

Our communications with you, as well as documents arising from our relationship, will be in English and/or Greek.

26. Governing Law and Jurisdiction

These Terms and Conditions shall be governed by the laws of the Republic of Cyprus and the Courts of the Republic of Cyprus shall have jurisdiction to resolve any dispute that may arise out of or in connection with these Terms and Conditions. This does not affect our right to take legal action before the Court of any other country that may have jurisdiction.

27. Declaration of the User of the Fleksy Service

By choosing to make my purchases through the Fleksy Service, I agree to be bound by these Terms and Conditions which I confirm that I have read, understood and accepted as well as the Terms and Conditions of the 1bank and the Card's Terms and Conditions.

Furthermore, I agree and accept that the Bank shall consider/deem the registration of the combination of the User ID and of the Passcode as coming from me and the Bank shall not be liable when due to my negligence and/or oversight and/or indifference and/or otherwise, the combination of the User ID and Passcode is registered by a third party without my authorization and/or will (provided that the Bank does not act negligently or fraudulently).