

GENERAL AND SPECIAL TERMS OF THE FLEKSY CARD (the "Card")

A. GENERAL TERMS

1. The Bank may at any time and at its discretion, delay/suspend/ stop the processing of an order/instruction, pending the necessary checks related to matters of internal and/or external compliance and/or money laundering and/or anti-fraud requirements and/or other issues governed by relevant legislation.

2. Furthermore, the Bank has the right to freeze and/or prohibit the use of the Account and/or of any Card and/or refuse to renew or replace the Card when the User/Account Holder and/or any person connected to this person is subject to sanctions and/or restrictive measures and/or prohibitions imposed by the authorities of the European Union (EU) and/or of the United Nations (UN) and/or of the United States of America (USA) and/or of the United Kingdom (UK).

3. The Bank may at any time and at its discretion, for objectively justified reasons, request and/or demand that the User stop using the User ID and/or Passcode and/or adjust and/or restrict and/or deny access and/or the use of Online and Mobile Banking and/or their services to the User.

4. The Bank shall not be liable for inaccurate or incomplete information given and/or submitted by the User through 1 bank Service or for any loss suffered by the User as a result of the above.

5. The Bank has the right at any time and without prior notice, to set off any credit balances in or towards satisfaction of any of the User/Account Holder's liability/ies to the Bank, regardless of the reason or cause.

6. The Bank may apply to any lawfully established and operating registry/agency in the Republic of Cyprus and seek any further information in relation to the operation of the User/Account Holder's accounts and his/her creditworthiness.

The Bank may provide any data exclusively concerning the operation of the User's accounts and his/her creditworthiness to a lawfully operating registry/agency.

8. In the event of any erroneous entry to the User's account, the User authorizes the Bank in its sole discretion, to reverse the erroneous entry and make any necessary adjustment to the Account to correct the erroneous entry. The User declares that any erroneous entry to his/her account shall not create any right to his/her favour or any liability to the Bank.

9. User's credit amount may only be withdrawn by heirs or other individuals with legal authority to do so after first establishing their legal claims.

10. The Bank may use risk management measures as part of the account's operation, which are based on criteria other than those stipulated by Cypriot law, EU law, or other relevant laws.

11. This document is governed by Cypriot law, and any disputes arising from or related to it may be resolved by the Republic of Cyprus' courts. The Bank's and the User's rights to file a lawsuit in any other foreign court that may have jurisdiction are unaffected by this clause.

12. The Terms «Bank», «User», «Account Holder», «User ID», «Passcode», «1bank Service» «Secure Messages» «Card» and «OTP» (One-Time Password) have the same meaning as that given to them in the Terms and Conditions of 1bank Service, the Card Terms and Conditions, the Term of Use of Fleksy Service and as they may be amended from time to time by the Bank.

B. SPECIAL TERMS

1. The Card is created 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 Wallet applications.

2. The use of the digital Card will only be possible with credit balances.

3. Although the Bank has the right to deny any overrunning on the Card (that is, for the Fleksy Sight account to go into excess), that may turn the account's balance into debit any debit balance shall be charged with interest plus commission and other Bank fees in accordance with the Table of Commissions and Charges of the Bank. These charges, namely interest, commission and other banking fees will be calculated and capitalized in accordance with the Bank's policy from time to time. All the above will be communicated by any means that the Bank deems appropriate.

4. If the User wishes to close the Card for security issues, the User's instructions for closing the Card will in such a case be sent to the User's managing branch of the User or the User will give instructions to the 1bank Service through Secure Messages. If the closure does not concern security issues of the Card, it is understood that upon closure of the Fleksy Card, the Fleksy Sight Account and the Fleksy Service will also be terminated and all amounts that may be owed by the User under the Fleksy Service will become immediately due for settlement by the User.

5. Instructions given through Secure Messages to the 1bank Service will be accepted only when given and/or sent by the User/Account Holder of the Account.

6. The product is offered only to 1bank subscribers who will register and use the Fleksy Service.

7. The Card is considered an exclusive product that is only offered through the Fleksy Service and can only be used for purchases exclusively related to the Fleksy Service, as described in the "Terms of Use of the Fleksy Service".

8. In case the Card is reissued, a charge of €5 will apply.

9. The Card will be charged with 0%.

10. Furthermore, the Card will be charged with administrative fees in the event that:

(i) Euro accounts linked to the Card are charged with administrative fees for transactions which are carried out in a currency other than the currency of the account. Transactions in Swedish Krona are excluded.

(ii) Accounts in foreign currency linked to a Card shall be charged with administrative fees for all transactions regardless of the currency of the transaction.

11. The Card is not allowed to be:

a) Linked to any account other than the Flexy Sight Account

b) Linked to an additional card account holder

c) Used for withdrawals or deposits through a Bank or through an ATM or through the 1Bank service.

d) Used for transactions related to: betting, horse racing, casinos, hotels, pawnshops, purchase of electronic lotteries, gambling, buying and selling of shares, utilities, gas stations, medical services, direct marketing subscriptions, payment of fines, support for political organizations, bail and bond payments, escort services.

C. FLEKSY CARD – DECLARATION BY THE APPLICANT

Please note that by accepting this Terms, the User applies for the issuance of the above Bank of Cyprus Card and declares responsibly that the information entered in the application is true and accurate and authorizes the Bank of Cyprus to contact any person to obtain any information in relation to this application. Furthermore, you agree that Bank of Cyprus Public Company Ltd reserves the right to reject this application. It is verified that the User has read and accepts the Cards Terms and Conditions and the Terms of Use of the Fleksy Service.

D. ACCEPTANCE

Please note that by choosing the option “I AGREE/I ACCEPT” this will be considered by the Bank as an express and unconditional acceptance by your kind self of the Terms governing the product which you have chosen, the characteristics of which you hereby confirm that you have read, understood and accepted as well as the 1bank Terms and Conditions, the Cards Terms and Conditions and the Terms of Use of Fleksy Service.

E. DECLARATION

The User hereby agrees and accepts that the Bank will consider/perceive the combined use of his/her User ID and Passcode as entered by him/her personally and the Bank will not be liable in the event that his/her User ID and Passcode is used without his/her authorization and/or will by a third party due to his/her own negligence and/or recklessness and/or oversight and/or otherwise.

F. RIGHT OF WITHDRAWAL

Should the User be a consumer, the User has the right to withdraw from this contract within fourteen (14) calendar days without giving any reason.

In order to withdraw and cancel this contract, the User must inform the Bank in writing within the above period of fourteen (14) days, by completing the form and delivering it to any branch or by mailing it (P.O. Box 21472, CY-1599 Nicosia) or by sending it to the email address info@bankofcyprus.com".

In case the User does not cancel the agreement within the above mentioned fourteen (14) day period, he/she will still have the right to cancel the agreement in accordance with the provisions of these Terms and the Terms of Use of the Fleksy Service.

For the avoidance of any doubt, it is understood that the withdrawal from this agreement will also be considered a withdrawal from the Fleksy Service.

G. SIGNATURES

This document may be signed by the Parties by using qualified electronic signatures within the meaning of Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market (the "Regulation") and Law 55(I)/2018 of the Republic of Cyprus on the implementation of the Regulation, as amended or replaced from time to time.

The Parties agree and accept that the document may consist of more than one copy, each one signed by a signatory and witnesses where required, and copies of which shall be considered as one complete document bearing the signatures of all signatories and witnesses, if any.