# GENERAL AND SPECIAL TERMS OF THE FLEKSY SIGHT ACCOUNT (the "Account")

## 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 Account Holder 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 Account Holder.
- 4. The Bank shall not be liable for inaccurate or incomplete information given and/or submitted by the Account Holder through 1 bank Service or for any loss suffered by the Account Holder 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 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 Account Holder's accounts and his/her creditworthiness.

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

- 8. In the event of any erroneous entry to the Account Holder's account, the Account Holder 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 Account Holder 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. Account Holder's credit amount may only be withdrawn by heirs or other individuals with legal authority to do so after first establishing their legal claims.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 Account holder'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 product is offered only to 1bank subscribers who will register and use the Fleksy Service.
- 2. The Account is considered an exclusive product that is offered only through the Fleksy Service and can only be used for purchases through the linked digital Fleksy Card that exclusively relate to the Fleksy Service, as described in the "Terms of Use\_of the Fleksy Service".
- 3. The Account will be offered without initial expenses, without contract settlement and preparation fees and without costs for the management of current accounts.
- 4. The Account will move with credit balances.
- 5. It is not possible to issue a chequebook for the Account.
- 6. The Account will be automatically opened only in the name of the Account Holder and cannot be joint.
- 7. Credits to the Account will only be made after a Withdrawal Request has been made from the Fleksy Overdraft Account through specific Purchase Plan(s).
- 8. If the Account Holder wishes to close the Account for security reasons, the instructions of the Account Holder in such a case for closing the Account will be sent to the managing branch of the latter or the Account Holder will give instructions through Secure Messages to the 1bank Service. In case the closure does not concern security issues of the Account, it is understood that upon closure of the Account, the Fleksy Card Account will be terminated (and the Fleksy Service by extension) and all amounts that may be owed by the Account Holder will become due with immediate settlement by the Account Holder.
- 9. Instructions given through Secure Messages to the 1bank Service will be accepted only when given and/or sent by the Account Holder of the Account.
- 10. No withdrawals or deposits will be allowed through a branch of the Bank or an ATM or through the 1bank service.
- 11. Furthermore, the opening of automated bank orders, or automated direct debit orders or automated direct credit orders will not be permitted.

12.In case a commercial transaction is not completed through the Fleksy Card and the Account has a credit balance after two (2) calendar days have elapsed, the Purchase Plan will be automatically cancelled and the amount that was requested will be returned to the Fleksy Overdraft Account.

13. The Account Holder will not receive a statement of the Account by post. All transactions of his/her Account will be available through Internet Banking and/or the BOC Mobile app.

#### C. 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, and the Terms of Use of Fleksy Service.

### **D. DECLARATION**

The Account Holder 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.

#### E. 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.

## **F. 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 counterparts, each 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.