

Terms and Conditions for the Use of VISA Secure Service

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE REGISTERING AND/OR USING THIS SERVICE

The General Terms Governing the Relationship between Customer-Bank (the “General Terms”), including but not limited to the Terms and Conditions of Use of Cards remain in full force and effect. The present Terms and Conditions are only valid for use of the VISA Secure Service.

VISA Secure is the service offered by Eurobank Cyprus Ltd to its Card Users as provided in these Terms and Conditions, which adds additional security to the online purchases of the Card Users by authenticating their identity at the time of a purchase via the VISA Secure technology platform developed by Visa by registering with and/or using the VISA Secure service for online purchases from merchants participating in the VISA Secure service.

The registration with and the use of the VISA Secure Service is governed by these Terms and Conditions, which form an agreement between Eurobank Cyprus Ltd and the Card User and are provided in addition and/or without prejudice to the General Terms, including but not limited to the Terms and Conditions of Use of Cards and/or the Terms and Conditions of use of the e-banking services of Eurobank Cyprus Ltd and/or any other agreement governing the relationship between Eurobank Cyprus Ltd and the Card User.. In case of a conflict between these Terms and Conditions and the General Terms and/or any other agreement governing the relationship between Eurobank Cyprus Ltd and the Card User, these Terms and Conditions shall prevail with respect to the VISA Secure Service. The said terms, as amended from time to time, are found on our website www.eurobank.com.cy.

1. DEFINITIONS

Unless otherwise provided, the following terms shall bear the meaning set out herein below:

"Authorized Cardholder" means any person to whom a Card is issued by the Bank and has the right to use the Card, from time to time, at the Cardholder's request.

"Bank" means EUROBANK CYPRUS LTD, with reg. no. HE217050, authorized by the Central Bank of Cyprus on 4/2/2008, of 41 Arch. Makarios III Avenue, 1065 Nicosia, and its assigns, executors and successors.

"Business Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in Cyprus.

"Card" means the credit/debit Card/s issued by the Bank to the Card User and credit/debit Card/s issued in substitution of the existing ones.

"Cardholder" or "Customer" means the person(s) of whose request the Card is issued who agrees to be responsible for transactions incurred through its use and includes his personal representatives, assigns and successors.

"Card User" means the Cardholder and/or the Authorized Cardholder, jointly or severally.

"Card Terms" means the specific terms and conditions of use of Cards issued by the Bank to the Cardholder (and to any Authorized Cardholder), which forms part of the General Terms, as amended

from time to time. In case of a conflict between these Terms and Conditions and the Card Terms, these Terms and Conditions shall prevail with respect to the Visa Secure Service.

"Card Transactions" means:

- (a) The use of the Card or its number for the purchase of goods or services, including the use through electronic payment systems with Cards as the electronic systems at the point of sale (POS); and
- (b) Generally all banking services currently offered or to be offered in the future by the Bank to the Card User through ATM, computers, mobile telephones, other computer systems or the internet, by using the Card in any way (including transactions through VISA Secure Service).

"Eurobank e-Banking Service" means the services provided, from time to time, by the Bank to an account holder for the carrying out of financial and/or banking and other transactions and/or Instructions through the computer and/or by any other equipment required through the Internet and/or other equipment through which access is given to services as they shall be specified by the Bank from time to time. These services may include, inter-alia and without prejudice to the generality of this paragraph, the transfer of money to and from an account, the payment of bills, instructions for the issuance of a chequebook, instructions for standing orders or for the issuance of account statements, the filing of banking orders, inquiries regarding cards, instructions to stop the payment of cheques, inquiries regarding hire-purchase contracts, information regarding services and/or facilities provided by the Bank.

"GDPR" means Regulation (EU) 2016/679 of the European Parliament and of the Council 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).

"Mobile Number" is the Card User's mobile number that is registered in the Bank's records.

"One-Time Password" or "OTP" is the security code, with temporary validity, for single use, generated by a Security Device and sent to the Card User via Short Messaging Service ("SMS") to his/her Mobile Number. The Card User will be asked to enter this OTP in order to complete a particular Card Transaction.

"Participating Merchant" means a merchant participating in the VISA Secure Service.

"Personal Data" means any information relating to an identified or identifiable natural person. Consolidated data of a statistical nature, from which the data subject cannot be identified, are not deemed to be Personal Data.

"Privacy Notice" means the document containing information regarding the Processing of Personal Data by the Bank for the purposes of entering into and carrying out a business/contractual relationship with the Bank and the rights of the natural persons whose Personal Data are being processed by the Bank, which forms an integral part of the General Terms and these Terms and Conditions. The Privacy Notice is also available at the Bank's Banking Centers and Website.

"Processing" or "Personal Data Processing" is defined as any operation or set of operations which is performed by any person upon Personal Data, whether or not by automatic means, and includes the collection, recording, organization and disclosure of such data.

"Security Device" means any security device including without limitation security tokens, either in software or hardware form, granted to the Card User after a relevant application, which generated One-Time Passwords (OTP).

"VISA Secure" is the brand name by Visa for its service with regards to providing a global solution designed to make e-commerce transactions more secure by helping to ensure the transaction is initiated by the rightful owner of the Visa account.

"VISA Secure Service" is the service offered by the Bank for registration with and/or using a Card for the VISA Secure services.

"Website" means the Bank's domain at www.eurobank.com.cy.

1.1. Definitions, as above are only used for ease of reference and shall not restrict or affect the terms used herein or the meaning attributed to them.

1.2. Any and all words defined in singular shall, where the context so allows and/or unless otherwise provided, include the plural and vice versa. Any reference to the masculine shall include the feminine and vice versa.

2. REGISTRATION WITH AND USE OF VISA SECURE SERVICE

2.1. Before the first online purchase by a Card registered with VISA Secure Service, the Card User must read and accept these Terms and Conditions. If a Card User does not accept these Terms and Conditions, registration with VISA Secure cannot be completed and will be unsuccessful. It is recommended that the Card User prints and keeps a copy of these Terms and Conditions for future reference.

2.2. A Card User will register a Card with VISA Secure during an online purchase from a Participating Merchant, also referred to as "activation during shopping" and abbreviated hereinafter as "ADS" using the OTP. The Card User may contact the Bank for any assistance required during registration as per clause 2.7 below.

2.3. The Bank has the right to reject the registration of a Card with VISA Secure if the Card User's Personal Data and/or Mobile Number is incorrect or inadequate or cannot be verified or matched with the records and/or information held by or in the proper knowledge of the Bank. Accordingly, if any such personal data and/or Mobile Number has changed, the Card User must notify the Bank immediately in order to update its records accordingly.

2.4. When the Card User has used the OTP method to register with VISA Secure Service, then every time he/she wishes to make a transaction at the website of a Participating Merchant at VISA Secure, an OTP will be generated and sent to the Card User's Mobile Number. The Card User will be asked to enter this OTP at a designated field in order to complete the transaction.

2.5. The Card User must register a Card with VISA Secure Service during ADS by entering the OTP. If the maximum number of permitted failed attempts to enter a valid OTP at the website of the same or different Participating Merchant has been reached, the Card cannot be used at VISA Secure Service and the Card User must communicate with the Bank as per sub-clause 3.3 below and can also return to the Participating Merchant's website to enter another form of payment. The Card User will still be able to use his Card to proceed to online purchases from non-participating merchants.

2.6. Without prejudice and/or further to the above, any and all instructions and information regarding registration with and use of VISA Secure which are included in every step of such registration

and use of VISA Secure and of an online Card Transaction with a Participating Merchant must be followed by and are binding to a Card User that uses VISA Secure.

- 2.7 The Bank reserves the right to introduce, at its absolute discretion, a fee for the registration with and the use of VISA Secure and to notify the Card User accordingly in any way it shall decide. For any information and/or any assistance, the Card User may contact the **Cards Department** at **+357 8008 8822** as follows:

Monday – Thursday: 08:00 - 17:00

Friday: 08:00 – 15:15

3. SECURITY

- 3.1 The Card User must keep all his Personal Data and his/her OTP, confidential at all times and including, without limitation, not disclosing it to anyone or writing it down or otherwise recording it in any way that may be accessible or understood or found by anyone other than himself/herself.
- 3.2 Further and without prejudice to sub-clause 3.1 above and/or generally to the Card Terms, the provisions regarding the obligations of the Card User to safeguard his/her Card and PIN found in any agreements governing the relationship of the Card User and the Bank, apply with respect to VISA Secure as well.
- 3.3. If a Card User suspects or knows that someone other than himself/herself may register or has registered with and/or may use or has used VISA Secure with his/her Personal Data and/or Mobile Number and/or can obtain or has access or knows his/her OTP, he/she must immediately notify the Bank at any of the following telephone numbers:

Cards Department

Tel.: **+357 8008 8822** (during Business Days)

Monday – Thursday: 08:00 – 17:00

Friday: 08:00 – 15:15

For any reason in order for the Bank to block or unblock the Card for use of the VISA Secure Service.

JCC Payment Systems

Tel.: **+357 22-868100**

For any issue outside the Bank's working hours above.

- 3.4. If the Card User suspects or knows that any unauthorized Card Transactions have been carried out through VISA Secure, he/she must immediately notify the Bank as abovementioned.
- 3.5. The Bank has the right to immediately block a Card in the cases provided in sub-clauses 3.3 and/or 3.4 above.

4. PRIVACY POLICY

- 4.1. The Bank processes personal data of Card Users in accordance with the GDPR and the Protection of Natural Persons with regard to the processing of personal data and on the free movement of such data Law of 2018 (L. 125(I)/2018), as amended from time to time and in accordance with the document/s in relation to the processing of the Card User's Personal Data by the Bank which were signed and/or made known to the Card User for the issuing of a Card

and/or opening an account with the Bank and which remain valid and binding and apply, where appropriate, with regard to registration with and/or use of VISA Secure by a Card User.

- 4.2. For the purposes and/or in the context of VISA Secure, the Bank will ask Card Users to provide certain Personal Data, which the Bank already lawfully processes or anyway will process before registration with and/or use of VISA Secure by the Card User in accordance with the relevant regulations and procedures of the Bank including, without limitation, the provisions of any document/s in relation to the processing of personal data by the Bank which were signed by the Card User, that remain valid and binding.
- 4.3. A Card User's personal data requested for the purposes and/or in the context of VISA Secure will be further and lawfully processed by the Bank for the purposes and/or in the context of VISA Secure including, without limitation, lawful disclosure to any third party(ies), as provided in Law 125(I)/2018 and/or Regulation EU 2016/679, or other relevant EU Directive or Regulation that may be in force from time to time.
- 4.4. Specifically, but without limitation to sub-clause 4.3 above and without prejudice to sub-clause 4.1 above, the Bank may need to and in such cases will transfer, transmit or otherwise make available a Card User's personal data to third party(ies) providing service(s) to and/or acting as agent(s) of the Bank and/or to any subsidiary and/or affiliate company(ies) of the Bank for the purposes and/or in the context of VISA Secure.
- 4.5. For further information as to why and how the Bank collects and processes your personal data as well as of your rights under the applicable legal framework, please refer to the Privacy Notice. The Privacy Notice is also available at the Bank's Banking Centers and Website.

5. LIABILITY AND DISCLAIMER

- 5.1. The Bank will not be held liable for any inconvenience and/or loss and/or damage incurred or caused to a Card User from use of VISA Secure in breach of any provision(s) in these Terms and Conditions by the Card User.
- 5.2. The Bank will not be held liable for any inconvenience and/or loss and/or damage incurred or caused to a Card User from any delay(s) and/or technical dysfunction(s) and/or failure(s) of the internet and/or the mobile telecommunication service(s) and/or of the website of any Participating Merchant(s) and/or of any electronic system(s) and/or software and/or settings used for access by the Card User to VISA Secure, including access to the website of any Participating Merchant(s), and/or from any virus(es) to and/or affecting the aforementioned.
- 5.3. The Bank will not be held liable for any inconvenience and/or loss and/or damage incurred or caused to a Card User due to his/her failure to enter the OTP correctly or properly.
- 5.4. The Bank will not be held liable for any inconvenience and/or loss and/or damage incurred or caused to a Card User due to the fact that the personal data and/or Mobile Number that the Card User has provided and/or provides when requested by the Bank is not correct and/or updated and/or is inadequate and/or is not provided at all.
- 5.5. The Bank will not be held liable for any inconvenience and/or loss and/or damage incurred or caused due to change(s) of such personal data and/or Mobile Number for which the Card User has not properly and adequately notified the Bank. The Card User will be able to notify the Bank by contacting the Cards Department on the numbers provided for in Clause 3.3 above or by visiting any branch of the Bank or by using any other method accepted by the Bank.

- 5.6. The Bank will not be held liable for any loss and/or damage resulting from a Card User's delay or omission to notify the Bank for any suspected or otherwise unauthorized use of his/her personal data or OTP for registration with and/or access to and/or use of VISA Secure.
- 5.7. The Card User will be held liable for every use of the personal data and/or Mobile Number that he/she provided and/or his/her OTP in relation to VISA Secure, unless it is the result of fraud or gross negligence of the Bank or third party(ies) providing service(s) to and/or acting as agent(s) of the Bank and/or any subsidiary and/or affiliate company(ies) of the Bank for the purposes and/or in the context of VISA Secure.
- 5.8. The Bank has no control over and cannot and will not warrant accessibility to or the safety of any Participating Merchant website(s), whether these are accessed directly or through links on the official website or otherwise by or through the Bank. Such websites are constructed and designed at the exclusive discretion and with the exclusive liability of their owners and/or the persons maintaining them and the Bank cannot and will not censor or edit or approve or be responsible or liable for the content or privacy policies or practices of such websites and for the correctness, legality, complement, prominence and accuracy of information therein, or for the quality or fitness or attributes of products and/or services available from the proper persons in such websites and/or links, whether a Card User purchases some or not. Furthermore, the Bank will not be responsible or liable for faults in and/or bad administration of such websites and/or for any loss and/or damage to any user/visitor including, without limitation by access to and/or use of software, information, services and/or products of such websites and/or links.
- 5.9. The Bank will not be held liable for any disruption and/or failure to provide VISA Secure and/or any loss and/or damage to Card Users from such disruption and/or failure, which is the result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act(s) of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone services. In such an event the Bank will take all reasonable steps to notify Card Users and restore VISA Secure the soonest and minimize delays and/or damages caused by foreseeable events.
- 5.10. The Bank shall not be held liable in the event of failure to comply with its obligations vis-a-vis the Card User according to these Terms and Conditions, if: (i) this is due to abnormal or unforeseen circumstances outside the Bank's control the effects of which cannot be avoided despite the Bank's efforts to the contrary, or (ii) the non-compliance is due to the Bank's obligations under European or national Law.
- 5.18. The Cardholder acknowledges that mobile service providers may impose restrictions on receiving OTPs via SMS via a roaming partner. Mobile service provider(s) may also impose service fees and charges for receiving OTPs via SMS. The Cardholder is solely responsible for paying any fees and charges imposed by the mobile service provider or any other person in connection with receiving OTPs via SMS on mobile phone.
- 5.19. All transactions effected with the Card where the Cardholder's identity is verified through VISA Secure shall conclusively constitute as valid and legitimate Card Transactions under the present Terms and Conditions and/or the General Terms. The Cardholder is liable for those transactions in accordance with the provisions of the Terms and Conditions and/or the General Terms, including the provisions relating to liability for unauthorized Card Transactions if the Cardholder acted fraudulently or with gross negligence.

6. AMENDMENTS

- 6.1. The Bank has the right to make any amendments to these Terms and Conditions. If the amendment is to the advantage of the Card User it will take immediate effect and the Card User will be notified within 30 days. If the amendment is neither to the Card User's advantage or disadvantage, the Bank will give at least 30 days' notice before making the amendment. If the amendment is to the Card User's disadvantage the Bank will give at least 60 days' notice before making the change.
- 6.2. The Cardholder is obligated to inform the Authorized Cardholder for any amendment(s) to these Terms and Conditions and/or any other agreement(s) governing the relationship between the Bank and the Card User.

7. SUSPENSION/TERMINATION

- 7.1. The Bank may suspend or terminate a Card User's use of VISA Secure service immediately if the Card User informs the Bank or if the Bank is otherwise informed or suspects that:
 - (a) a person other than the Card User is attempting to use or is using or has used his/her personal data and/or his/her OTP;
 - (b) a person other than the Card User knows or can gain knowledge of his/her OTP;
 - (c) a Card User's OTP has been and/or is being used illegally;
 - (d) a Card User has breached these Terms and Conditions or the Card Terms or the General Terms;
 - (e) The Card is terminated due to and as per the provisions in the Card Terms or the General Terms and/or the Card has been blocked for any reason in accordance with the Card Terms.
- 7.2. The Bank will terminate a Card User's use of VISA Secure immediately if required to do so by the provisions of any applicable law.
- 7.3. The Bank may terminate the use of VISA Secure by a Card User if required to do so by any third party(ies) providing service(s) to and/or acting as agent(s) of the Bank and/or by any subsidiary and/or affiliate company(ies) of the Bank, for the purposes and/or in the context of VISA Secure.
- 7.4. VISA Secure Service and the use of it by a Card User may be suspended and/or terminated if and when the service is suspended and/or terminated by VISA Inc.
- 7.5. Without prejudice to the abovementioned provisions, the Bank may terminate a Card User's use of VISA Secure without providing any reasoning by giving 2 months' notice in a way that the Bank considers proper.
- 7.6. The Bank shall be entitled to cancel the termination of a Card User's use of VISA Secure if the Card User satisfies the Bank that the reasons for termination do not apply or do not exist.
- 7.7. Regardless of the above, the provisions of the Card Terms and/or the General Terms in relation to the termination of such agreement and/or blocking of the Card shall remain in effect.

8. GOVERNING LAW AND JURISDICTION

- 8.1 These Terms and Conditions are governed by and construed in accordance with the laws of the Republic of Cyprus and any dispute between the Bank and a Card User by virtue of or resulting from these Terms and Conditions is subject to the jurisdiction of and will be resolved by the Courts of the Republic of Cyprus. This clause does not affect the Bank's right for recourse against the Card User in the Courts of any other country.