

## TERMS AND CONDITIONS OF USE OF AEGEAN VISA CREDIT CARDS GOVERNED BY THE LAW GOVERNING AGREEMENTS WITH CONSUMERS RELATING TO RESIDENTIAL PROPERTY OF 2017

The use of the credit card (and of any additional card or cards which may be issued to an Authorised Cardholder as set out herein) which is/are issued by the Bank will be regulated by these Terms and Conditions of Use which constitute an agreement between the Bank, the Cardholder and the Authorised Cardholder (if any) and hereinafter shall be referred to as the "Terms of Use".

### IMPORTANT INFORMATION FOR THE CARD MENTIONED BELOW

**NAME OF CARD** .....  
**CREDIT LIMIT** ..... (.....)

#### 1. Definitions – In these Terms and Conditions of Use:

- 'Acquirer'** means the organisation(s) which accept and process the Card Transaction which is subsequently sent to the Bank.
- 'ACTC'** means any of the Automated Cash Transaction Centres of the Bank through which the Card User can have access to banking services, other than cash withdrawal, by using the Card and the PIN and/or any other security detail which the Bank may ask the Card User to use by virtue of any Special Terms.
- 'AEGEAN'** means the Societe Anonyme company which bears the title "AEGEAN AIRLINES S.A.", with registered address at Kifissia, Attiki (31, Viltanioti Street).
- 'AEGEAN VISA'** means the credit card the issuance and/or use of which results in its holder being entitled to benefits/privileges offered to him/her by the Bank and/or AEGEAN.
- 'Alternative Channels'** means the electronic channels of the Bank which are at the Card User's disposal at any given time through which the Card User may execute Card Transactions or other transactions and/or give orders and/or instructions and/or receive other banking services and/or communicate with the Bank, through the Electronic Banking Channels and/or the Automated Transactions Channels as described in the General Terms and Conditions of the Bank (the 'General Terms') and any Special Terms applying with respect to such channels, without the physical presence of the Bank's Staff.
- 'ATM'** means any one of the Automated Teller Machines of the Bank through which the Card User may access banking services with the use of the Card and the PIN.
- 'Authorised Cardholder'** means the person to whom a card is issued by the Bank and has the right to use the Card, at the Cardholder's request.
- 'Authorised User'** means the natural person who is authorised by the Cardholder to have access to the Card Account through the Electronic Banking Channels.
- 'Automated Transactions Channels'** means the Alternative Channels of the Bank, which are at the Card User's disposal at any given time through the ATMs and the ACTCs.
- 'Bank'** means Alpha Bank Cyprus Ltd, with registration number 923 and with registered address at Corner of Chilonos and Gladstonos, Stylianos Lenas Square, 1101, Nicosia, including its successors and assigns.
- 'Card'** means the credit card(s) named AEGEAN VISA issued by the Bank to the Cardholder.
- 'Card Account'** means an account maintained by the Bank in relation to Card Transactions.
- 'Cardholder'** means the natural person that has signed the application for the issue of a Card in his/her name and in whose name the Card Account is maintained, or, in case of a company or a partnership, the company or partnership that has signed the application for the issue of a Card to an Authorised Cardholder and in the name of which (i.e. the Cardholder) the Card Account is maintained.
- 'Card Transactions'** means the use of the Card or its number for the purchase of goods or services or the withdrawal of cash and the use of the Card for any other services that are currently offered, or will be introduced in the future by the Bank, either by use of the Alternative Channels or by use of the Card or its number or by any other means.
- 'Card User'** means the Cardholder and/or the Authorised Cardholder and/or the Authorised User.
- 'Cash withdrawals'** means the withdrawal of cash with the use of the Card from an ATM or from any other automated teller machine of any other institution in Cyprus or abroad.
- 'Consumer'** means the natural person who, in the use of the Card and for the purposes of these Terms of Use, is acting for purposes other than his trade, business or profession.
- 'Electronic Banking Channels'** means the Alternative Channels of the Bank, which are at the Card User's disposal at any given time through the telecommunications networks and/or the internet (as such are notified on the Bank's Website or at its branches), of which the terms and conditions of use are included in the General Terms in Section V and in any Special Terms relating to these channels.
- 'Payment Systems Law'** means the Provision and Use of Payment Services and Access to the Payment Systems Law of 2018, N. 31(I)/2018, as may be amended and/or replaced from time to time.
- 'Micro-enterprise'** means an enterprise which at the time of acceptance of these Terms of Use is an enterprise as defined in Article 1 and Article 2 paragraphs (1) and (3) of the Annex to Recommendation 2003/361/EC.
- 'Miles Account'** means the account that shall be held by Aegean for each member of the Scheme for the crediting of miles by Aegean.
- 'Mortgage Credit Law'** means the Law Governing Agreements with Consumers relating to Residential Property of 2017, as this may be amended and/or supplemented and/or substituted from time to time.
- 'PIN'** means the personal identification number, which is issued by the Bank and is notified only to the Cardholder or the personal identification number which the Card User has chosen to use with the Card.
- 'Plan'** means the terms listed and/or that will be listed from time to time on the Website of the Bank, regarding the crediting of the Miles Account with miles.
- 'Scheme'** means the Miles & Bonus scheme for crediting and rewarding AEGEAN's passengers, with benefits, privileges and services to the participants in the Miles & Bonus scheme through the collection and redemption of points or miles that the Cardholder shall earn when using the Card for the purchase of goods or services, the terms of which are stated in the website of Aegean, [www.aegeanair.com](http://www.aegeanair.com).
- 'Special Terms'** means the terms applying in respect of specific services or products provided to the Card User (as such are notified on the Bank's Website or at its branches), which supplement any general terms applying to such services or products and form an integral part thereof. In the event that the said general terms conflict with the Special Terms, the Special Terms shall prevail.
- 'Website'** means any website owned by the Bank.
- 'Working Day'** means any day between Monday and Friday excluding banking holidays.

#### 2. The Card

- 2.1. These Terms of Use concern the use by the Card User of the Card given to him/her by the Bank. These Terms of Use shall apply to Cards issued in replacement of the existing ones, unless the Cardholder is informed otherwise.
- 2.2. The Card shall be valid only for the period written thereon. The Card User may use the Card only during the validity period written thereon. In case the Bank requests the return of the Card or withdraws the right to use the Card, the Card User is not entitled to use it after the receipt of such notice from the Bank.
- 2.3. The Card is and remains at all times the property of the Bank and the Card User shall be obliged to return it to the Bank, cut into six pieces, immediately upon request.
- 2.4. In using the Card, the Card User shall comply with the regulations of the Central Bank of Cyprus and the laws and regulations of the Republic of Cyprus in force.

- 2.5. The Bank may issue additional Cards to any person, upon the Cardholder's request, and under the Cardholder's absolute responsibility. These Terms of Use shall apply to any Card issued to an Authorised Cardholder in this manner. Furthermore, the Bank is at all times entitled to cancel any Card issued to an Authorised Cardholder, upon the Cardholder's request in writing and to request the Authorised Cardholder to return to the Bank the Card that has been cancelled.
- 2.6. The Bank may at its absolute discretion issue new Cards in replacement of the existing ones.
- 2.7. The Bank reserves the right to request the Card User to proceed with specific actions in order to activate the new Card or any Card issued in replacement of his/her existing Card, before it can be used.
- 2.8. The Bank may charge the Card User for the use of the Card as provided for herein and according to the Bank's Charges Catalogue (as this may be amended and/or supplemented from time to time and published on the Bank's website). The Cardholder authorises the Bank to debit the Card Account with the amount of such charges.

### **3. Use of Card**

3.1. The Bank's Cards may be used by the Card User as follows:

- 3.1.1. at the Automated Transactions Channels: for the withdrawal and deposit of cash and to access the statements of the Cardholder's accounts with the Bank. For these transactions, the Card User must enter his/her PIN.
- 3.1.2. at automated teller machines of other institutions in Cyprus and abroad which display the sign VISA for the withdrawal of cash. For these transactions, the Card User must ensure that the automated teller machine displays the sign relevant to his/her Card and enter his/her PIN.
- 3.1.3. for the payment of goods and services in Cyprus and abroad, offered by suppliers displaying the sign of VISA. For these transactions, the Card User must ensure that the supplier displays the sign relevant to his/her Card and must enter his/her PIN or place his/her signature.

3.2. The details of the Card may be used for Card Transactions for the payment of goods and services through various channels (e.g. the internet, telephone or post).

3.3. The details which must be provided by the Card User in order for the Card Transaction to be considered by the Bank to be properly authorised and be executed are the following:

- 3.3.1. in case the Card User is requested to enter his/her PIN at an electronic payment system point of sale (POS) in which the Card is inserted, the PIN.
- 3.3.2. in case the Card User is requested to sign a sale/transaction slip on which the details of the Card are shown, the signing of the sale/transaction slip.
- 3.3.3. in case of purchase of services and/or goods through other channels (e.g. the internet, telephone or post), by providing/entering all or some of the following details of the Card: the number of the Card, the expiry date, the name of the Card User, the Card identification number (CVV/CVC) which comprises the last three digits set out on the back of the Card, the Cardholder's address or key words.
- 3.3.4. in case of purchase of services and/or goods on the internet through a supplier participating in the "Verified by Visa" programme, as provided in the Special Terms of the "Alpha Secure Web" service.

3.4. The Bank is notified of the authorisation for the carrying out of a Card Transaction by the receipt of instructions for the carrying out of the Card Transaction which are either transmitted directly to the Bank by the Card User or by the Acquirer.

3.5. The time of receipt of the order for the Card Transaction is the time at which the Bank received the instructions for the carrying out of the Card Transaction, whether the instructions were transmitted to the Bank directly by the Card User or through the Acquirer. In case the time of receipt of the instructions for the Card Transaction is not during a Working Day, then the instructions are deemed to have been received on the next Working Day.

3.6. The cut-off time before the end of a Working Day, depending on the Card Transaction, beyond which any instructions received for the carrying out of Card Transactions are deemed to have been received on the next Working Day is 23:59.

3.7. In case of cash withdrawals or deposits or card payments at the Alternative Channels and/or the Bank's branches and/or at the ATM of other banks the cut-off times stated in the attached Appendix A apply.

3.8. In case the Card User and the Bank agree that the execution of a Card Transaction shall begin on a specified date or at the end of a particular period or on the date when the Cardholder shall have sufficient funds at the Bank, then that time shall be deemed to be the time of receipt of the instructions, unless that time falls on a non-Working Day whereupon the payment instructions shall be deemed to have been received on the following Working Day.

3.9. The Card may be used for Card Transactions on a 24-hour basis.

3.10. It is agreed between the parties that the Card must be used exclusively by the Card User and at all times within the credit limit of the Card Account which has been approved by the Bank or within any other limit approved by the Bank from time to time and notified to the Cardholder. Provided that in case the Cardholder exceeds this credit limit, the Cardholder is bound, immediately, whether upon the Bank's demand or not, and in compliance with the legislation in force, to settle the outstanding amount plus interest and/or any other expenses and charges as provided for in these Terms of Use.

3.11. The Bank has the right at any time and without the prior consent of the Cardholder to reduce the credit limit of the Card Account where the Cardholder or the Card User omits to comply with its obligations to the Bank pursuant to the present agreement and any other agreement with the Bank as well as where, in the opinion of the Bank, the transactions made in the Card Account or the extent of the use made of the credit limit does not justify its availability.

Provided that, in case the Bank exercises its aforesaid right of unilateral reduction of the credit limit, the extent of such reduction shall be determined by the Bank at its own discretion.

3.12. When the Bank exercises its aforesaid right of unilateral reduction of the credit limit, the Cardholder shall be informed in writing as soon as possible.

3.13. The Card User accepts that the Bank may set and that it has set, daily limits for Card Transactions and daily limits for each Card Transaction, which may differ according to whether the transactions are cash withdrawals from ATM or other transactions and in relation to the merchant category and country where the transaction is taking place, which the Bank may alter, whether upwards or downwards for security reasons or for any other reasons. The Cardholder and the Authorised Cardholder can be informed about the daily limits for Card Transactions from the Card Support Centre of the Bank, the contact details of which are provided at the end of these Terms of Use.

3.14. Revocation of instructions for the execution of a Card Transaction

3.14.1. The Card User has the right to revoke instructions for the execution of a Card Transaction provided that the instructions have not become irrevocable. In case where the instructions are given to the Bank directly by the Card User, then they become irrevocable as soon as they are received by the Bank. In case the instructions for the execution of the Card Transaction are initiated by or through a payee, then they shall become irrevocable as soon as the Card User transmits to the payee the instructions for the execution of the Card Transaction and/or his/her authorisation for the execution of the Card Transaction.

3.14.2. In the case of paragraph 3.8 above, the Card User may revoke instructions for the execution of a Card Transaction the latest by the end of the Working Day which precedes the agreed time.

3.14.3. If the Cardholder is a Consumer or a Micro-enterprise, then the Cardholder may revoke, at any time, the authorisation given to the Bank for the execution of a series of Card Transactions as regards future payment transactions. It is agreed that Article 64(4) of the Payment Systems Law does not apply if the Cardholder is not a Consumer or a Micro-enterprise. It is agreed that authorisations for the purchase of goods by non-interest bearing instalments is not regarded as an authorisation for the execution of future payment transactions.

3.14.4. Within the time limits set out in paragraphs 3.14.1 – 3.14.3 above, instructions for the execution of a Card Transaction may be revoked only with the consent of the Cardholder, the Bank and the payee (in case where the instructions for the execution of the Card Transaction are initiated by or through a payee).

3.14.5. Where the Bank accepts the revocation, as aforementioned, the Bank may charge the Cardholder according to the Charges Catalogue of the Bank (as this may be amended and/or supplemented from time to time and published on the Bank's website).

- 3.14.6.** It is agreed that Article 80 of the Payment Systems Law and the provisions of paragraphs 3.14.1 and 3.14.2 above do not apply if the Cardholder is not a Consumer or a Micro-enterprise. In such a case, a Card Transaction may be revoked only with the consent of the Bank, the Cardholder and the payee (where the instructions for the execution of the Card Transaction are initiated by or through a payee).
- 3.14.7.** Instructions for the debit of the Card under non-interest bearing schemes may not be revoked.
- 3.15.** The Bank reserves the right to carry out checks on Card Transactions as part of its fraud prevention procedures. The Bank and/or JCC PAYMENT SYSTEMS LTD may contact the Card User in order to inform the Card User that suspicious Card Transactions have been detected.
- 3.16.** If the Bank refuses to execute a Card Transaction and where the refusal is objectively justified, it is agreed that the Bank may impose a charge for the notification of its refusal to the Cardholder according to the Bank's Charges Catalogue (as this may be amended and/or supplemented from time to time and published on the Bank's website).
- 3.17.** The Card User may not use the Card for illegal purposes.
- 3.18.** The Bank shall not bear any responsibility if the Card User is not able to use the Card at an automated teller machine of any other institution, whether in Cyprus or abroad.
- 3.19.** The Bank shall not bear any responsibility if the Card is not accepted and/or rejected by any third party or if the Card User is not able to use it in order to execute a Card Transaction for any reason.
- 3.20.** Any dispute between the Cardholder and any third party regarding Card Transactions shall not affect the Cardholder's obligation to pay to the Bank any amount due as a result of or connected to the use of the Card and no demand or counter-demand of the Cardholder against a third party shall constitute a defence or a counter-demand against the Bank.
- 3.21.** Furthermore, it is agreed that where the Card User authorises the debit of the Card under a non-interest bearing scheme, the Bank, through the Acquirer, shall proceed with the payment of the amount agreed by the payee and the Card User after deducting its fees. The Cardholder accepts that the amount which must be paid by the Bank represents a debt towards the Bank which will be repaid by debiting the Card with the amounts of the non-interest bearing instalments and according to the details notified to the Bank by the payee through the Acquirer.
- 3.22.1.** The Card User may make use of the contactless technology option supported by the Card for any payment at any business using an EFT/POS contactless reader.
- 3.22.2.** Each contactless transaction is completed in such a way that the Card User does not part with the Card. The Card User in such occasion scans the front side of the Card on the EFT/POS contactless reader, until the system completes the scanning process and records the transaction.
- 3.22.3.** By carrying out contactless transactions, the Card User approves and accepts each executed transaction, without entering his PIN and authorises the Bank irrevocably to charge the Card with the nominal value of the particular transaction and to pay on his behalf to the business, the amount of the debit note issued.
- 3.22.4.** The Card User must, on his/her own responsibility, be informed about the applicable from time to time limit set in each country, beyond which the approval and completion of a contactless transaction requires the entering of the Card User's PIN and in such case the Card User is obliged to enter his/her PIN for the execution of the transaction. In any event, the Card User may use the Card abroad in the conventional way, by inserting the Card into the POS terminal and entering his/her PIN to carry out each transaction.
- 4. Card Account Statement**
- 4.1.** The Bank will provide a monthly statement of the Card Account to the Card Holder, free of charge, which will state the Card Transactions made by the use of the Card. The balance stated in the Card Account statement shall be repaid as specified in paragraph 6 of the present Terms of Use.
- 4.2.** If the Cardholder is a Consumer and deposits cash in the Card Account, then the Bank is obliged to render the funds immediately available. If the Cardholder is not a Consumer, the Bank is obliged to render the funds available on the next Working Day following its receipt. It is agreed that the aforementioned obligations of the Bank do not apply for deposits in currencies other than Euro. In such a case the funds shall be made available the latest within four Working Days from the time set out in paragraph 3.5 above.
- 4.3.** Furthermore, it is agreed that where the Cardholder is not a Consumer or a Micro-enterprise, the Bank shall have the right to determine the currency in which the Card Transaction shall be executed.
- 4.4.** The Bank provides to the Card User the ability to have access to the extracts or copies of the transactions in the Card Account through the Alternative Channels.
- 5. Operation of the Card Account**
- 5.1.** The Bank will debit the Card Account with the amount of all Card Transactions which were effected by the use of the Card by the Card User.
- 5.2.** The Bank has the absolute right to set-off, at any time, without any prior notice given to the Cardholder all amounts created by the use of the Card as well as any charges and/or legal and other relevant expenses, against any credit balance in any account the Cardholder has with the Bank.
- 5.3.** The Bank shall charge the Card Account with the amount of any Card Transaction made in Cyprus, within 1 Working Day from the date of notification of the Card Transactions to the Bank.
- 5.4.** Payments into the Card Account will first be appropriated against interest and other charges or expenses due, and then against all other amounts due in the order they have been recorded on the Card Account.
- 6. Interest, Fees and Expenses**
- 6.1.** The Cardholder must pay to the Bank the minimum instalment stated in the monthly statement of the Card Account within the period stated in the said monthly statement. The Cardholder may, if he/she wishes, pay a greater amount than the minimum instalment or settle the whole balance of the Card Account. If the total balance which is outstanding on the monthly statement of the Card Account is repaid within the period shown in the monthly statement of the Card Account, then no interest will be charged on the amount of the Card Transactions effected during the month for which the statement is issued. Any arrears shall be included in each new balance, which shall include all the amounts of the Card Transactions made in breach of the Terms of Use, any instalments in arrears, interests and/or other charges.
- 6.2.** The Cardholder who repays the minimum instalment or any part of the balance owed from time to time beyond the minimum instalment, will be charged with the agreed debit interest rate on the balance owed at that time, from the date of the carrying out of each transaction until the date of repayment of such balance owed. Therefore, interest will be charged on the debit balance of the statement of the Card Account, on a daily basis, at a variable rate of interest, such rate at the time of preparation of this agreement being .....% annually for transactions relating to cash withdrawals and .....% annually for other transactions. For calculation of the interest the number of days of each month shall be taken as the case may be and as divisor shall be taken the calendar year which is 365 days or 366 days in case of a leap year. Both the interest and the overdue interest will be capitalised, if not paid, every six months, on 30<sup>th</sup> June and on 31<sup>st</sup> December of each year and shall apply before as well as after any demand and/or court judgement.
- 6.3.** In the event that the amount of the minimum instalment determined in the monthly statement of the Card Account, which is rendered payable pursuant to the present agreement, is not paid within the period stipulated in the monthly statement of the Card Account or if any payment made is less than the minimum amount shown in the statement of the Card Account, the Cardholder shall pay, in addition to the interest with which the balance of the credit limit is already charged pursuant to the present agreement, default interest at the rate of ..... % per annum (the "Default Rate of Interest") on the amount of the minimum instalment that should have been paid. The Default Rate of Interest will be charged for every month the balance remains unpaid after the expiry of the specified period stipulated in the statement of the Card Account. The charge of the Default Rate of Interest shall cease on the date of the full repayment of the amount of the minimum instalment.

**Example A**

In a monthly statement of a card account the debit balance of the card account is €500 and the minimum installment is €50 (the minimum installment was determined, pursuant to the terms of the relevant agreement, to the percentage of 10% of the total balance owed as such shall be determined in the monthly statement of the account). The cardholder is obliged, under the relevant credit card agreement, to pay the

amount of €50 within the deadline stipulated in the monthly statement of the account, but fails to do so. Therefore, for every month the amount of €500 remains unpaid after the expiry of the period specified in the monthly statement of the card account, the amount of €50 shall be charged with additional default interest at Y% per annum (that is Y% per annum over and above the X% per annum with which this amount is already charged as part of the €500). Of course, as soon as the amount of €50 is paid in full, the charge of default interest in that respect ceases immediately.

#### **Example B**

In a monthly statement of a card account the debit balance of the card account is €500 and the minimum installment is €50 (the minimum installment was determined, pursuant to the terms of the relevant agreement, to the percentage of 10% of the total balance owed as such shall be determined in the monthly statement of the account). The cardholder is obliged, under the relevant credit card agreement, to pay the amount of €50 within the deadline stipulated in the monthly statement of the account but instead of paying the aforesaid amount, he pays the amount of €10. Therefore, for every month the amount of €500 remains unpaid after the expiry of the period specified in the monthly statement of the card account, the amount of €40 shall be charged with additional default interest at Y% per annum (that is Y% per annum over and above the X% per annum with which this amount is already charged as part of the €500). Of course, as soon as the amount of €40 is paid in full, the charge of default interest in that respect ceases immediately.

#### **Example C**

In a monthly statement of a card account the debit balance of the card account is €500 and the minimum installment is €50 (the minimum installment was determined, pursuant to the terms of the relevant agreement, to the percentage of 10% of the total balance owed as such shall be determined in the monthly statement of the account). The cardholder is obliged, under the relevant credit card agreement, to pay the amount of €50 within the deadline stipulated in the monthly statement of the account and indeed does so (or pays a greater amount e.g. €100). However, for every month the amount of €500 that remains unpaid after the expiry of the period specified in the monthly statement of the card account, the said amount owed of €500 and the amount of the transactions made until the date of repayment of the amount of €500, shall be charged with the agreed debit interest rate stipulated in the relevant credit card agreement as X%, from the date of the carrying out of each transaction. Of course, as soon as the whole balance of €500 stated in the monthly account statement is repaid, the charge of the agreed debit interest rate in that respect ceases immediately.

- 6.4. The Bank has the right, at its discretion, within the framework of the law, the regulations for monetary and credit control in force from time to time, the market conditions and the liquidity costs, to vary at any time, the variable rates of interest set out in clause 6.2 above following relevant prior written notice by the Bank pursuant to the provisions of the Mortgage Credit Law. The Bank also has the right to vary the overdue interest, the annual subscription fee and any expenses or charges. Such variation shall be binding on the Cardholder who will be informed either by an announcement in the daily press or by a written notice and will be applicable as from the date stipulated in such announcement or notice.
- 6.5. If any other institution in Cyprus or abroad charges the Card User and/or the Bank for the use of its automated teller machines, the Cardholder authorises the Bank to charge its Card Account with the corresponding amount.
- 6.6. In addition to the charges set out in these Terms of Use, the Card Account will be charged with charges and expenses in the following cases. The amount of the charges and expenses is set out in the Charges Catalogue (as this may be amended and/or supplemented from time to time and published on the Bank's website):
  - 6.6.1. annual subscription fee for every Card and for every additional Card issued in accordance with the provisions of paragraph 2 above.
  - 6.6.2. cash withdrawals with the use of the Card.
  - 6.6.3. expenses in relation to the reissue of a Card and/or PIN, which was lost, stolen or destroyed due to the Card User's responsibility, as well as expenses in relation to the reissue of a Card when the PIN was either lost or stolen or disclosed.
  - 6.6.4. if a payment is made by cheque and that cheque is not honoured at its first presentation at the Bank.each time the Cardholder exceeds the credit limit of the Card Account.
- 6.7. The Cardholder agrees to pay to the Bank upon demand all costs, charges and expenses (including, without limitation, legal fees, fees and expenses for searches at official registries/ repositories, for certification of documents, for registration of documents with the Registrar of Companies, for the insurance of immovable property etc.) incurred by the Bank in connection with the assessment of the application for granting the Credit Limit provided hereunder, the drafting, execution and enforcement of this agreement. The Cardholder agrees to pay to the Bank any such amount, whenever it shall be incurred and whenever it shall be demanded by the Bank so that the Bank remains fully reimbursed and covered in respect of such expenses.
- 6.8. Furthermore and in any event, the Bank is entitled to charge any account held by the Cardholder in the Bank with any out-of-pocket expenses paid or incurred by the Bank at any time in the context of the evaluation or the entry into or the implementation or the monitoring or re-evaluation or revision of the present agreement and of any securities provided from time to time in relation thereto.
- 6.9. When the Bank considers that it is required to conduct a valuation or re-valuation of immovable property which constitutes or is intended to constitute security for the obligations of the Cardholder to the Bank under or in connection with the present agreement (including, without limitation cases where the conduct of such valuation or re-valuation is required, directly or indirectly, by reason of the regulatory framework applicable from time to time or in the context of a review or reassessment of the credit facilities of the Cardholder or in connection with the conduct of any audit carried out in the Bank (either internally either from any other third party)), the Bank shall be entitled to assign the said task to a qualified valuer included in the list of valuers approved by the Bank and charge his fee and any other relevant expenses to any account held by the Cardholder in the Bank.
- 6.10. If a Card in EURO is used for a Card Transaction in a currency other than EURO, the amount of the Card Transaction will be converted to EURO by Visa International using the exchange rates determined by Visa International on the day of conversion.
- 6.11. If a Card in a currency other than EURO is used for a Card Transaction other than EURO, the amount of the Card Transaction will be converted to EURO by Visa International using the exchange rates determined by Visa International on the day of conversion. The Bank shall subsequently convert them to the currency of the Card using the exchange rate determined by the Bank on the date they are charged to the Card Account and the Bank shall also charge conversion expenses and/or commission. The amount of the expenses and commissions is set out in the Bank's Charges Catalogue (as this may be amended and/or supplemented from time to time and published on the Bank's website).
- 6.12. Details of the applicable exchange rates may be requested from any branch of the Bank or from the Card Support Centre, the contact details of which are set out at the end of these Terms of Use. They can also be found on the Bank's Website.
- 6.13. It is agreed that Article 62(1) of the Payment Systems Law shall not apply if the Cardholder is not a Consumer or a Micro-enterprise and consequently the Bank reserves the right to charge the Cardholder for the fulfilment of its obligations for the provision of information or the corrective and preventative measures that the Bank is obliged to take according to the Payment Systems Law.
- 6.14. Details of all fees and charges currently applicable are set out in the Bank's Charges Catalogue (as this may be amended and/or supplemented from time to time and published on the Bank's website), which is available at all the Bank's branches and the Bank's Website. The Bank reserves the right by giving two months' notice to vary the amount of the expenses, commissions and/or charges mentioned above and/or to impose any other expenses, subscription fees and/or charges.

#### **7. Security of the Card and/or the PIN, loss of the Card and unauthorised use of the Card**

- 7.1. The Card User must use the Card in accordance with these Terms of Use which govern its issue and use and, especially, to take all necessary measures for the safe keeping and the prevention of the fraudulent use of the Card and/or its data and/or the PIN. Indicatively, the Card User must:
  - 7.1.1. destroy the document on which the PIN is notified immediately upon its receipt,
  - 7.1.2. sign the Card immediately upon receipt with a ball-point pen,
  - 7.1.3. not select a PIN which is easily foreseeable,
  - 7.1.4. never write down the PIN in any way which may link it with the Card and must not keep any note regarding the PIN along with the Card or the Card Account statements and take every reasonable measure for the safeguarding of the PIN,

- 7.1.5. never write down the PIN or any other code number in an easily recognisable form, especially on the Card or any other object that the Card User keeps or carries with the Card,
- 7.1.6. never allow any other person to use the Card and never disclose to any other person any details that relate to the Card,
- 7.1.7. never disclose the Card number to any other person other than in the process of a Card Transaction,
- 7.1.8. never disclose the PIN and ensure that the PIN is never disclosed to any other person, whoever this is, even if asked to disclose the PIN,
- 7.1.9. cover the keyboard while using the Card for cash withdrawals from automated teller machines and the keyboard used to enter the PIN for the execution of a Card Transaction and take all necessary measures to ensure that the PIN is not visible, at the time it is entered,
- 7.1.10. comply with all the instructions notified by the Bank from time to time according to the secure keeping of the Card and/or PIN,
- 7.1.11. inform the Bank or any person indicated by the Bank **IMMEDIATELY** if any of the events described in paragraph 7.2 below occur,
- 7.1.12. always keep the Card in his/her possession,
- 7.1.13. never disclose the PIN during the carrying out of any Card Transaction on the internet, by telephone or by post or otherwise,
- 7.1.14. use secure payment websites for the carrying out of Card Transactions,
- 7.1.15. when the Card is used on the internet, ensure that the computer is secure by using antivirus and spyware programs and a firewall
- 7.1.16. when the Card is used on the internet, ensure that he/she enters into websites that possess a secure server certificate to ensure in this way that the Card's details are not copied and/or stolen from any third party. In case that the website does not possess a secure server certificate, the Card User will avoid access to such websites and if he does access such websites he will bear full and exclusive liability for any loss and/or damage that the Cardholder may sustain.
- 7.1.17. follow the instructions for use issued by the Bank from time to time, which govern the operation and use of the Card through the Alternative Channels and which will be notified to the Card User in any manner the Bank shall from time to time deem expedient.
- 7.1.18. ensure that the Card Account statements and the payment slips are kept in a safe place and ensure that they are destroyed before they are disposed of.
- 7.1.19. carefully check the Card Account statements in order to ensure there are no unauthorised Card Transactions.
- 7.1.20. ensure that the Card does not leave his line of vision during the processing of any Card Transaction,
- 7.1.21. to register for and use the secure services and/or applications provided by the Bank from time to time, in respect of his/her transactions, the secure provision of his/her Card Account data on the internet and the secure use of his/her Card (e.g. Alpha SecureWeb, Alpha Alerts).
- 7.1.22. If it is deemed by the Bank that any event has occurred which constitutes a case of suspected or actual fraud or threat against security, the Bank will notify the Cardholder through a secure procedure. In such case, the Bank is entitled not to follow the instructions of the Cardholder and/or to terminate the provision of the Card Account and/or the use of the Card, but shall contact the Cardholder through post, email, telephone or in any other way it deems appropriate. For this purpose, the Cardholder must ensure that the Bank always maintains his/her full contact details and to inform the Bank immediately in case of any change thereto. If the Bank so requests, the Cardholder must contact the Bank as soon as possible.
- 7.2. When the Card User realises that the Card has been lost, stolen or ceases to be in the possession of the Card User or if the Card User suspects that the details of the Card have been stolen or may possibly be misused or that it is possible that there has been unauthorised use of the Card or that the Card has been destroyed or not received on time, or in case the PIN becomes known to any third party or the Card User suspects that the PIN was disclosed to a third party, then the Card User must immediately call the telephone number +35722888777 (line available 24 hours a day), or, in case of change of the above number, the Authorised Cardholder and/or the Cardholder must notify the Bank at any new address or telephone number communicated to them from time to time. For security reasons, any telephone calls to this number will be recorded.
- 7.3. The Card User must inform the Bank immediately and without any delay as soon as:
  - 7.3.1. an entry of any unauthorised Card Transaction in the Card Account statement is found or
  - 7.3.2. any mistake or any other irregularity in the maintenance of the Card Account by the Bank is realised.
- 7.4. The Bank's right to suspend the use of the Card:
  - 7.4.1. It is agreed that the Bank may suspend the use of the Card for objectively justifiable reasons with regard to:
    - 7.4.1.1. the security of the Card,
    - 7.4.1.2. the suspicion of use without authorisation or the fraudulent use of the Card, or
    - 7.4.1.3. a high risk of incapability of the Cardholder to repay his/her debt.
  - 7.4.2. In case the said right is exercised, the Bank is obliged to inform the Cardholder for the suspension of the use of the Card and for the reasons for such suspension, in writing or on another durable medium, if possible before the suspension of the use of the Card or, at the latest, immediately after the suspension. Provided that the Bank has no obligation to inform the Cardholder if this would go against objective security reasons or if it is prohibited by any law of the Republic of Cyprus or by European Law.
  - 7.4.3. The Bank is obliged to recall the suspension of the use of the Card or to replace it with a new Card as soon as the grounds for the suspension cease to exist.
- 7.5. If, without prejudice to paragraphs 7.6, 7.7, 7.8 and 7.11, it is proven that any Card Transaction was executed without the authorisation of the Card User, the Bank is obliged to return immediately to the Cardholder the amount of the Card Transaction and to restore the Card Account to the state it would have been in, had the Card Transaction not been executed.
- 7.6. Notwithstanding paragraph 7.5 above, the Cardholder may be obliged to bear all losses relating to unauthorised Card Transactions up to the maximum amount of fifty (50) Euro, for losses arising from the use of lost or stolen Card or from Card embezzlement, unless (a) the loss, theft or embezzlement of the Card could not be detected by the Cardholder before the payment, provided that he/she did not act with fraudulently, or (b) the loss arose from actions or omissions of an employee, representative or branch of the Bank or an entity to which the Bank had assigned its activities.
- 7.7. Notwithstanding paragraphs 7.5 and 7.6 above, the Cardholder bears all the losses for Card Transactions relating to unauthorised Card Transactions executed in his/her Account, as long as such losses are due to the fact that he/she acted fraudulently or did not fulfil one or more of his/her under article 69 of the Payment Systems Law obligations, intentionally or by gross negligence (meaning the obligation to use the Card in accordance with the Terms of Use governing the issuance and use thereof, to notify the Bank without undue delay as soon as he/she becomes aware of any loss, theft, embezzlement or unauthorised use of the Card and to take every reasonable step for the safe keeping of the Security Details as soon as he/she receives the Card). In such case, the maximum amount mentioned above is not applicable. The Bank has provided to the Cardholder the necessary means which provide the possibility to proceed at any given moment to a notification of any loss, theft, embezzlement or unauthorised use of the Card, in accordance with article 69(1)(b) of the Payment Systems Law, with no charge.
- 7.8. Notwithstanding paragraphs 7.5 and 7.6, the Cardholder shall be liable for the total amount of the loss from unauthorised Card Transactions executed due to fraudulent acts on the part of the Cardholder. Furthermore, in such case, the Cardholder bears also all the financial consequences arising from the use of the lost, stolen or embezzled of the Card after the notification, in accordance with Article 69(1)(b) of the Payment Systems Law, to the Bank.
- 7.9. The Bank is obliged to provide the Card User, upon request, with the means to prove that the notification which is given under paragraph 7.2 above or the application to recall the suspension stated in paragraph 7.4, for a period of 18 months after the notification or the application, respectively.
- 7.10. It is agreed that the liability of the Bank which arises from paragraphs 7.6 – 7.8 above, is limited only to the cases where the Cardholder is a Consumer or a Micro-enterprise. Therefore, Article 74 of the Payment Systems Law does not apply if the Cardholder is not a Consumer or a Micro-enterprise.
- 7.11. The Card User has the right to claim rectification from the Bank when he/she is informed of any Card Transaction which was unauthorised or incorrectly executed and which gives rise to the relevant right according to the provisions of these Terms of Use and to inform the Bank without undue delay and not later than 13 months from the date of the debit or credit, as the case may be. It is agreed that in case the Cardholder is not a Consumer or a Micro-enterprise, the time limit applied will be 2 months from the Card Transaction. In such case, the Bank is obliged to return

immediately to the Card User and no later than the end of the following Working Day after the notification by him/her therefrom, the amount of the unauthorised Card Transaction and to restore his/her charged Account to the state it would have been if the unauthorised Card Transaction had not been executed. The Card User, however, agrees that the Bank is not obliged to return the said amount if it has reasonable suspicions of fraud. Provided that this provision does not affect the obligation of the Cardholder under paragraph 7.3 above.

**7.12.** The Card User will cooperate with the Bank and will provide the Bank with all the information known to him/her about the circumstances of the loss, theft or misuse and/or suspicion of misuse of the Card or the disclosure of the PIN to a third party and the Card User must take all measures which are considered necessary by the Bank in order to assist the recovery of the lost Card. In case where there is suspicion of loss, theft or misuse and/or suspicion of misuse of the Card or disclosure of the PIN to a third party, the Bank has the right to provide the Police with any information about the Card User or about the Card it considers necessary.

**7.13.** After a complaint is made to the Bank that the Card has been stolen, lost, or there is a possibility of misuse, or that the PIN has been disclosed to a third party, the Card (whether it is in the possession of the Card User, or it comes into his possession later on) must not be used again by the Card User but it must be cut in six pieces and returned to the Bank immediately.

## **8. Liability for non-execution or wrongful execution**

**8.1.** If the Card User doubts the correct execution of the Card Transaction or that it was authorised then the burden lies on the Bank to prove that the Card Transaction was genuine, was properly recorded, entered in the accounts and not affected by any technical error or other malfunction. It is agreed that Article 72(1) of the Payment Systems Law does not apply if the Cardholder is not a Consumer or a Micro-enterprise and consequently the Bank is not liable as aforementioned.

**8.2.** The Bank is obliged to return to the Cardholder the full amount of a Card Transaction executed following the authorisation of the Card User, provided the following conditions are met:

**8.2.1.** the Card Transaction was initiated by or through a payee and has been executed;

**8.2.2.** the Cardholder submits a request for a refund within eight weeks from the charge date;

**8.2.3.** the authorisation did not specify the exact amount of the Card Transaction; and

**8.2.4.** the amount of the Card Transaction exceeds the amount the Cardholder could reasonably have expected taking into account the Cardholder's and/or the Authorised Cardholder's previous charges, the provisions of these Terms of Use and the relevant circumstances of the specific Card Transaction.

**8.2.5.** It is provided that the Cardholder cannot invoke currency exchange reasons if the reference exchange rate already agreed with the Bank was used, according to Articles 45(1)(d) and 52(c)(ii) of the Payment Systems Law.

**8.3.** At the Bank's request, the Cardholder is obliged to provide evidence regarding the request under paragraph 8.2.2 above. Within 10 Working Days from the date the request for the refund is received, the Bank must either refund the whole amount of the Card Transaction or justify its refusal to refund the amount and inform the Cardholder of the competent authority to which a complaint may be made and the body to which the Cardholder can apply for out-of court complaint and redress procedures.

**8.4.** It is agreed between the Bank and the Cardholder that the Cardholder has no right to a refund where the following conditions are met:

**8.4.1.** the Card User has authorised the Bank directly to execute the Card Transaction and

**8.4.2.** where applicable, information on the future Card Transaction was provided or made available in writing to the Cardholder by the Bank at least four weeks before the charge date.

**8.5.** It is agreed that Articles 76 and 77 of the Payment Systems Law do not apply and consequently the Bank shall not bear any liability under paragraphs 8.2 – 8.4 if the Cardholder is not a Consumer or a Micro-enterprise.

## **9. Communication**

**9.1.** The Card User is obliged to notify the Bank in case of change of any of his/her contact details.

**9.2.** The Card User may contact the Bank using the contact details set out at the end of these Terms of Use.

**9.3.** It is agreed that the information which the Bank is obliged to provide or make available to the Cardholder will be provided or made available at least once every month in one of the following ways: (a) by sending to the Cardholder by post a printed monthly Card Account statement of the Card Transactions executed with the use of the Card during the previous month, (b) electronically through the Alternative Channels where the Cardholder is a subscriber to these services and has connected the Card with these services, (c) orally or in writing from the Card Support Centre, (d) will be made available at any of the Bank's branches or (e) in any other way the Bank deems proper.

**9.4.** In case the Cardholder requests additional or more frequent information than that mentioned above or requests that the information is provided in a different way than mentioned above, it is agreed that the Bank may charge the Cardholder according to the Bank's Charges Catalogue (as this may be amended and/or supplemented from time to time and published on the Bank's website) which is available on the Bank's Website and may be requested from any of the Bank's branches.

**9.5.** These Terms of Use are in English and any notifications hereunder and/or under the Payment Systems Law will be given in Greek or English depending on the language chosen by the Cardholder.

**9.6.** At any time during the validity of these Terms of Use the Cardholder has the right to receive, upon request, these Terms of Use on paper or on any other durable medium as defined by the Payment Systems Law.

## **10. Card Transactions carried out through Alternative Channels**

**10.1.** In case the Card User uses the Card for a cash withdrawal in excess of the available balance of the Card Account designated by the Bank with the Bank's consent, the Cardholder must deposit such excess within the time limits set by the Bank and in the event of the Card User exceeding the available balance of the Card Account without the Bank's consent, the balance must be settled immediately.

**10.2.** In case the Cardholder makes through an ATM a cash deposit in Euro to a Card Account maintained in Euro, then the amount of the deposit shall become available immediately after the time of receipt thereof with the respective value date, provided that he/she has made the deposit before the expiry date referred to in Appendix A.

**10.3.** The Bank will bear no responsibility, if for any reason any of the Alternative Channels are out of order.

**10.4.** If the Cardholder intends to use a third-party payment service provider, payment initiation service provider or account information service provider, the provisions of paragraph 2 of Part II of the General Terms are additionally applicable.

## **11. Electronic Notifications**

The Card User accepts that he/she may receive messages through SMS and/or through e-mail on the mobile telephone number or electronic address submitted to the Bank and accepts that such messages will be viewed without having to enter a PIN and acknowledges that the Bank is not and shall not be liable for the deletion, part deletion or the failure to transmit any messages. The messages shall be transmitted to the telephone number or e-mail indicated by the Card User and in the event that the Card User indicates a telephone number other than his/her own, the Bank shall not be liable in any way for any loss, damage or inconvenience suffered and/or to be suffered by the Card User and/or the person to whom the messages were transmitted. The Card User shall notify the Bank immediately in case his/her mobile telephone is lost or stolen or his/her mobile telephone number or email is changed or ceases to apply.

## **12. Processing of Personal Data**

Regarding the matter of processing of personal data of natural persons, the provisions of clause 1 of Section II of the Bank's General Terms apply.

## **13. Variation of the Terms of Use**

- 13.1. The Bank is entitled at any time to amend these Terms of Use, by giving two months' notice to the Cardholder. In such a case, the Cardholder has the right, before the proposed date of termination, to terminate this agreement immediately and without charge.
- 13.2. The notice shall be given personally to the Cardholder by one of the following ways: mail, electronic mail, secure electronic message, message on the Card Account statement or in any other way in order to safeguard the receipt of the message by the Cardholder.
- 13.3. Any amendment proposed by the Bank shall be deemed to have been accepted by the Cardholder if he/she does not notify the Bank that he/she does not accept the amendment before the proposed date of the amendment coming into force.
- 13.4. It is agreed that the reference exchange rates (defined as VISA International exchange rates) shall be immediately applicable and the Bank is obligated to inform the Cardholder. It is agreed that these exchange rates shall be available at the Bank's branches.

#### 14. Right of Termination

- 14.1. These Terms of Use shall be of an indefinite duration.
- 14.2. If the Cardholder wishes to terminate this agreement, he/she will have to send a written notice of termination to the Bank of at least one month. After the date of termination, the Cardholder must:
  - 14.2.1. Return immediately to the Bank any Cards issued to the Cardholder and to any Authorised Cardholder cut into six pieces.
  - 14.2.2. Pay off the whole of the outstanding balance of the Card Account including interest, fees, expenses and charges up to the date of repayment.
  - 14.2.3. Ensure that there will be no more Card Transactions after the termination date and cancel any standing orders for Card Transactions with interested third parties.
  - 14.2.4. Maintain, for a period of at least six months from the date of termination and return of all Cards to the Bank, adequate funds in the Card Account in order to meet any claims arising from the use of the Card which were not presented to the Bank for payment before or at the time of return of the Card. Alternatively, the Cardholder must pay off, as soon as it is asked to do so by the Bank, any Card Transactions charged to the Card Account after the date of termination, plus interest thereon.
  - 14.2.5. If the Cardholder terminates this agreement within a period of less than 6 months from its inception then it must pay the Bank the card termination fee set out in the Bank's Charges Catalogue (as this may be amended and/or supplemented from time to time and published on the Bank's website). If the Cardholder terminates this agreement after the aforementioned 6 month period then no termination fee is incurred due to the termination. Regarding charges imposed by the Bank on the use of the Card on a regular basis, such as the annual subscription fee, the Bank is obliged to return any prepaid charges which relate to the time after the termination. The Cardholder has the right to withdraw from the agreement constituted through the present Terms and Conditions without stating the reasons for so doing and without incurring any liability to pay any amounts whatsoever, within five (5) working days from the date of execution of the present Terms and Conditions. This right may be exercised by delivering or sending a written notice to the Bank for this purpose within the aforementioned period. Provided that the Cardholder forfeits the said right of withdrawal in the event that the Cardholder effects any disbursement from /uses any part of the Credit Limit provided to him pursuant to the present Terms and Conditions, prior to the expiration of the aforementioned period within which the right of withdrawal may be exercised.
  - 14.2.6. Notwithstanding the foregoing these Terms of Use shall apply until full and final repayment of the balance of the Card Account.
  - 14.2.7. In case of withdrawal from this agreement by a Consumer according to paragraph 14.2.5, the Consumer must return the Cards issued to him and/or to any Authorised Cardholder cut into six pieces, within the aforementioned 30 calendar days.
- 14.3. On the occurrence, in the opinion of the Bank, of any of the events set out below (the "Events of Default"), the Bank shall have the right by giving prior notice to the Cardholder as provided in paragraph 14.6 below to terminate the operation of the Card Account and/or render every amount owed by the Cardholder under the terms of this agreement or any part thereof due and payable and demand the immediate repayment of all the amounts owed by the Cardholder to the Bank including principal, interest, commissions and any other amount due in respect of any costs, charges and expenses:

##### Events of Default:

- a. If the Cardholder fails and/or omits to pay to the Bank, in time and in accordance with the terms of this agreement, any amount due or to become due to the Bank pursuant to this agreement.
  - b. If the Cardholder or the Card User fails and/or omits to perform or comply with any other obligation he has undertaken towards the Bank pursuant to the present agreement or in connection therewith.
  - c. If the Cardholder or the Card User or any other person fails and/or omits to perform and/or comply with any obligation he has undertaken towards the Bank pursuant to any other agreement whereby a guarantee or other security is provided in respect of the obligations of the Card User under this agreement.
  - d. If the Cardholder or the Card User makes use of the Card, within and/or outside the Republic of Cyprus, to traders the nature of their business is prohibited by Cypriot and/or International Law.
  - e. If any statement or representation or confirmation made by the Cardholder or the Card User or any other person to the Bank in the context of the evaluation or the entry into or the implementation or the monitoring or the re-evaluation or the revision of the present agreement is, to the Cardholder's or the Card User's knowledge, untrue or misleading or inaccurate or incorrect.
  - f. If the Cardholder or the Card User or any person who has guaranteed or provided other security to the Bank in respect of the obligations of the Cardholder under the present agreement commits any act of bankruptcy (as the term is defined in the relevant legislation from time to time) or if any bankruptcy application is filed or is pending in respect of the Cardholder or such other person (whether initiated by himself or by any third party) or if a receiving order is issued or made in respect of his property or if the Cardholder or such other person is declared bankrupt or if a receiver or administrator or any other similar person is appointed with regard to himself or his property.
  - g. If any judicial or other proceedings is filed or is brought against the Cardholder whereby a claim is made against him or against a connected person or the property of any of them.
  - h. If any event occurs which in the opinion of the Bank could possibly have an adverse effect on the financial situation of the Cardholder or his property or his ability to comply with his obligations under the present agreement or any other agreement between himself and the Bank.
  - i. If any event occurs which in the opinion of the Bank could possibly have an adverse effect on the financial situation or the property of any person who has guaranteed or provided other security to the Bank in respect of the obligations of the Cardholder under the present agreement or any other agreement with the Bank or which could possibly have an adverse effect on the ability of such guarantor or security provider to comply with his obligations to the Bank whether such obligations relate to the obligations of the Cardholder or not.
  - j. If any event occurs which in the opinion of the Bank could possibly have an adverse effect on the financial situation or the property of any person connected to the Cardholder or which may possibly have an adverse effect on the ability of such connected person to comply with his obligations to the Bank whether such obligations relate to the obligations of the Cardholder or not.
- «Connected person» means any physical or legal person whose obligations to the Bank have been guaranteed or otherwise secured by the Cardholder and any legal person in which the Cardholder is a director or a shareholder.
- 14.4. Upon the termination of the Card Account, all the outstanding instalments owed by the Cardholder in respect of purchases made under any non-interest bearing instalments scheme, will be added to the balance of the Card Account and shall constitute a debt of the Cardholder subject to these Terms of Use.
  - 14.5. If the Card User is going to return the Card to the Bank, then the Card must be cut into at least six pieces.
  - 14.6. If the Bank wishes to terminate this agreement the Bank must send a two-month notice of termination in writing or on another durable medium to the Cardholder. Upon the expiry of the notice period the Cardholder is obligated to settle in full the balance of the Card Account including interest, rights, expenses and charges until the date of repayment.

#### 15. Representations, covenants and assurances by the Cardholder

15.1 The Cardholder confirms and declares to the Bank that at the time of the signing of these Terms of Use:

15.1.1 (i) no petition or other application for the issuance of a bankruptcy order or receiving order against the estate of the Cardholder has been filed and/or is pending or has been stayed before any Court, (ii) the Cardholder is not subject to bankruptcy proceedings or proceedings for the issuance of a receiving order against his estate, (iii) no trustee in bankruptcy or receiver or administrator or other such official has been appointed (by the Court or otherwise) in respect of the Cardholder or any of his assets, (iv) no bankruptcy order or receiving order has been issued against the Cardholder or his estate and (v) no procedure and/or application and/or petition for the discharge of debts and/or for the issuance of a Debt Relief Order and/or for the appointment an insolvency consultant has been filed and/or is pending and/or has been stayed in relation to the Cardholder pursuant to the Personal Insolvency of Individuals (Personal Schemes of Arrangement and Debt Relief Orders) Law of 2015 as this may be amended and/or supplemented and/or substituted from time to time.

15.1.2 all information provided or made available to the Bank in connection with this agreement is true, accurate, correct and complete in all material respects.

**16. Jurisdiction, Governing Law and the procedure for Solving Complaints and Disagreements**

16.1. This agreement shall be governed by, and construed in accordance with the Laws of the Republic of Cyprus, and the Card User and the Bank hereby irrevocably submit to the jurisdiction of the Courts of the Republic of Cyprus.

16.2. The Central Bank of Cyprus is the competent supervisory authority which will investigate complaints, according to the provisions of the Payment Systems Law. The Cardholder may submit a complaint to the Central Bank of Cyprus which may organize an out-of-court complaint and redress procedure according to the Payment Systems Law. As regards the provisions of the Mortgage Credit Law, the competent authorities for ensuring the application of the said provisions are the Central Bank of Cyprus and the Consumer Protection Service of the Ministry of Energy, Commerce, Industry and Tourism.

16.3. If the Cardholder believes that the Bank does not offer a high standard of services or if the Cardholder believes that the Bank has made a mistake, the Cardholder must inform the Bank's Card Support Center. In that case the Bank will investigate the matter and reply to the Cardholder as soon as possible. If the Cardholder is not satisfied he/she can submit a complaint to the Complaints Committee of the Bank..

16.4. In case where the Cardholder submits a complaint regarding the rights and obligations arising from Part III and IV of the Payment Systems Law, the Bank shall exhaust every possibility to reply in paper form, or through email or on other durable medium, within a reasonable period of time and no later than 15 Working Days from the receipt of the complaint. If the Bank is not able to reply within 15 Working Days for reasons beyond its control, it shall provide an interim reply, stating the reasons of the delay and specifying the deadline until which the Cardholder shall receive a reply. In any case, a reply will be forwarded within 35 Working Days.

16.5. In case where the Cardholder and the Bank have exhausted every possibility to solve their dispute without any result, or the Cardholder is not satisfied with the reply, he/she has the right to refer to the Financial Ombudsman of the Republic of Cyprus at the address Kypranoros 15, 1061 Nicosia, P.O. Box 25735, 1311, or at the website [www.financialombudsman.gov.cy](http://www.financialombudsman.gov.cy).

**17. Cards with benefits offered by third parties**

In case where as a result of the issue and/or use of the Card the Cardholder is entitled to benefits/privileges offered by a third party (legal or natural person) who is an associate of the Bank, the Bank shall not be liable for any non-compliance with the terms of the benefits/privileges scheme and/or refusal and/or failure and/or negligence and/or omission of the associate to offer the Cardholder the benefits/privileges, as these may be posted and/or described, from time to time, in the website of the Bank and/or provided and/or stated in any document relevant to the benefits/privileges scheme, and generally for the administration of the benefits/privileges scheme and the provision of services to Cardholders by the associate and for any amendment and/or change and/or alteration to the benefits/privileges by the said associate.

**18. Miles & Bonus Scheme**

18.1. The Cardholder is automatically rendered member of the Scheme and Aegean is obliged to provide free to the Cardholder, in case he/she is a new member to the Scheme, additionally a Miles & bonus card.

18.2. The Scheme has been established by AEGEAN, which is solely responsible for its content and implementation and solely in charge for its, in any way, modification or discontinuation, at the exclusion of any related liability of the Bank.

18.3. The crediting of miles to the Miles Account, the removal of miles from it, their redemption for airline tickets or other benefits and generally the operation of the Scheme are determined solely by Aegean, in accordance with the terms of the Scheme.

18.4. The Cardholder is entitled to, with each use of the Card for the purchase of goods or services, as well as for transferring balances of other cards (if and as long as it is decided by the Bank) regardless of whether he/she repays the balance on each occasion in full or in instalments, provided that the Cardholder has fulfilled the terms of any contract he/she has concluded with the Bank from time to time in relation to the Card, the crediting of the Miles Account with miles at the end of each month in accordance with the terms of the Plan.

18.5. With the issuance of the Card, the Cardholder's Miles Account will be credited with a specific number of miles, as stated in the Plan, irrespective of the ones that shall be credited as per paragraph 17.4.

18.6. The removal of miles from the Miles Account by the redemption of miles is executed in accordance with the terms of the Scheme.

18.7. The termination, for any reason, of any contract that has been concluded with the Cardholder and the Bank from time to time in relation to the Card, does not necessarily entail the departure of the Cardholder from the Scheme, which shall be decided by Aegean, in accordance with the terms of the Scheme.

18.8. The departure or removal of the Cardholder from the Scheme for any reason shall suspend the crediting of the Miles Account with miles from the use of the Card. In this case, the Cardholder is entitled to request the Bank to replace the Card with another card and the Bank reserves the right to accommodate the Cardholder's request in its absolute discretion. With the departure or removal of the Cardholder from the Scheme, all miles accumulated are cancelled and the Cardholder loses all rights, benefits and privileges of the Scheme.

**19. Miscellaneous**

19.1. The Cardholder and the Authorised Cardholder unconditionally accept these Terms of Use.

19.2. This agreement is signed by the Bank and the Cardholder and provided that the application is approved, each of the contracting parties shall receive an original or a copy of this credit card agreement for own use and keeping.

19.3. The Bank may disclose information concerning the Card Account to the Central Bank of Cyprus.

19.4. The guarantees and securities required for the issuing of the Card are the following:

.....  
.....  
.....  
.....  
.....

**20. Contact Details of the Bank**

For general enquiries, the Card User may contact the Bank in writing at the address Alpha Bank Building, 3 Limassol Avenue, P.O. Box 21661, 1596 Nicosia or by telephone at +35722 888888.

For enquiries regarding the use of the Card and the relevant fees and charges, the Card User may contact the Card Support Centre in writing at the above address, electronically at the address [Alphacards@alphabank.com.cy](mailto:Alphacards@alphabank.com.cy) or by telephone at +35722 877477.

For the amendment of any of the Card User's details, the Card User may visit any one of the Bank's branches.

**DECLARATIONS:**



- (1) I hereby certify that I have received a copy of the General Terms, I have read it and I agree.
- (2) I hereby certify that today I have received a copy / the original of the above credit card agreement, I have read it and I agree.

Date: .....

**DESCRIPTION OF GUARANTEES AND SECURITIES REQUIRED**

..... ..... .....	
<b>WRITTEN CONSENT OF THE HUSBAND/ WIFE OF THE MORTGAGE DEBTOR (where the Mortgage Debtor is married)</b>	
I ..... declare that I consent to the mortgaging of the property no. .... as security for the Credit Limit to be granted to .....	
<b>Signature</b>	<b>Name</b>
.....	.....

**CARDHOLDER**  
 Name, Address, Certification Number

**Signature**

.....  
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.....

**WITNESSES**

**Signature**

1. ....  
 c/o ALPHA BANK CYPRUS LTD, .....

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2. ....  
 c/o ALPHA BANK CYPRUS LTD, .....

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**ALPHA BANK CYPRUS LTD**

**Signature**

1. ....

.....

2. ....

.....

## APPENDIX A

### 1. Cash withdrawals:

Channels through which you can submit an order	Daily cut-off times with respect to the receipt of order	Ability to execute the order on a future date	Ability to revoke an order for the execution of a payment on a future date
At any of our ATMs at any other bank's ATMs	<p>Cash withdrawals can be executed on a 24 hours basis.</p> <p>1) At the Bank's ATMs by debiting the connected deposit account.</p> <ul style="list-style-type: none"> <li>• Cash withdrawals executed during the following hours, are ultimately debited to the connected deposit account on the same day<sup>1</sup>: Monday to Friday from 00:00 until 17:30</li> <li>• Cash withdrawals executed during the following hours, are ultimately debited to the connected deposit account on the same day with value date the next working day: Monday to Thursday from 17:31 until 23:59 Friday from 17:31 until Sunday at 23:59</li> </ul> <p>2) At the Bank's ATMs by debiting the Card:</p> <ul style="list-style-type: none"> <li>• Cash withdrawals executed until 18:00 between Monday – Friday are debited to the Card on the same day.</li> <li>• Cash withdrawals executed after 18:00 between Monday – Friday, including the weekend, are debited to the Card on the next working day.</li> </ul> <p>3) At other bank's ATMs:</p> <ul style="list-style-type: none"> <li>• The Card is debited not later than two Working Days.</li> </ul>	No	No

### 2. Cash deposits:

Channels through which you can submit an order	Daily cut-off times with respect to the receipt of order	Ability to execute the order on a future date	Ability to revoke an order for the execution of a payment on a future date?
At any of our branches / Alternative Channels	<p>At the Bank's branches: Monday – Thursday until 14:30 Friday until 14:00</p> <p>At the Bank's Alternative Channels:</p> <ul style="list-style-type: none"> <li>• Cash deposits for crediting the connected deposit account can be executed on a 24 hours basis.</li> <li>• The credit of either the connected deposit account or the Card is executed on between Monday - Thursday from 00:00 until 17:30 and from 20:00 until 23:59</li> <li>• Friday from 00:00 until 17:30</li> <li>• Saturday from 01:30 until 23:59</li> <li>• Sunday from 00:00 until 23:59</li> </ul>	No	No

<sup>1</sup> In case of Bank holiday, the debit of the connected deposit account is executed on the same day with value date the next working day.

**3. Payments to Card:**

Channels through which you can submit an order	Daily cut-off times with respect to the receipt of order	Ability to execute the order on a future date	Ability to revoke an order for the execution of a payment on a future date?
At any of our branches / Alternative Channels	<p>At the Bank's branches: Monday – Thursday until 14:30 Friday until 14:00</p> <p>At the Bank's Alternative Channels: Payments to Card can be executed on a 24 hours basis.</p> <p>1) Through the Automated Transactions Channels by crediting the Card : The Card is credited on the same day.</p> <p>2) Through the Electronic Banking Channels by crediting the Card:</p> <ul style="list-style-type: none"> <li>• Payments executed during the following hours, are ultimately credited to the Card on the same day<sup>2</sup>: Monday to Thursday from 00:00 until 17:30 and from 20:00 until 23:59</li> <li>• Friday from 00:00 to 17:30</li> <li>• Saturday from 01:30 to 23:59</li> <li>• Sunday from 00:00 to 23:59</li> </ul> <ul style="list-style-type: none"> <li>• Payments executed during the following hours, are ultimately credited to the Card on the same day with value date the next working day: Monday to Thursday from 17:31 until 19:59 Friday from 17:31 until Saturday at 01:59</li> </ul>	<p>No</p> <p>No</p> <p>Yes</p>	<p>No</p> <p>No</p> <p>Yes, provided that the revocation order is submitted by the customer through the same channel and such order is received by us on the Working Date preceding the stipulated execution date, Monday to Sunday until 23:59.</p>

<sup>2</sup> In case of Bank holiday, the credit of the Card is executed on the same day with value date the next working day.