

## **TERMS AND CONDITIONS OF USE OF ALPHA ALERTS SERVICE FOR CARDS OF ALPHA BANK CYPRUS LTD**

The present Terms and Conditions (hereinafter the “Terms”) will be regulated by the General Terms and Conditions of Alpha Bank Cyprus Ltd (hereinafter the “Bank”) as well as the Terms and Conditions of Use of Credit Cards of the Bank with which the present Terms will be read together. In case of any conflict between the above terms and these Terms, the present Terms shall prevail. Unless otherwise stated in these Terms, capitalised terms/definitions used in the present Terms have the same meaning given to them in the Terms and Conditions of Use of Credit Cards and/or the General Terms and Conditions of the Bank.

The following Terms apply to the Alpha Alerts Service for Cards (hereinafter the “Service”):

### **1. Content of Service**

The Bank offers the Service is offered by the Bank to Cardholders of Cards issued by the Bank and constitutes a notification service via text messages (SMS) through a mobile phone regarding the Cardholder's transactions with his Card, in accordance with these Terms. The Bank may at any time provide additional means of notification via text messages.

### **2. Scope of Service**

**2.1** The Service is provided for all the Cards issued from time to time by the Bank to natural and legal persons. Furthermore, the Service is also provided for all debit cards issued by the Bank. The types of Cards that are eligible from time to time for the Service are announced by the Bank on its website.

**2.2.** According to the Terms of the Service, Card transactions for which the Cardholder receives information, are considered to be those transactions conducted using the Card for purchases from merchants in Cyprus and abroad, cash withdrawal transactions from ATMs in Cyprus and abroad by way of debiting the credit limit of the Card, as well as cash withdrawal transactions from ATMs in Cyprus and abroad by way of debiting the deposit account connected with the Card (hereinafter the “Transactions”). The Bank may, at its absolute discretion, add, amend and/or abolish any transaction category of the Service, following prior notice to the Cardholder through a letter sent to the address stated or to the last known address and/or through the Alternative Channels of the Bank and/or through the Bank's Website.

**2.3.** The Cardholder may apply for registration to the Service for an additional card which has been issued to an Authorised Cardholder, under the Cardholder's absolute responsibility, in compliance with term 2.5 of the Terms and Conditions of Use of Credit Cards and/or term 1.5 of Section V of the General Terms and Conditions of the Bank.

**2.4.** The Service is also available for Cards issued to legal persons. In this case, registration may be carried out either by the company/business for any of its Cards, or by each Cardholder for his own Card. In case there is a charge in accordance with the Terms, such a charge shall be borne by each Cardholder separately.

**2.5.** The Service is purely of an informative nature and in no case replaces the monthly statements that the Cardholder receives for his Card.

**2.6.** The Service does not include Cards, the relevant agreements of which have been terminated or possibly be terminated after the registration of the Cardholder at the Service.

### **3. Registration**

**3.1** The Cardholder may register and activate the Service through the Bank's Branches where he will be given the Application for Registration to the Service as well as the Terms, or register electronically through the Electronic Banking Channels of the Bank after accepting the Terms. Either way, the Cardholder shall provide his personal data and the details of his Card, as may be requested during the registration procedure, for the purposes

of identity verification and for maintaining the security of the Service during the electronic communication. The information provided by the Cardholder must be true, accurate and complete.

**3.2** The Bank reserves the right to reject the application for registration to the Service, or to terminate the Service after the registration of the Card to the Service, in case that any of the information provided regarding the Cardholder and his Card transpires not to be true, accurate, sufficient or complete, or if the information cannot be confirmed/ identified by the Bank for any other reason.

**3.3** During the registration to the Service, the Cardholder provides a mobile telephone number, either Cypriot or foreign, to which the notification text messages shall be sent. In case the Cardholder holds more than one Cards and wishes to register all such Cards to the Service, he may declare different mobile telephone numbers for each one of the Cards.

**3.4** The Cardholder, following registration to the Service, will receive notifications for all Transactions of the Card through text messages (SMS) to his mobile phone. The Cardholder, when registering to the Service, may choose whether the notifications will be provided throughout the day or during certain periods of time, in accordance with the specific options provided by the Bank.

#### **4. Service Functionality**

**4.1** Upon completion of the registration process and Service activation, in accordance with the aforesaid, the Cardholder will henceforth receive notifications in relation to his Card's Transactions via text messages to the mobile telephone number he has indicated.

**4.2** Each text message regarding the Card's Transaction is sent immediately after the approval of the transaction conducted with the Card (see above par. 2.2.) and includes information mainly for the type of the transaction, the name of the business where the transaction was conducted, the date, the time, the amount and the currency of the transaction. The Bank may amend the content of the text messages, regarding the type of information contained, at any time.

**4.3** The Cardholder may choose between greek and english for the language of the content of the text message he will be receiving. This option may be altered at any time through the Electronic Banking Channels or through the Bank's Branches.

**4.4** Each message sent is automated, therefore the Cardholder cannot reply to the message.

**4.5** Each message regarding the Card's Transactions is sent only once and cannot be reproduced, or resent.

**4.6** In any case the data (e.g. telephone number) provided by the Cardholder is recorded in a common database and saved automatically on the system in order to ensure the accuracy of the details and in order to maintain updated personal data. Any modification of data, does not affect any other data given by the Cardholder, regarding other banking products or services of the Bank.

**4.7** The Cardholder that has activated the Service for more than one Cards and has declared a different mobile telephone number for each of his Cards, must in case of a modification in his declared data declare such modifications for each Card separately.

#### **5. Cardholder's Rights**

The Cardholder reserves the right:

- (i) to add to the Service at any time, any additional Card he holds or will be issued by the Bank in his name, subject to par. 2.6 above,
- (ii) to terminate the Service at any time for one or more registered Cards,
- (iii) to change the number of the mobile phone he has provided for the purposes hereof (par. 3.3 above). In case the Cardholder has registered more than one Cards to the Service (par. 3.3 above), the modification of the mobile telephone number in accordance with this term for a particular Card does not affect the rest of the Cards that have been registered to the Service.
- (iv) to amend the options declared during the registration of the Card to the Service.

#### **6. Obligations and liability of the Bank – Cardholder's Declarations**

**6.1.** The Bank is obliged to take all reasonable measures according the common business practices while operating the Service in order to protect the software system of the Service against viruses. However, the Cardholder acknowledges and accepts that the Bank bears no responsibility if despite the fact that the reasonable measures have been taken, the Cardholder's systems or archives are infected by a virus.

**6.2** The Bank does not bear any responsibility for any weakness or lack of sending of text messages or for any delay, or for improper sending, or for incorrect, or wrongful or failure of sending, or for any other weakness or failure due to reasons attributed or related to the provision of the Cardholder's telecommunication services or other factors that are beyond the Bank's control, or in cases such as a) lack of mobile phone coverage in certain areas, b) excess of the capacity of Cardholder's device for incoming messages, c) telecommunication network's maintenance, d) malfunction or updates of the mobile phone or incompatibility with the Service, e) inability or refusal of the telecommunication network to forward the messages to the Cardholder etc.

**6.3** The Bank is not liable against the Cardholder for any direct, indirect or other damage, or any loss that the Cardholder suffers or may suffer. The Bank is not liable for any possible disruption of the Service or in case the service is not continuous, chronologically accurate, secure or error free or available at a particular place or time, or for cases that the message content is not up to date or accurate.

**6.4** The Cardholder has the responsibility for the truthfulness and accuracy of the information he provides to the Bank and particularly the mobile telephone number to which the messages are transmitted. The Bank bears no responsibility for any damage, loss or inconvenience that the Cardholder or other person to whom the messages have been transmitted may suffer in any way. The Cardholder is obliged to check the accuracy of the information transferred via text messages and to inform the Bank immediately in case of any incorrect data transmission regarding any of his transactions. The Bank bears no responsibility for any damage and/or loss and/or inconvenience suffered by the Cardholder from an unauthorized use of his Card and/or his mobile phone or caused by the business where the transaction conducted or by the provider of telecommunications services or by the banking institution with which the business has an agreement and which is sending the data of the transaction or by any other institution which is involved with the transactions conducted or with the transmission of the message. The Bank is not liable for any damage, loss or inconvenience as a result of the content of the message that has been transmitted through the Service. In case the Cardholder receives a text message regarding a transaction that was not placed by him, he should immediately contact the Bank in order to terminate the operation of the Card (at the 24-hour telephone number +357 22888777). The Bank is not responsible in any way against the Cardholder for any possible damage resulting from such transactions, or transactions that may follow the aforementioned.

## **7. General Terms**

**7.1** The Service is provided without a charge. However the Bank preserves the right to change the pricing policy from time to time either generally or for specific types of products or Cardholders and to impose charges for providing the Service or to vary such charges. The Cardholder can obtain information for such charges either by a letter sent to the last stated or to the last known address or through the Bank's Website where the Charges Catalogue of the Bank is posted. The Bank is not responsible for any charges imposed for any reason by the provider of the telecommunications services of the Cardholder.

**7.2** The Cardholder, by accepting these Terms, authorises the Bank to use the mobile telephone number which he declared during his registration to the Service, in order to be informed by the Bank for issues that are relevant to the Service and matters concerning his relationship in general with the Bank.

**7.3** The Bank may modify and/or abolish the Terms at any time and/or suspend or terminate the Service at any time, by giving notice to the Cardholders through a letter sent to the last stated or to the last known address and/or through the Alternative Channels of the Bank and/or through the Bank's Website. Amendments that involve charges for the Cardholder will produce results thirty (30) days after the abovementioned notice of the Cardholder through a letter or by posting an announcement.

**7.4** The registration and the use of the Service by the Cardholder implies his unconditional acceptance of all the Terms.

**7.5** The Cardholder that wishes to terminate the Service at any time for one or more Cards, may proceed with a termination thereof either through the Electronic Banking Channels or through the Bank's Branches.

I accept the above:

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Signature of the customer

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ALPHA BANK CYPRUS LTD

Date: .....