

SPECIAL TERMS AND CONDITIONS – APPLE PAY

**SPECIAL TERMS AND CONDITIONS OF ANCORIA BANK LIMITED
FOR THE USE OF ANCORIA BANK DEBIT CARDS WITH APPLE PAY**

These Special Terms and Conditions (the “Special Terms”) of Ancoria Bank Limited, with registration no. HE324539 and with registered office at 12 Demostheni Severi Avenue, Floor 1, 1080 Nicosia (referred to as the “Bank” or “Ancoria Bank”), govern the access of the Card (as defined below) to Apple Wallet and its use through Apple Pay.

These Special Terms shall be read in conjunction with the Bank’s General Terms and Conditions, as these may be amended and/or supplemented by the Bank from time to time (the “General Terms”). In case of conflict between these Special Terms and the General Terms then, unless stated otherwise herein, these Special Terms will prevail.

1 Definitions and Interpretation

1.1 In these Special Terms, and unless a different meaning arises from the context of the text:

“**Account**” means the applicable current account of the Customer maintained with the Bank in connection with payment transactions carried out with the use of the Card, including the current or overdraft account of the Customer, which is charged with the Card transactions and in which such Card Transactions are registered;

“**Apple**” means APPLE DISTRIBUTION INTERNATIONAL LIMITED, a company incorporated according to the laws of Ireland, with registered number 470672 and with registered address at Hollyhill Industrial Estate, Cork, Ireland.

“**Apple Pay**” means Apple’s platform through which the Customer may register the Card and make use of the Apple Wallet.

“**Apple Wallet**” means the digital wallet operated by Apple which allows the Customer to register details of the Card with the purpose of conducting Transactions with the Device.

“**Biometric Mechanism**” means the Facial ID and/or the Touch ID used to gain access and/or use the Device;

“**Card**” means the VISA debit card issued by the Bank or VISA debit card issued in replacement of the existing one, which is active and eligible for registration in the Apple Wallet and use through Apple Pay, and which is not cancelled or blocked or its use and operation is not restricted by the Bank in any way;

“**Customer**” means:

(i) the Account holder who maintains an Account with the Bank and on whose instructions the Card is issued by the Bank in relation to the Account, and/or

(ii) any person, other than the Account holder, who on the instructions of the Account holder, is approved by the Bank to use the Card in relation to the Account and named as cardholder in respect of the Card;

“**Device**” means a device created by Apple that runs on the iOS operating system developed by Apple, which supports Apple Pay and allows the Customer to make Transactions when used with the Customer’s Security Details.

“**Face ID**” means Apple’s trademark, registered in the U.S. and other countries. It is the facial recognition and authentication technology on Apple devices and can be used by the Customer to gain access to and make Transactions with the Device;

“**Merchant**” means the merchant participating in Apple Pay who agrees to accept the Card via Apple Pay as payment for goods or services.

“**Passcode**” means the secret security code, which may be an alphanumeric code or a pattern or otherwise, that the Customer has chosen as a password on the Device.

“**Security Details**” means the personalized security details which the Customer must use to access the Device including without limitation, the Passcode and/or the Biometric Mechanism;

“**Table of Commissions and Charges**” means the Bank’s published list of fees, charges, commissions, and administration or other expenses including the fees specified in the Fee Information Document and Glossary (as defined in the General Terms), as may be revised and updated at the Bank’s discretion from time to time and notified to the Customer via the Bank’s

website or the Bank's Online Banking and is made available to Customers in the Bank's Banking Centers in printed form or otherwise notified to the Customer according to the General Terms;

"Touch ID" means Apple's trademark, registered in the U.S. and other countries. It is the fingerprint identity sensor on Apple's devices which can be used by the Customer to gain access to and make Transactions with the Device;

"Transactions" means the contactless Card payment transactions to be executed by the Customer via Apple Pay with the Device and/or transactions to be executed through online applications on the Device.

"Website" means <https://www.ancoriabank.com> or any other website the Bank sets up.

1.2. Headings are for convenience purposes only and shall not affect the interpretation of these Special Terms.

1.3. Unless the context otherwise requires, the singular includes the plural and vice versa and one gender (including the neutral gender) includes all genders (including the neutral gender). Where there is more than one person in the expression **"Customer"** all the obligations of the Customer are joint and several.

1.4. Terms capitalized and not defined shall have the meaning given to them in the General Terms.

2 General

2.1 Apple Pay and Apple Wallet are provided to the Customer by Apple.

2.2. Apple Pay enables the Customer to make Transactions using the Card through the Device instead of by use of the physical Card. Apple Pay may not be available for all purchase amounts or at all Merchants where the Card is accepted.

2.3. Apple will require the Customer to agree to the terms of use of Apple Pay in order to use Apple Pay. The Customer may also be required to conclude agreements with third parties. The Customer must carefully read such terms and conditions by following the relevant instructions as these will appear on the Device. The Bank is not responsible for the security, content, legality or any other aspect of any third party's products or services.

2.4. Apple, Apple Pay, Face ID, Touch ID and iOS are registered trademarks and are used under license by Apple.

3 Acceptance of the Special Terms

The Customer must accept the present Special Terms in order to be able to register his card in Apple Wallet and use it through Apple Pay. The Customer will be deemed to have accepted these Special Terms when the Card is registered in Apple Wallet.

4 Registration and removal of Card

4.1 The Customer can register the Card in Apple Wallet on the Device by inserting the Card's details, provided that the Bank authenticates the Customer. The Customer can add more than one Cards in Apple Wallet.

4.2 In order to use Apple Pay, the Customer is required to register his Card through a combined customer authentication procedure from Apple and the Bank. The use of the Card through Apple Pay will be subject to any restrictions in respect of the Account and/or the Card. In case the Customer cannot be authenticated by the Bank for any reason whatsoever, the registration of the Card in Apple Wallet will not be possible.

4.3 If the Customer will change his Device and may wish to continue using Apple Pay, then he must deactivate / delete the Card from Apple Wallet on the old Device and register the Card in Apple Wallet on the new Device. The Customer must delete the Card from Apple Wallet, if they wish to dispose of the Device or give it temporarily to any other person (e.g. for repair).

4.4 During the registration process of the Card in Apple Wallet a unique number (token) will be created linking the Card to the Device. This unique number (token) will be used for the verification of the Customer's payment information.

5 Use of Card through Apple Pay

5.1 When the Card is registered in Apple Wallet, a virtual representation of the Card is created which allows the Customer to use the Card with Apple Pay. Once the Card is registered in Apple Wallet as stated above, the Customer can use the Card via Apple Pay to authorize Transactions on the Account using the Security Details. This is done by using the Device instead of the physical Card at a Merchant's contactless-enabled point of sale payment terminal or making in-app Transactions or other digital commerce payments at Merchants. Some contactless payment terminals may require the Customer to also enter their Card PIN (as defined in the General Terms).

5.2 When the Customer uses the Card through Apple Pay, he must at all times comply with the provisions of the General Terms to the extent that they apply and do not conflict with these Special Terms. Without limiting the generality of the above, when the Customer uses the Card through Apple Pay, he must not:

- (a) use the Card for illegal activities and/or actions,
- (b) use the Card in a way that could lead to or result in the failure and/or damage of the Bank's and/or Apple's systems and/or operational infrastructures and/or other Apple Pay users,
- (c) take any actions contrary to those notified or provided to the Customer by the Bank and/or Apple,
- (d) use the Card in breach of the Special Terms and/or the General Terms.

5.3 The Bank, payment network or Merchants may, from time to time, establish transaction limits at their discretion. This means that the Customer may be unable to complete a Transaction that exceeds these limits whilst using the Card through Apple Pay.

5.4 The Bank will inform the Customer about the Transactions as provided in the General Terms.

5.5 Once the Card is registered for use in Apple Pay:

- (a) The Bank will process the Customer's personal data in order to allow the Card to be used through Apple Pay.
- (b) The Bank will collect the Customer's personal data from Apple in order to confirm his identity and to check his eligibility for Apple Pay and for fraud prevention purposes.
- (c) The Bank will share anonymised information relating to the Transactions with Apple in order to improve and develop its technology.
- (d) The Bank will inform the Customer of his Transactions as provided in the General Terms.

5.6 The Customer can use the Card through Apple Pay and make Transactions wherever Apple Pay is accepted. Apple Pay may not be available for all purchase amounts or at all Merchants where the Card is accepted.

5.7 The Customer can register the Card to Apple Wallet to multiple Devices of the Customer and can register more than one Cards to Apple Wallet. In case multiple Cards are registered to Apple Wallet, the Customer can choose at any time which Card shall be considered as the default card.

6 Amendments to the Special Terms

The Bank reserves the right to amend and/or revise from time to time the present Special Terms as provided in the General Terms. Every change proposed by the Bank to the Special Terms shall be deemed accepted by the Customer if he does not notify the Bank of his disagreement to the proposed changes before the coming into force of the variation. In case of disagreement, the Customer is entitled to terminate the present Special Terms before the coming into force of the variation as provided herein. When communicating its intention for variation of the Special Terms, the Bank shall remind the Customer of his right of termination.

7 Obligations and declarations of Customer

7.1 The Customer acknowledges that Apple Wallet and Apple Pay are provided by Apple. The Bank does not own, operate, support Apple Wallet and Apple Pay and has no control and responsibility whatsoever over their operation and/or support and/or maintenance. The Bank's obligation in relation to the functionality of Apple Pay is only limited to supplying information securely to Apple in order to allow the use of the Card through Apple Pay.

7.2 The Customer acknowledges and accepts that for the successful registration of the Card in Apple Wallet, he must follow and comply with the detailed instructions, indications and informative notices that will appear during the registration of the Card in Apple Wallet. The Bank bears no responsibility whatsoever for any administrative action that the Customer will undertake for the registration of the Card in Apple Wallet for its use in Apple Pay.

7.3 The Customer must make sure at any time that the Security Details are solely his. If the Security Details of a third party are registered as Security Details on the Device, the Customer will be deemed to have consented to the use of the Card through Apple Pay by that third party and in accordance with the General Terms and these Special Terms. The Customer will be responsible for the Transactions carried out through Apple Pay by third persons whose Security Details were stored in the Customer's Device.

7.4 The Customer acknowledges and accepts that the Bank will not be liable to the Customer, either directly or indirectly, for any:

- (a) disruption of Apple Wallet and/or Apple Pay, and/or
- (b) systemic and/or network and/or operational and/or communication delays and/or interruptions of Apple Wallet and/or Apple Pay, and/or
- (c) other actions and/or circumstances and/or omissions of Apple and/or third persons, affecting the functionality and/or operation and/or availability of Apple Wallet and/or Apple Pay, and/or
- (d) dysfunctionality of the Device and/or its incompatibility with Apple Wallet and/or Apple Pay.

7.5 The Customer is solely responsible for the safekeeping and security of the Security Details and other information available on the Device. Without limitation to the generality of the above, the Customer must:

- a) take all reasonable steps to warrant appropriate security on the Device, and
- b) never give anyone else his Security Details and/or allow anyone else to have access to his Security Details and/or the Device, and
- c) follow the Bank's Card security guidelines communicated from time to time by the Bank, and
- d) not leave the Device unattended, and
- e) delete or not store anyone else's fingerprint or facial recognition details on the Device, and
- f) use Apple Wallet and Apple Pay in accordance with these Special Terms, and
- g) ensure that the Security Details used to access the Device such as passwords, cannot be easily guessed and/or retrieved, and
- h) change the Security Details, if aware or suspects that an unauthorised person knows and/or has access to these, and

i) delete the Card from Apple Wallet, if the Customer wishes to dispose the Device or give it temporarily to any other person (e.g. for repair).

7.6 The Customer acknowledges and agrees that the use of the Card for the execution of Transactions is subject to the same daily or other limits imposed by the Bank according to the terms of its granting and operation.

7.7 The Customer must be continuously updated for the instructions, indications and informative notices provided from time to time by Apple regarding the secure use of Apple Wallet and Apple Pay and the Customer must diligently follow and/or comply with such instructions, indications and informative notices.

8 Communication

Subject to the provisions of any applicable law, any communication and/or correspondence between the Customer and the Bank shall be made as provided in the General Terms. Where the present Special Terms explicitly provide otherwise, then the said provisions of the Special Terms shall prevail.

9 Loss / Theft / Unauthorised use of Device

9.1 The Customer is obliged to ensure the effective safe keeping of the Device and to make sure that the Device is always at his possession. The Customer must contact the Bank, at the contact details stated in paragraph 16 below, immediately after becoming aware of:

- (a) any unauthorised use of the Card through Apple Pay,
- (b) any suspicion of fraudulent activity or data disclosure related to the Card registered in Apple Wallet,
- (c) any other actual or potential security breach relating to the Card registered in Apple Wallet, or
- (d) the loss or theft of the Device where the Card was linked to Apple Wallet on the Device.

9.2 If any of the events stated in term 9.1 above occur and upon receiving the Customer's respective notification, the Bank will suspend the use of the Card.

10 Term

Subject to these Special Terms and the General Terms, the contractual relationship between the Bank and the Customer is for an unlimited term and for as long as the Card is registered in Apple Wallet and used in Apple Pay or until the said relationship is terminated by either party as provided in these Special Terms and/or the General Terms.

11 Suspension of use of Card and Termination

11.1 The Customer has the right to terminate at any time the use of the Card through Apple Pay by removing the Card from Apple Wallet.

The removal of the Card from Apple Wallet does not affect in any way its use and operation and in no way is the said Card itself being terminated. If the Customer also wishes to terminate the use of the Card, he must follow the relevant provisions in the General Terms.

11.2 In case the use and operation of the Account and/or the Card is suspended and/or cancelled and/or restricted and/or terminated by the Bank for any reason as provided in the General Terms, then the use of the Card through Apple Pay and/or Apple Wallet will also be suspended and/or cancelled and/or restricted and/or terminated.

11.3 Apple, at its absolute discretion, may terminate and/or cancel and/or suspend the provision of Apple Pay and/or Apple Wallet or it may suspend and/or cancel and/or terminate the provision of Apple Pay in respect of the Card as provided in the terms and conditions agreed between Apple and the Customer.

11.4 Without prejudice to the provisions of the General Terms, the Bank may refuse or freeze or restrict or suspend or discontinue the registration and/or use of the Card through Apple Wallet and Apple Pay at any time, when:

(i) the terms and conditions of the present Special Terms and/or the General Terms and/or any other terms that may be agreed between the Customer and the Bank, from time to time, have not been met or fulfilled or they have been breached, or

(ii) the Bank knows or has reason to suspect (a) that the Customer has breached any provision of the Law for the Prevention and Suppression of Money Laundering Activities 2007 (L.188(I)/2007) (as this may be amended and/or supplemented and/or replaced from time to time) and/or (b) the Directive of the Central Bank of Cyprus for the Prevention of Money Laundering and Terrorist Financing (as this may be amended and/or supplemented and/or replaced from time to time) and/or any other directive of the Central Bank of Cyprus or any other applicable legislation and/or regulation and/or directive issued for this purpose, may be breached, or

(iii) the Customer does not comply with and/or does not allow the Bank to comply with any regulatory or supervisory obligation arising from any law or regulation or directive of any competent supervisory authority and/or other competent body or other contractual obligation (including without limitation, the Customer's obligation to provide the Bank with and/or update, its personal and financial data and/or information in the context of the Bank's compliance with the applicable legislation concerning the prevention and suppression of money laundering from unlawful activities), or

(iv) the Bank knows or has reason to suspect that the use of the Card through Apple Wallet and/or Apple Pay may be related and/or connected with money laundering or terrorist financing offenses, or reasonably deems that its risk-based approach to money laundering or terrorist financing under the applicable regulatory compliance rules and the law may be breached by such use, or

(v) upon the reasonable request of Apple, or

(vi) Apple stops offering Apple Wallet and/or Apple Pay, or

(vii) the Bank, for any reason whatsoever, no longer allows and/or accepts the registration of the Card in Apple Wallet and/or its use through Apple Pay, or

(viii) the Bank has become aware that the Customer, who is a natural person, died or has been declared as incapacitated person by a competent Court, or

(ix) where the Customer is a legal person, the Bank has become aware that a petition or other procedure for the winding-up and/or dissolution of the Customer is filed and/or is pending before any Court or if a liquidator or receiver or manager or any other person similar to the aforesaid is appointed in respect of the Customer's business and/or assets and/or any part thereof (by the Court or otherwise) or if an order is made for the winding-up and/or the dissolution of the Customer, or

(x) where the Customer is a physical person, it came to the Bank's knowledge that the Customer has committed any act of bankruptcy or if any application for the issuance of a bankruptcy order against the Customer is filed or is pending before any Court (either filed by the Customer or any

third person) or if it is declared bankrupt or if a trustee in bankruptcy or receiver or administrator or other similar official is appointed in respect of the Customer's assets, or

(xi) the relevant Account and/or the Card is blocked and/or bears restrictions or has exceeded its usage limit, or

(xii) the Bank knows or suspects that fraud occurs or is reasonably likely to occur in relation to the use of the Card through Apple Pay and/or Apple Wallet, or

(xiii) the Customer or its authorized signatory makes or has made any representation, declaration, or warrantee, written or verbal, to the Bank which is untrue and/or false and/or incorrect or found to be irregularly made in relation to the Account and/or the Card, or

(xiv) the Bank deems that if it allows the use of the Card through Apple Pay and/or Apple Wallet it may be subjected to restrictions and/or prohibitions in the use of any currency or access to markets and the financial system either due to sanctions (including secondary sanctions issued by the Office of Foreign Assets Control "OFAC" of the United States Treasury Department or from any other body or authority) and/or prohibitions and/or restrictions based on resolutions of the United Nations and/or the European Union and/or the trade or economic sanctions of the European Union and/or other countries and/or organizations and/or any adverse impact on its operation and/or its business and/or its collaboration with any credit or other institutions, or

(xv) the Bank deems that the Customer does not fall within its customer acceptance policy or the said policy is breached, or

(xvi) the Bank deems that the risk of the use of the Card through Apple Wallet and/or Apple Pay is particularly high and/or falls outside the limits of its acceptable risk, or

(xvii) if requested by the Central Bank of Cyprus and/or the European Central Bank and/or the Commissioner for the Protection of Personal Data of the Republic of Cyprus and/or any other competent supervisory authority and/or by any applicable national or European law or regulation.

In the cases where the present term applies, the Bank shall notify the Customer for the refusal or freezing or restriction or suspension or discontinuation of the registration and/or use of the Card through Apple Wallet and Apple Pay, as it is also provided in the General Terms, unless providing such information would compromise objectively justified security reasons or is prohibited by other relevant Union or Cyprus law.

12 Personal Data

12.1 Where the Customer is a natural person, the Bank has the obligation to ensure that the personal data of the Customer is lawfully processed in accordance with the provisions of the Regulation (EC) 2016/679, as it may be amended and/or supplemented and/or replaced from time to time (the "Regulation").

12.2 In accordance with the Regulation, a privacy notice is provided to the Customer containing, how and for which purposes the Bank collects and processes personal data of the Customer and describing the Customer's rights in relation to the protection of his personal data. This information is at the Customer's disposal at any banking center and at the Website.

12.3 For the registration of the Card in Apple Wallet and its use through Apple Pay, the Customer must also refer to the respective privacy / security notices of Apple and also both Apple Wallet and Apple Pay.

12.4 The Security Details of the Customer are solely stored on the Device and are not stored

by and/or transmitted to and consequently not processed in any way by the Bank.

12.5 In case the Customer does not use Apple Pay for the execution of Transactions within 1 (one) month from the registration of his Card in Apple Wallet, the Bank will send to the Customer a notice reminding him accordingly. Such reminder will be sent based on Apple's legal interest to further develop the use of its services.

13 Expenses, Fees and Charges

13.1 The Customer shall not pay any fees to the Bank for the registration of the Card to Apple Wallet or for its use through Apple Pay.

13.2 Charges as set out in the Table of Commissions and Charges, shall apply and be charged by the Bank in relation to the use and operation of the Card and the execution of Transactions as provided in the Bank's General Terms.

13.3 The Bank has no responsibility whatsoever for any fees and/or expenses that may be charged to the Customer for the use of Apple Pay and/or Apple Wallet. Other taxes and/or charges and/or third party fees may apply that are not charged or controlled by the Bank.

14 Force Majeure

The Bank assumes no and shall bear no responsibility for any damages, loss or harm whatsoever caused by any event lying beyond its own reasonable control (including but not limited to acts of God, public acts or acts of administrative authorities in Cyprus or abroad, work stoppages, strikes, acts of war or situations of emergency etc.).

15 Customer Complaints / Recourse

At any time the Customer has a complaint and/or dispute he must follow the procedure described in Section A of the General Terms. The Customer may contact the Bank's banking centers, the Customer service of the Bank or file his complaint through the Website or other means of communication, and the Bank undertakes to investigate any such matter requested by the Customer, according to the Bank's Complaints Procedure, which is available at the Bank's head office or at the Bank's banking centers or which can be provided to the Customer upon request.

16 Bank's Head Office and contact details

Ancoria Bank Ltd is licensed, registered and supervised by the Central Bank of Cyprus with license number 115.1.1.1.8.

The Bank's Head Office and registered address is located on 12 Demostheni Severi Avenue, 1st Floor, 1080 Nicosia, Cyprus.

Location and contact details of the Bank's banking centers can be found on the Website.

The Website of the Bank, is <https://www.ancoriabank.com>.

The Customer may communicate with the Bank through its Customer Service Line tel. 8000 0050 or + 357 22849000 if calling from outside of Cyprus and/or via email at: info@ancoriabank.com.

Telephone conversations to the above numbers shall be recorded and the data and information contained in such recordings are conclusive evidence and proof to any dispute.

17. Governing Law and Jurisdiction

The rights and obligations of the transacting parties will be governed by and construed under the laws of the Republic of Cyprus and the Republic's courts have exclusive jurisdiction. Notwithstanding the above submission of the parties to the Jurisdiction of Cyprus courts, it is hereby agreed between the Customer and the Bank that nothing will preclude the Bank to take proceedings with regard to any dispute or matter with the Customer and/or for execution of any judgment obtained in Cyprus courts, in any other jurisdiction concurrently or otherwise.