

“sKash” MOBILE WALLET APPLICATION

TERMS AND CONDITIONS

SCHEDULE 1 - DEFINITIONS

For the purposes of these Terms and Conditions of Use the following words and expressions shall have the meanings as set out below:

“**ATM**” means an Automated Teller Machine from and into which, inter alia, withdrawals and deposits are made.

“**Bank**” means AstroBank Public Company Limited, 1 Spyros Kyprianou Avenue, 1065 Nicosia its successors and/or assigns.

“**Business Day**” means any day (other than a Saturday or a Sunday or a public or bank holiday in Cyprus) on which the Bank involved in the execution of the Payment Transaction is open for normal banking operations, as required for the execution of the Payment Transaction.

“**Consumer**” means a natural person who, in respect of the Wallet Terms, acts for purposes which are irrelevant to his/her trading or professional activity;

“**Durable Medium**” means any instrument which enables the Customer to store information addressed personally to that Customer in a way accessible for future reference for a period of time adequate to the purposes of the information and which allows the unchanged reproduction of the information stored, such as printouts by account printers, CD-ROMs, DVDs, the hard drives of personal computers on which electronic mail can be stored, and internet sites

“**Electronic Money**” means electronically, including magnetically, stored monetary value as represented by a claim on the issuer which is issued on receipt of funds for the purpose of making Payment Transactions, and which is accepted by a natural or legal person other than the electronic money issuer.

“**Framework Contract**” means the Payment Services’ contract, which governs the execution of individual and successive payment transactions and contains the respective obligations, rights and conditions for setting up, operating and using a Payment Account.

“**Merchant**” means the legal entity that trades in commodities.

“**Microenterprise**” means an enterprise employing less than ten employees and whose annual turnover and/or its overall annual balance sheet does not exceed 2 million Euro as defined in Article 1 and Article 2(1) and (3) of the Annex to Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises (Recommendation 2003/361/EC).

“Payment Account” means the Wallet Account kept in the name of the User, and which is used for the execution of Payment Transactions under the meaning of the Provision and Use of Payment Services and Access to the Payment Systems Law of 2018 (L. 31(I)/2018), as may be amended from time to time.

“Payment Instrument” means any personalized device and/or set of procedures agreed between the Customer and the Bank, and which are used by the Customer in order to initiate a Payment Order and include, *inter alia*, Cards, the WinBank Service, each one of the User ID, security password and the code issued through the extraPin Generator, and which are issued by the Bank in respect of the WinBank Service, the instructions by facsimile message and/or other services.

“Payment Order” means an instruction by a payer or payee to the Bank, requesting the execution of a Payment Transaction.

“Payment Services” means the business activities set out in Annex I of the Provision and Use of Payment Services and Access to the Payment Systems Law of 2018 (L. 31(I)/2018), as may be amended from time to time, which are provided by the Bank in its capacity either as a Payment Service Provider for the payer or as a Payment Service Provider for the payee in accordance with the provisions of the aforesaid law, including the following:

- (a) Deposit into and withdrawal from a Payment Account, as well as all the operations required for operating a Payment Account;
- (b) Remittance/transfer to or from a Payment Account including remittances/transfers made in view of executing standing orders;
- (c) Execution of direct debits, including one-off direct debits;
- (d) Payment by Card or a similar Payment Instrument;
- (e) Issuing of Payment Instruments and/or acquiring of Payment Transactions;

“Payment Transaction” means an act, initiated by the payer or on his behalf or by the payee, of placing, transferring or withdrawing funds, irrespective of any underlying obligations between the payer and the payee.

“Personal Data” means any information relating to an identified or identifiable natural person.

“PIN” means personal identification number which is associated with your Wallet Account and which allows you to access your Wallet Account and/or enter into Wallet Transactions.

“Primary Wallet Holder” means the User in whose name the “sKash” Wallet Account has been registered, who has control over the Wallet Account and who has the authority to create and designate Supplementary Wallet Holders on his/her Wallet Account, subject to the transaction limits set by the Primary Wallet Holder.

“Privacy Notice” means the document of the Bank titled “Privacy Notice” in respect of the processing of your personal data for the purposes of entering into and carrying out Payment Transactions via the Wallet Account and it is available, in its latest edition, in the Wallet Mobile App, Bank’s branches and at the Bank’s website www.astrobank.com.

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

“Registered Device” means your smartphone or other electronic device upon which you have downloaded the “sKash” Wallet Mobile App.

“Supplementary Wallet Holder” means a natural person, who is authorised by a Primary Wallet Holder to have access to and/or use the “sKash” Wallet subject to the limits set by the authorizing Primary Wallet Holder.

“User Level” means each level under which each User falls and/or is categorised corresponding to and/or depending upon the top-up and transaction limits imposed on the User and/or on the transaction that the User may enter into and/or execute via the Wallet Account, which, currently, subsists of level 1; level 2; level 3 and level 4 (for Merchants). Each User Level requires a different level of Know-Your-Customer (KYC) and due diligence process and/or registration and/or enrolment and/or upgrade information and documentation to be provided to the Bank in compliance with the Bank’s obligations with the applicable laws and regulations of the Republic of Cyprus. Details of the aforesaid User Levels are set out on the Wallet Mobile App portal, including information on the transaction limits of each User Level [inter alia, of the maximum credit turnover per month and/or per year, as applicable] and the corresponding Know-Your-Customer (KYC) and due diligence process and/or registration and/or enrolment process.

“User” means each natural person, who, having satisfied all the eligibility criteria and the minimum KYC (‘Know-Your-Client’) prerequisites set by the Bank, as those may be varied from time to time at the absolute discretion of the Bank, has obtained access level, is in

possession of a User ID and Passcode, has opened and maintains a Wallet Account in his/her name or is authorised by any other Account Holder with access level.

“Wallet Account” means the account in the User’s name via which Payment Transactions are executed and/or performed and which indicates your relationship with the Bank as described in these terms.

“Wallet Mobile App” means the mobile application accessible through your Registered Device where you can obtain access to your Wallet.

“Wallet Services” mean you being given access to the Wallet portal via the Wallet Mobile App.

“Wallet Support Call Center Line” means the communication channel via the telephone number 77787087 through which the User can contact the Bank for any matters pertaining to the access and/or usage and/or operation of the Wallet.

“Wallet Terms” means the present terms and conditions governing the use of the Wallet Mobile App named “sKash” together with *“FRAMEWORK CONTRACT OF ASTROBANK PUBLIC COMPANY LIMITED AND THE HOLDERS OF PAYMENT ACCOUNTS FOR THE PROVISION OF PAYMENT SERVICES”*, to the extent applicable in respect of the Wallet being a Payment Instrument, which can be viewed on the Wallet Mobile App.

“Wallet Transaction” means the Payment Transaction conducted by the User of placing, transferring or withdrawing funds in Euro through the Wallet Account.

“Wallet” means a digital mobile phone wallet application named “sKash” provided by the Bank, in which eligible Users are registered, by means of which the eligible Users are able to subscribe, make use of and conduct e-transactions and/or electronic transfers and/or payments through an electronic wallet.

“sKash” MOBILE WALLET APPLICATION

TERMS AND CONDITIONS

1. 1. GENERAL

1.1 These Terms and Conditions, together with the *“FRAMEWORK CONTRACT OF ASTROBANK PUBLIC COMPANY LIMITED AND THE HOLDERS OF PAYMENT*

ACCOUNTS FOR THE PROVISION OF PAYMENT SERVICES", to the extent applicable, (referred to as "**the Framework Contract**") [together referred to as "**the Wallet Terms**"], between you (referred to as "**You**" or "**User**") and Astrobank Public Company Limited (referred to as "**We**" or "**the Bank**") govern the terms of:

- (a) The access, registration and enrolment to sKash Mobile Wallet Application (referred to as "**the Wallet**");
- (b) The payment transactions entered into and executed via the Wallet;
- (c) The use and operation of the Wallet; and
- (d) The relationship between the Wallet Users and the Bank.

In case of conflict between the present terms and the terms of the Framework Contract, the terms of the Framework Contract shall prevail.

1.2 Since the Wallet constitutes and/or can be considered to be a Payment Instrument used to initiate Payment Orders requesting the execution of Payment Transactions, these Terms and Conditions must be read in conjunction with the provisions of the Framework Contract, which applies additionally to these Terms and Conditions and governs particular issues relating to Payment Transactions, such as, inter alia, the time of receipt of a Payment Order, refusal and revocation of Payment Orders, time limits for the execution of Payment Orders, the respective rights, obligations and liability, the evidence on authentication and execution of Payment Transactions, access to third party providers (TPPs), charges, the procedures for the settlement of disputes, amendments and termination.

1.3 Prior to entering into Wallet Transactions, you are required to:

- (a) read carefully the Wallet Terms and the Bank's Privacy Notice [to the extent applicable], which constitutes an integral part of the Wallet Terms, during your registration and/or enrolment in the Wallet with the Bank and tick the box confirming your acceptance and your agreement with these; and
- (b) provide us with such documentation, photographs and information as requested by us in compliance with the Bank's legislative and regulatory obligations.

1.4 Additional and/or supplementary and/or specific terms and conditions and/or agreements may be applicable to and govern the relationship and the use of specific services and/or products and/or facilities and/or programs that may become available to you by the Bank and/or accessed and/or used by you from time to time via the Wallet in addition to the Wallet Terms and Privacy Notice. The latter are separate and/or independent from the aforesaid specific terms and conditions and/or agreements.

1.5 You acknowledge, confirm and declare that during the registration process and/or of creating a Wallet Account:

- (a) The information provided by you is true, accurate, correct and up-to-date.
- (b) In the event of change of the information provided by you (such as of your mobile phone number), you shall notify us immediately.
- (c) You shall bear any and/or all losses that occur due to the submission of false, inaccurate or incorrect information – Check with framework contract
- (d) You shall review the Wallet Terms and Privacy Notice periodically to be informed of any modifications and/or updates and/or changes, of which you shall be informed via a relevant message to the User's secure inbox of the Wallet Mobile App, and your continued access and use of the Wallet shall be deemed your acceptance of any modifications.

1.6 Upon completion of the above and pursuant to successful registration and/or enrolment, the Wallet Services and/or products shall be made available to you.

1.7 At any time, you can view and/or download the Wallet Terms from the Wallet Mobile App. You may also request, at any time, a copy of the Wallet Terms and Privacy Notice and we recommend you to save or store or print-off a copy thereof for your records.

1. 2. REGULATORY INFORMATION

2.1 The Wallet is a service and/or product and/or Payment Instrument provided by the Bank, which is a legal entity incorporated and established in accordance with the laws and regulations of the Republic of Cyprus, with registration no. 189515, and with registered address and/or headquarters at 1 Spyros Kyprianou Avenue, 1065 Nicosia, P.O.Box 25700, 1393 Nicosia.

2.2 The Bank is the issuer of Electronic Money in your Wallet Account, may act as the Payment Service Provider, either of the Payer or the Payee [as the case may be], and performs the payment services related to and/or in connection with your Wallet Account.

2.3 The Bank is regulated, supervised and authorised as an Electronic Money institution by the Central Bank of the Republic of Cyprus, which is the competent supervisory authority, under the applicable laws and regulations.

2.4 The Bank is also subject to the Law on the Provision and Use of Payment Services and Access to Payment Systems of 2018 (Law 31(I)/2018), which implements the Payment Services Directive (EU) 2015/2366 into the Cypriot legal system, and regulates, *inter alia*, the execution of payment transactions from and into payment accounts..

1. 3. BASIC FEATURES OF THE WALLET

3.1. The Wallet enables you to transfer funds to other Wallet Users and third parties, pay for goods and services to other Wallet Users (either face-to-face or remotely or online via website or online via Mobile App) and/or remit funds to and from your bank account(s). Details of the list of the Wallet Merchants can be found in the Merchants' list section of the Wallet Mobile App.

3.2. The Wallet is available for download only for Mobile devices from relative stores.

3.3 The usage of the Wallet Mobile App shall be limited to one (1) single registered device per User belonging to the User or under the User's control.

3.4 Unique identification for the User shall be the combination of the User's mobile phone number and mobile Registered Device. You can change the registered device anytime by following the respective swapping procedure which requires you to confirm your mobile number by receiving a code by Short Message Service (SMS) and entering your PIN.

3.5 By logging into your Wallet Mobile App, via the portal of the Mobile App, the User of the Wallet is able, *inter alia*, to:

- feed your Wallet Account by performing a top-up via a bank transfer from your own bank account(s) with any financial institutions established in Cyprus into your Wallet Account irrespective of whether those support the Provision and Use of Payment Services and Access to the Payment Systems Law of 2018 (L. 31(I)/2018), as may be amended from time to time
- receive, or reject payments and/or bank transfers from other Users of the Wallet.
- send and/or transfer money from your Wallet Account to a different User of the Wallet.
- withdraw cash solely from the ATMs of the Bank.
- view the balance of your Wallet Account, the transactions executed through the Wallet and check and verify the payments displayed in your transaction history (which will show, inter alia, the amount, date and time, recipient of payment).

3.6 The services offered to the User via the Wallet may vary depending on the User Level.

3.7 The Wallet, currently, allows the storing and execution of payment transactions only in the EURO currency.

3.8 The Bank provides with electronic receipts for successful Wallet Transactions and does not and shall not be obliged to provide you with a physical or written confirmation in respect of any Wallet Transaction.

3.9 The Bank reserves the absolute discretion to add and/or extend and/or limit and/or modify the range of services of the Wallet in accordance with the respective obligations for amendment under the Wallet Terms and in compliance with the applicable laws and regulations, as amended and/or replaced from time to time.

1. 4. ELIGIBILITY

4.1. To apply for being registered for and/or enrolled in the Wallet and for opening a Wallet Account as a Primary Wallet Holder, the following eligibility criteria must be met:

1. a) *In the case of natural persons* - Individuals who are aged 18 years old or over and are Cypriot citizens, residing in the areas of Cyprus where the Republic of Cyprus exercises effective control.

2. b) Pass the Bank's regulatory KYC and due diligence checks and procedures;
3. c) Not be in breach of any of the Wallet Terms during past usage of the Wallet Services; or
4. d) Have had your Wallet terminated and/or closed by us in the past.

4.2. The Bank reserves the right and discretion to add and/or extend and/or modify the eligibility criteria set out above.

1. 5. REGISTER YOUR WALLET

5.1. Registration is performed through the Registered Device within the Wallet Mobile App and in accordance with the instructions set out on the registration section therein, indicating your acceptance and agreement to be bound by the Wallet Terms.

5.2 To become a User, you must apply for the Wallet by providing *all* of the information and/or documentation requested by the registration section of the Wallet Mobile App and by complying with *all* the prerequisites referred to therein.

5.3 During the online enrolment process, each prospective User must undergo a Know-Your-Customer (KYC) and due diligence process and will be checked against sanction lists, politically exposed persons (PEPs) lists, negative information lists and other databases (including, *inter alia*, the Infocredit Group Ltd).

5.4 It is in the Bank's discretion, if deemed necessary, to request for one or more face-to-face meetings to be arranged between the Bank and the prospective User and to demand additional information and/or documentation for constructing the prospective User's economic profile in compliance with the applicable anti-money laundering legislative and regulatory framework.

5.5 The Bank reserves the right and discretion to amend and/or vary the registration prerequisites and/or the Know-Your-Customer (KYC) and due diligence process according to the applicable laws and regulations, as amended from time to time.

5.6 The Bank reserves the right to accept or refuse your registration application via the Wallet Mobile App to the extent permitted by applicable laws and regulations.

1. 6. COMMENCEMENT, TERM AND WALLET ACCOUNT

6.1 The Wallet Terms come into force upon the confirmation to you, via the Wallet Mobile App, that your Wallet Account has been approved and activated and shall continue until terminated in accordance with the relevant terms herein.

6.2 Your Wallet Account is an account where Electronic Money, which the Bank has issued to you in exchange of receiving money from you or on your behalf, is stored. The Electronic Money in your Wallet Account can be used by you for your Wallet Transactions, without accruing interest and will be held in one or more segregated bank accounts separately from other funds and/or bank accounts you may maintain with the Bank.

1. 7. IDENTITY VERIFICATION

7.1 You agree to cooperate with all requests made by the Bank or any of the Bank's third party service providers on its behalf in connection with your Wallet Account for the purposes of identifying or authenticating your identity or validating your funding sources and/or transactions via the Wallet. Without any limitation, this procedure may include inquiring from you further information that will allow the Bank to reasonably identify you.

7.2 The Bank reserves the absolute right to block, close, suspend or limit access to your Wallet Account in the event that you fail and/or deny and/or neglect the Bank's requests for identity verification as per clause 7.1 above.

1. 8. TRANSACTIONS

8.1 In the event of a Payment Transaction via the use of the Wallet Account, *provided that such Payment Transaction is effected from a Wallet Account to another Wallet Account and between Users of the Wallet*, such Payment Order shall be processed instantly, and if not possible, in any event not later than the relevant time-limits provided under the Framework Contract. For any other Payment Transactions executed, the relevant time-limits provided under the Framework Contract apply.

8.2 Subject to the relevant provisions of the Framework Contract, you acknowledge that you are responsible for all transactions carried out via the Wallet Account and when using your Wallet, you give us permission to receive a transfer of funds on your behalf.

8.3 Depending on the User Level, the Bank, based on criteria determined by it, imposes limits on the amounts of money that the User is able to receive, hold, withdraw and transact through the Wallet. Details on the User Levels and corresponding transaction limits can be found at respective section of the Wallet Mobile App.

8.4 Upon successfully registering and/or enrolling in the Wallet, each User will be designated a Level 1 User by default. In order to upgrade to a different User Level of the Wallet and/or change and/or lift and/or increase your transaction limits, you must successfully complete the required procedure, of which you will be notified upon such request via the Wallet settings of the Wallet Mobile App, and you must provide the Bank with any and/or all supplemental information that the Bank may request. Details on the upgrade process and the additional required steps and documents can be found at the respective section of the Wallet Mobile App.

8.5 The Bank reserves the right to change and/or remove and/or impose at its discretion additionally transaction limits based on criteria determined by the Bank stemming from its legislative and regulatory obligations as well as to refuse to enter into a transaction via the Wallet at any time for reasons permitted and/or required by the applicable legislative and regulatory framework.

8.6 The Bank will deduct the value of your transactions from your Wallet at the time of the transaction. You can only use the funds available in your Wallet for the purposes of executing transactions within the boundaries of your transaction limits. Details on the conditions applicable for the execution of Wallet Transactions can be found at respective section of the Wallet Mobile App.

8.7 In conjunction with the relevant provisions of the Framework Contract, the Bank has the right, at its discretion, to refuse to execute a Payment Order via the Wallet for legal and reasonable reasons and/or in accordance with the applicable legislative and regulatory framework and the Bank shall notify you of such refusal and, if possible under the circumstances, the reasons of it and the procedure for correcting any factual mistakes that led to

the refusal of executing the Payment Order or a Payment Transaction, unless prohibited by any provision of the applicable law.

1. 9. SUPPLEMENTARY WALLETS

9.1 Users, who qualify as Primary Wallet Holders, have the option to apply and create Supplementary Wallets, by virtue of which the latter shall be authorised to have access and use the Wallet Account created and controlled by the Primary Wallet Holder subject to the limits determined by the Primary Wallet Holder.

9.2 The Supplementary Wallet is available only for natural persons that have a relationship (such as a spouse or parent or child) with the Primary Wallet Holder and more than one Supplementary Wallet Holders may be authorised for each Wallet Account.

9.3 The Supplementary Wallet Holders shall bear no liability for any damage or loss incurred by their use of the Wallet and only the Primary Wallet Holder will be liable for such loss or damage or any breach of these terms by him or any Supplementary Wallet Holder.

1. 10. SECURITY

10.1 You are responsible for the security of your Wallet, you must take all reasonable endeavours and steps to keep your mobile phone and/or Registered Device and security access details safe, secure and secret and all reasonable precautions to prevent unauthorised or fraudulent use of them. *Inter alia*, you must not disclose your security details to any other person or record their security details in a way that may result in them becoming known to another person.

10.2 You acknowledge and understand that all Wallet Transactions are processed by automated methods and anyone obtaining access credentials to the Wallet could use it to enter into Wallet Transactions without your consent.

10.3 After initial registration, the Bank will never contact you (or ask anyone to do so on your behalf), with a request from you to disclose your security details in full. If you receive any such request from anyone (even if they are using the Bank's name and logo and appear to be genuine)

then it is likely to be fraudulent and you must not supply your security details to them in any circumstances. Additionally, you should report any such requests to the Bank immediately.

10.4 Where a transaction has been executed via the Wallet using your security access details, but you subsequently demonstrate that it was an unauthorised transaction, you will not be liable for that transaction provided that you have kept your security access details safe and secret, acted with reasonable care and not fraudulently and in any event, in accordance with the Wallet Terms and the relevant provisions of the Framework Contract.

10.5 In the event of losing your Registered Device or if you notice and/or suspect misuse, theft, unauthorised or fraudulent use of your Wallet or your Registered Device or your identity any other activity that makes you suspicious that anyone knows your security details, you must contact the Bank immediately via the contact channel of the Bank as provided herein under term 23.9. If you fail to do so, you will be liable for any unauthorised transactions on your Wallet Account confirmed by use of your security access details according to the relevant provisions of the Framework Contract.

10.6 Subject to the relevant provisions of the Framework Contract, you acknowledge that you bear the responsibility for the instructions given by you or anyone acting with your authority from the time you log onto your Wallet via the security procedure until you log out from your Wallet Mobile App.

1. 11. RESTRICTIONS ON USING THE WALLET

11.1 It is prohibited to, *inter alia*, use your Wallet:

- for any illegal purposes, including, but not limited to fraud and money laundering, unlawful services, counterfeit products, gambling, illegal activities and trade, the funding of terrorist organizations, the unlawful purchase or sale of illegal goods or services;
- to abuse, exploit or circumvent the usage restrictions imposed by a Merchant on the services it provides, or to obtain goods or services without paying the amount due partially or in full;
- in a manner that breaches the Wallet Terms or any other agreement or policy that you have agreed with the Bank;
- for any transactions made in violation of any applicable laws or regulations;
- to engage in debt-collection activities;
- in a manner that is likely to result in or may result in complaints, disputes, fines, penalties or other liability to the Bank, or other Users, third parties or you.

1. 12. EXPIRY, CLOSURE & SUSPENSION

12.1 The Wallet Terms and Privacy Notice does not expire and will remain valid until cancelled and/or terminated by either you or the Bank in accordance with the relevant provisions of the present and of the Framework Contract.

12.2 You may close your Wallet, at any time, through the Wallet Mobile App by giving a prior notice of at least one (1) month. Upon closure of the Wallet Account, your Wallet Account will terminate automatically and you shall no longer be able to use any of the Wallet's functions and/or services. If your Wallet Account holds a balance at the time of its closure, the Bank may ask you to withdraw your funds within a reasonable period of time, during which the Wallet Account will be accessible only and exclusively for the purpose of withdrawing the remaining balance. Details on how to close your Wallet can be found at respective section of the Wallet Mobile App.

12.3 In conjunction with the relevant provisions of the Framework Contract, if the Bank, in its sole discretion, believes that you may have breached any of the Wallet Terms and/or for objectively justified relating to the security of the Wallet and/or suspects unauthorised or fraudulent use of the Wallet, the Bank reserves the right to take action, at any time, to protect itself, other Users and third parties. Such action *includes but is not limited to*:

- closing, suspending, discontinuing, blocking, restricting or limiting your access to your Wallet Account or any or all of the Wallet Services, *inter alia*, in case of violation of the Wallet Terms and/or as a result of the way you operate your Wallet Account or your financial circumstances and/or commitments and/or if required so by virtue of any applicable legislation or regulations (such as safety and/or security matters; suspected unauthorised and/or fraudulent use of the Wallet etc);
- fully or partially reversing a Wallet Transaction;
- refuse to process a Wallet Transaction;
- taking legal action and/or measures against you.

12.4. The Bank will provide you with the relevant information regarding the actions imposed, but the Bank may be unable to do so in accordance with restrictions and/or other obligations stemming from the appropriate law including avoiding disclosure of third party information or interfering in the course of an investigation.

1. 13. LIABILITY

13.1 The relevant provisions of the Framework Contract in respect of the Bank's liability for non-execution, defective or late execution of Payment Transactions and for unauthorised Payment Transactions and the User's liability for unauthorised Payment Transactions apply.

13.2 If you believe that a Wallet Transaction has been incorrectly executed or was not authorised by you, you must inform the Bank the soonest possible in accordance with the time-frames and procedures provided under the Framework Contract. Failure to notify us without undue delay and/or immediately on becoming aware or no later than thirteen (13) months from the date of the incorrect or unauthorised Wallet Transaction will result in you losing your entitlement to have the matter corrected. In the event that you are not a Consumer or Microenterprise, the notification time limit shall be 60 days instead of 13 months

13.3 In accordance with the relevant provisions of the Framework Contract, where it is established and/or proved that a Wallet Transaction was unauthorised by you or incorrectly executed by the Bank and you have notified the Bank not later than thirteen (13) months from the date of the particular Wallet Transaction, the Bank shall refund you the full amount debited without authorisation.

13.4 In accordance with the relevant provisions of the Framework Contract and irrespective of the Bank's liability described herein above, you will be liable for:

1. a) all and any damage **up to a maximum amount of fifty (50) Euros**, relating to any unauthorised Wallet Transactions resulting from the use of a lost or stolen Wallet or from the misappropriation of the Wallet, unless the conditions set in the Framework Contract apply; and
1. b) **all and any damage**, and the aforementioned amount of fifty (50) Euros does not apply, in respect of any unauthorised Wallet Transactions, provided that you have acted fraudulently or have failed to fulfil one or more of the obligations set out herein (such as to security measures) with intent or gross negligence.

13.5 Unless otherwise provided by the applicable law and/or by the relevant provisions of the Framework Contract, including, but not limited to, the Bank's liability for non-execution, defective or late execution of Payment Transactions and for unauthorised Payment Transactions and the User's liability for unauthorised Payment Transactions, the Bank will **not** be liable for:

1. a) any breach of (or failure to perform) its obligations where that breach (or failure) is due to abnormal and unforeseeable circumstances beyond the Bank's control, the consequences of which would have been unavoidable despite all efforts to the contrary.

1. b) any loss and/or damage suffered by the User or any third party as a result of payments made to unintended recipient(s) or payments in incorrect amounts, due to the input of inaccurate and/or incorrect and/or incomplete information entered and/or given by the User through the Wallet.

1. c) for the goods or services that you purchase and/or pay for via your Wallet and/or for the quality, safety, legality, performance or any consequential results or any other aspect of any products and/or services purchased using your Wallet.

1. d) for loss of profits or any special incidental or consequential damage arising out or in connection with the Wallet Services.

13.6 The Wallet Mobile App is provided on an “*as is*” and/or “*as available*” basis with no representation, guarantee or warranty of any kind as to its functionality. The Bank makes no, express or implied, warranties, representations or endorsements, whatsoever, that the Wallet Mobile App, or its content or any product or service furnished via the Wallet, will be uninterrupted or error free. While the Bank shall make reasonable endeavours to provide the Wallet Mobile App in line with the available technological solutions, the Bank does not guarantee that the Wallet Mobile App will always be available, uninterrupted, timely, secure, with no defects whatsoever and in full operating condition. Access to the Wallet may be suspended temporarily and without any prior notice and the Bank shall not be liable for any failure to provide the Wallet Mobile App, in part or full, for any cause that is beyond its reasonable control.

1. **14. USER REPRESENTATIONS AND WARRANTIES**

14.1 The User has the full capacity and authority to accept and agree with the Wallet Terms, to open and maintain Wallet Account, and to provide any Payment Order that are necessary to open and maintain Wallet Account.

14.2 The User shall not be contravening any applicable laws or regulations or order or judgment by applying and using the Wallet Services.

14.3 The User represents and warrants that the User is well conversant with the English language and the User can read and speak the English language.

1. 15. INDEMNITY

15.1 Subject to the relevant provisions of the Framework Contract, you shall indemnify, defend, reimburse, compensate and hold harmless the Bank, its parent companies, subsidiaries, affiliates, business partners, licensors, officers, members, directors, employees, consultants, agents and any third-party information providers from and against all claims, demands, losses, expenses, damages and costs and legal fees, resulting from or arising out of your use, misuse or inability to use the Wallet Mobile App or any of the related products or services or any breach by you of the Wallet Terms, any applicable law and/or regulation.

1. 16. CHARGES

16.1 The Bank does not, currently, charge you a fee for the provision of the Wallet Mobile App and no interest will accrue or be payable on balances held on your Wallet.

16.2 Nevertheless, you may be charged by third parties when using the Wallet Mobile App and these charges may vary if you use your mobile phone and/or Registered Device to access the Wallet Mobile App when abroad.

16.3 You will be responsible for any excess transaction fees that may apply to your account/s or which are connected with the use of specific accounts for making transfers and/or payments via the Wallet Account.

16.4 For any amendments to the fees and/or charges applicable for the use of the Wallet, you will be informed via a relevant message through your secure inbox of the Wallet Mobile App or through any other Durable Medium.

1. 17. AMENDMENTS

17.1 In conjunction with the relevant provisions of the Framework Contract regarding amendment, the Wallet Terms may be amended and/or modified from time to time by the Bank by giving you a two (2) months' notice before the proposed date of the entry into force of such amendment(s). Such notice may be given to you through a relevant message to the User's secure inbox of the Wallet Mobile App or through any other Durable Medium.

17.2 These amendments shall be deemed to have been accepted by you in the event that you do not, before the proposed date of the entry into force of the changes, notify the Bank to the contrary. If you do, before the proposed date of the entry into force of the changes, notify the Bank to the contrary, namely that you do not agree with the proposed amendment(s) and that you do not wish to be bound by such amendment(s), your notification shall also be treated as a notice for the closure of your Wallet Account and for the termination of the Wallet Terms on the date upon which the amendment(s) are to enter into force and take effect.

17.3 Without prejudice to the above, your continued use of the Wallet after the entry into force of such amendment(s) shall be deemed to be an irrebuttable presumption that you have accepted and that you are bound by them.

17.4 In the event that an amendment to the Wallet Terms is required by law or for the purposes of addition of a new service and/or function, a reduction of the costs or any other amendment which either enhances your rights or does not increase your responsibilities, the amendment may be made without prior notice to you and shall be of immediate effect.

1. 18. PERSONAL DATA

18.1 The Bank shall process Personal Data when necessary to safeguard the prevention, investigation and detection of fraud.

18.2 The provision of information to individuals about the Processing of Personal Data and the Processing of such Personal Data and any other Processing of Personal Data for the purposes of this Terms and Conditions of Use and/or the Law shall be carried out by the Bank in accordance with all applicable personal data protection laws and regulations, including, without limitation, the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free

movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) that shall enter into force on the 25th of May of 2018.

18.3 The Bank shall access, process and retain Personal Data necessary for the execution of transactions through the Wallet Mobile App, with the explicit consent of the User.

18.4 The Bank's Privacy Notice, which forms an integral part of the Wallet Terms, contains more detailed information on the Personal Data processing undertaken by the Bank.

1. 19. TERMINATION

19.1 Subject to the relevant provisions of the Framework Contract in respect of termination, the Bank, in its sole discretion, may terminate the Wallet Terms and the Wallet Account at any time, by giving you two months' prior notice. The termination of the Wallet Terms and the Wallet Account will not affect any of our rights or your obligations arising thereunder.

19.2 Subject to the relevant provisions of the Framework Contract in respect of termination, you may terminate the Wallet Terms and the Wallet Account at any time by providing us with one month's prior notice, such notice to be provided via the Wallet Mobile App.

19.3 Without prejudice to any rights arising under the Wallet Terms, or any party's other rights or remedies, *either party may at any time terminate* the Wallet Terms, inter alia, for the following reasons:

1. a) the other party commits a material breach of any term of the Wallet Terms and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified to do so;
2. b) the other party repeatedly breaches any of the terms of the Wallet Terms in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Wallet Terms;
3. c) the other party is subject to a bankruptcy, insolvency, winding up; and/or
4. d) requirements imposed by the applicable laws, payment services rules, regulatory authority directives by virtue of which it is unlawful or contrary to any such law, rules, order, judgment or regulations for either of the parties to perform any of its obligations hereunder and such obligation cannot be readily severed from the Wallet Terms.

19.4 Without prejudice to any rights arising under the Wallet Terms, or any of the party's rights or remedies, *the Bank may at any time terminate the Wallet Terms, inter alia*, in the following events:

1. a) Inability to verify your information in the manner prescribed herein;
2. b) Event of death or serious mental illness;
3. c) Suspicions of usage the Wallet Services damages, corrupts, degrades, destroys and/or otherwise adversely affects the Bank and/or the Wallet Mobile App, or any other software, data, systems or networks accessed or used by you;
4. d) Anti-money laundering and/or terrorism financing concerns;
5. e) Acts and/or omissions on your behalf in a manner which the Bank reasonably believes that affects adversely its business operations and/or reputation and/or goodwill and/or which the Bank reasonably considers giving rise to any offence or any increased risk or liability to the Bank; and/or
6. f) Bank's inability to provide the Wallet Services to you through the inability of any third party outsourcer to provide the Bank with any product and/or software in relation to the Wallet Mobile App.

19.5 In addition to and without prejudice to the aforesaid, in the event that you have breached the terms of the Wallet Terms, the Bank is entitled to report any Wallet Transaction or any other relevant information about you and your use of the Wallet Services to the relevant regulatory authority, law enforcement body and/or government department and/or if appropriate, initiate legal proceedings and seek damages from you.

19.6 Termination of the Wallet Terms requires the simultaneous closing of your Wallet Account and all rights granted to you via the Wallet Mobile App shall immediately cease.

19.7 Terms, which due to their nature should survive, will survive the termination of these Wallet Terms.

1. 20. SUPPORT AND COMPLAINTS

20.1 The Bank takes all complaints seriously. Any complaints about the Wallet Services and/or in connection with the Wallet Account should follow the relevant procedures for the settlement of disputes which are provided under the Framework Contract and apply in connection to the Wallet Mobile App.

20.2 If the dispute concerns the goods and/or services purchased via your Wallet, you should settle these disputes with the payee or the Merchant or the other Wallet User, as the case may be.

1. 21. ASSIGNMENT

21.1 The Wallet Terms are personal to you and you cannot assign or otherwise transfer your rights and obligations under them.

21.2 The Bank may assign any or all of its rights, duties, and obligations under the Wallet Terms or transfer the benefit and burden of the Wallet Terms, at any time by giving you a two months' prior notice of this, to an entity that the Bank directly or indirectly controls, is controlled by or is under common control with, or any third party acquiring all or substantially all of the assets relating to the Wallet Terms, including the assignment of contractual position, novation, or any other form of substitution of the Bank by another party, to which assignment the User hereby agrees. If the Bank exercises this right, the User's rights will not be affected.

1. 22. GOVERNING LAW AND JURISDICTION

22.1 The Wallet Terms and the Privacy Notice, and all rights and duties arising hereunder, shall be governed by and construed in accordance with the applicable laws and regulations of the Republic of Cyprus.

22.2 Any dispute arising out or in connection with the Wallet Terms and the Privacy Notice shall be subject to the jurisdiction of the courts of the Republic of Cyprus and/or resolved by the Courts of the Republic of Cyprus. Nothing in this clause shall limit the right of the Bank and the User to refer any claim to any other court of another country that has jurisdiction to adjudicate any dispute between the parties.

1. 23. MISCELLANEOUS

23.1 The Wallet Terms, together with the Privacy Notice, constitute the entire agreement between the parties in respect of the Wallet Mobile App and supersede any prior agreement.

23.2 Any failure of the Bank to exercise or enforce any right under the Wallet Terms shall not be deemed to constitute a waiver of any such right or operate as an estoppel to exercise or enforce such a right at any time in the future.

23.3 The rights and remedies available to the parties under the Wallet Terms are cumulative and additional to any other right or remedy available to the parties at law or in equity.

23.4 The Bank may engage the services of one or more affiliates, subsidiaries, agents, subcontractors or outsource some or all of the services to third party service providers in order to fulfil its obligations.

23.5 If any provision of the Wallet Terms is held to be invalid or unenforceable, such provision shall be struck without affecting the remaining provisions.

23.6 The Bank does not provide advice and contracts on an execution only basis. Before entering into Wallet Transaction you must make your own independent assessment based on your own judgment and upon such advice from such advisers you deem necessary.

23.7 Any Schedule forms part of the Wallet Terms and any reference in the Wallet Terms include the Schedules.

23.8 The definitions set out in Schedule 1 apply to these Terms and Conditions.

23.9 Contact the Bank

- The Headquarters of the Bank are located at 1, Spyros Kyprianou Avenue, 1065 Nicosia, P.O.Box 25700, 1393 Nicosia, and payment / remittance / transfer services are provided by all its branches, the addresses of which may be obtained from the Bank's website www.astrobank.com.

- Clients may also contact the Bank through the Wallet Support Call Center Line tel. 00357-77787087.

23.10 **Notice and Communications**

- You agree and consent to electronic receipt of all communications that we provide in relation to the Wallet Services. The Bank shall provide communications and/or notifications to you by making them available on the Wallet portal and/or by sending you relevant messages via the User's secure inbox of the Wallet Mobile App or through any other Durable Medium.
- It is your responsibility that you log onto the Wallet regularly so as to review its portal and open and review such communications delivered to you through those means and, if necessary, promptly report any inquiries, errors or unauthorised transactions.
- The Bank may contact you from time to time as to notify you of any amendments or information about your Wallet Account and it is your responsibility to ensure regular check of your Wallet Mobile App and that your contact information stored therein is up to date.

23.11 **Acceptance**

- You will be deemed to have accepted the terms of the Wallet Mobile App by installing it on any electronic device and by ticking the box and/or the option "*I AGREE*", it will be considered by the Bank as an express and unconditional acceptance and agreement with the Wallet Terms and Privacy Notice. Furthermore, you confirm that you have read and fully understood the characteristics of the Wallet Service as well as of the Privacy Notice.