

Important Information and Bank of Cyprus Terms and Conditions for Google Pay™

Important Information

Please read the below Bank of Cyprus Terms and Conditions for Google Pay carefully. These Terms are a legal agreement between you and the Bank and govern the use of your Card via Google Pay.

By accepting these Terms upon your addition, activation or use of your Bank of Cyprus Card in the Google Pay, it means that you agree to these Terms. Please be advised that, your mobile, internet and/or network carrier(s), and other third party services or websites available through Google Pay are subject to their own terms and conditions and privacy policies.

Bank of Cyprus Terms and Conditions for Google Pay

These Bank of Cyprus Terms and Conditions for Google Pay are valid from 23 August 2023.

1. Definitions for the purposes of these Terms, the following words and expressions shall have the meanings as set out below:

“Google” means Google Ireland Limited, with offices at Gordon House 4 Barrow Street Dublin, Ireland.

“Android Device” means a device that runs on the Android operating system (OS) developed by Google and is used by a variety of manufacturers, which supports Google Pay.

“Google Pay” means the Google platform through which you may register your Cards and make use of the Google Pay application.

“Google Pay Terms” means any agreement entered between you and Google in connection with Google Pay.

“Google Pay” means the digital wallet operated by Google which allows you to register details of your Eligible Cards and by which you are able to make Contactless Transactions and In-app Transactions to participating Merchants with your Android Device.

“Bank” or “we” means the Bank of Cyprus Public Company Ltd, registered with the Registrar of Companies and Official Receiver in Cyprus (Reg.No.165), having its registered office at 51 Stassinos St., Strovolos 2002, licensed as a credit institution and regulated by the Central Bank of Cyprus. The Bank’s activities are regulated under the legal framework applicable to Cypriot credit institutions licensed by the Central Bank of Cyprus, that can be accessed via this link: <https://www.centralbank.cy/>. The definition also includes its successors, assigns and any person acting on its or their behalf.

“Card” or “Eligible Card” means a credit, debit or prepaid card (including a physical or virtual card or a virtual card number), both personal and business, which is issued by the Bank from time to time and which is eligible for registration on Google Pay.

“Cards Terms and Conditions” means the relevant terms and conditions under which the Card shall be used by you and which can be found on the Bank’s at <https://www.bankofcyprus.com.cy>.

“Contactless Transaction” means the Card transaction facilitated by the use of Google Pay through your Android Device.

“Device Account Number” means a unique number which is created during the registration process linking your Eligible Card to your Android Device.

“Facial Recognition” means the face recognition feature on your Android Device.

“In-app Transaction” means the ability of an Android Device to facilitate the sale of a product or service via an online application.

“Merchant” means the person who agrees to accept a Card as payment for goods or services.

“Password” means one of the security features that require to enter a secret input (e.g. the “PIN” or “Password” or “Pattern”) that you have chosen as a password on your Android Device.

“Privacy Statement” means the Bank’s statement on how personal data is processed, which can be found on the Bank’s website.

“Terms” means the present terms and conditions under which Google Pay shall be used in connection to the Bank’s services.

“Fingerprint Recognition” means the fingerprint recognition feature on your Android Device.

“you” means a customer of the Bank, and includes the primary cardholder and each supplementary cardholder or authorised user of an Eligible Card.

2. General

2.1 The Google Pay is provided to you by Google. These Terms govern your access to and use of your Card via the Google Pay and relate to your relationship with the Bank only. Please download and save, or print a copy of these Terms for your records.

2.2 You must accept these Terms to use your Card via Google Pay and to register your Card in the Google Pay. By accepting these Terms, upon registering a Card in your Google Pay, you agree to be bound by these Terms. You should read these Terms carefully together with the Bank’s (i) Cards Terms and Conditions and (ii) Privacy Statement, which continue to apply.

The existing Cards Terms and Conditions continue to apply to Card transactions made using Google Pay. In case of any conflict or discrepancy between these Terms and the Cards Terms and Conditions, the Cards Terms and Conditions shall prevail.

2.3 The Bank reserves the right to amend these Terms from time to time in the same manner as provided in the Bank’s Card Terms and Conditions with respect to amendments to the Cards Terms and Conditions. Upon notification to you by the Bank of any proposed amendment, you may terminate Google Pay as provided by clause 9 of these Terms. Any continued use of the Google Pay after any relevant notice period for the coming into effect of a proposed amendment shall be deemed to be an implicit acceptance of the amended Terms.

2.4. The Google Pay allows you to make purchases with your Eligible Card wherever Google Pay is accepted. Google Pay may not be available for all purchase amounts or at all Merchants where your Eligible Card is accepted.

2.5. Google Pay is provided by Google and by using it, you are subject to the Google Pay Terms and to any other Google agreements or agreements with other third parties (such as your mobile, internet and/or network carrier(s) and other merchants, websites and services integrated in the Google Pay) which apply from time to time.

2.6. The Bank is not responsible for the Google Pay Terms and/or any other agreements you enter into with Google or with any other third parties in connection with Google Pay, and the Bank will not be liable to you for the provision, functioning and security of Google Pay.

2.7. Google and Google Pay are registered trademarks and are used under licence from Google.

2.8. The use of Google Pay is governed by the Terms of Service of Google Payments.

2.9. The Google Payments Privacy Notice applies to services offered by Google LLC or its wholly owned subsidiaries, including Google Payment Corp ("GPC")

2.10. The addition, activation or use of a Bank of Cyprus Card on Google Pay means the card holder's acceptance with and consent to a) Bank of Cyprus Terms and Conditions in relation to Google Pay and b) Bank of Cyprus Card Terms and Conditions c) Bank of Cyprus Privacy Statement d) Terms and Conditions of Google and Google Pay and e) Privacy Policy of Google.

2.11. We may allow you to add the same Card to multiple Android Devices.

2.12. Your Android Device provider may impose limitations or restrictions to Google Pay or have minimum software and hardware requirements.

3. Using your Card via Google Pay

3.1. Upon your registration for Google Pay:

- a) The Bank will process your personal data in order to allow your Eligible Card to be used for Google Pay;
- b) The Bank will collect personal data about you from Google in order to confirm your identity, to check your eligibility for Google Pay and to help prevent fraud;
- c) The Bank shares anonymised encrypted information relating to your Google Pay transactions with Google in order to improve and develop its technology;
- d) The Bank will provide you with your recent Google Pay transactions as displayed on your Android Device for your convenience. You can turn this display off at any time within Google Pay.

3.2. When you use your Card via Google Pay, you must at all times comply with the applicable provisions of the Cards Terms and Conditions. Without limitation to the generality of the above, when you use your Card via Google Pay, you must not:

- a) Use it to do anything illegal;
- b) Use it in a way that could damage the Bank's or Google's systems or other Google Pay users;
- c) Do anything that the Bank or Google tell you not to;
- d) Disobey any laws that apply to the place where you use Google Pay.

3.3. The Bank, payment networks or Merchants may establish transaction limits from time to time in their own discretion. This may mean that you are unable to complete a transaction that exceeds these limits when you use your Card via Google Pay.

4. Registration and Account Security

4.1. In order to use Google Pay, you are required to register your Eligible Card(s) through a combined customer authentication procedure from Google and the Bank.

4.2. You must ensure that only your biometrics are registered for Fingerprint and Facial Recognition. If the biometrics of a third party are registered for Fingerprint and Facial Recognition on your Android Device, you will be deemed to have consented to the use of your Card via Google Pay by that third party and in accordance with the Cards Terms and Conditions and you will be responsible for any transaction carried out via your Google Pay by non-authorised parties whose biometrics were stored in your Android Device.

4.3. In addition to any other obligations or responsibilities you may have under these Terms or the Cards Terms and Conditions, you must take all reasonable steps to maintain the confidentiality of any information shown or stored on your Android Device in connection with the use of your Card(s) via Google Pay. You are solely responsible for the safety and security of the personalised security credentials and other information available on your Android Device. Without limitation to the generality of the above, you must:

- a) Take all reasonable steps to warrant appropriate security, including Password, Fingerprint and Facial Recognition where available, on your Android Device.
- b) Never give anyone else your Password or other security details. If you suspect that someone knows them, change them immediately and contact the Bank. Your password shall be subject to the same security and confidentiality requirements applicable to the PIN of your Card(s) as provided by the Cards Terms and Conditions.

4.4. If you change your Android Device and you wish to continue using Google Pay you must deactivate your Eligible Card(s) from your existing Android Device and register for Google Pay on your new Android Device.

4.5. Make sure you delete all information in your Google Pay when you change your Android Device or if you provide your Android Device temporarily to a third party (for example, for repairing purposes).

4.6. Do not use an out-dated version of Android OS. Do not install or use an unauthorised modification of Android OS. Such mobile operating system could have less features, or could have the Android Device's features changed in order to work, which may make it less secure, and which means that fraudsters could access your Android Device and steal your information or money.

5. Liability – Disclaimer of Warranties – Limitation of Liability

5.1. You are solely responsible for the accuracy of the data given by you when you register for the use of your Card via Google Pay and when you authorise a Google Pay transaction.

5.2. If your Android Device has been lost or stolen, you must contact the Bank immediately and use all reasonable endeavours to deactivate your Eligible Card from Google Pay, including using any available tracking function on your Android Device.

5.3. If you suspect that someone else knows your Password you must change it immediately and suspend the connection of the Card with Google Pay if necessary. If you let another person access your Android Device and/or register his/her biometrics for Fingerprint or Facial Recognition on your Android Device, then you will be responsible for any payments they make from your Android Device in accordance with the provisions of the Cards Terms and Conditions.

5.4. You must contact the Bank on the telephone number 800 00 800 (+357 22 128000 for overseas calls), immediately after becoming aware of (a) any unauthorized use of your Card via Google Pay; (b) any suspicion of fraudulent activity or data disclosure related to your Card(s) registered in your Google Pay; (c) any other actual or potential security breach relating to your Card(s) registered in your Google Pay; or (d) the loss or theft of your Android Device where your Card was linked to the Google Pay on this Android Device.

5.5. Google Pay is provided by Google and relies on other third parties such as your mobile, internet and/or network carrier(s) in order to function. To the fullest extent permitted by applicable law, the Bank cannot be held responsible for any delay, interruption or other event that prevents you from using Google Pay or your Android Device for any transaction, or anything that goes wrong with Google Pay or your Android Device, or anything that compromises your privacy or the security of your transactions.

5.6. The Bank is also not responsible for any loss, injury or inconvenience you suffer as a result of a Merchant refusing to accept Google Pay.

5.7. THE BANK DOES NOT OPERATE GOOGLE PAY OR WIRELESS NETWORKS AND HAS NO CONTROL OVER THEIR OPERATIONS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE BANK WILL NOT BE LIABLE TO YOU EITHER DIRECTLY OR INDIRECTLY FOR ANY CIRCUMSTANCES THAT INTERRUPT, PREVENT OR OTHERWISE AFFECT THE FUNCTIONING OF GOOGLE PAY, SUCH AS THE UNAVAILABILITY OF GOOGLE PAY OR YOUR WIRELESS SERVICE, COMMUNICATIONS, NETWORK DELAYS, SYSTEM OUTAGES, OR INTERRUPTION OF A WIRELESS CONNECTION. THE BANK DISCLAIMS ANY RESPONSIBILITY FOR GOOGLE PAY OR ANY WIRELESS SERVICE USED TO ACCESS, USE OR MAINTAIN SUCH SERVICES. THE BANK DOES NOT WARRANT THAT YOU WILL AT ALL TIMES BE ABLE TO USE YOUR CARD VIA GOOGLE PAY TO COMPLETE A TRANSACTION, THAT A MERCHANT WILL ACCEPT GOOGLE PAY OR THAT THE USE OF GOOGLE PAY WILL BE UNINTERRUPTED OR ERROR FREE. USE OF GOOGLE PAY INVOLVES THE ELECTRONIC TRANSMISSION OF DATA THROUGH THIRD PARTY CONNECTIONS. SUBJECT TO CLAUSE 8, THE BANK CANNOT GUARANTEE THE PRIVACY OR SECURITY OF DATA TRANSMITTED BECAUSE THE BANK DOES NOT OPERATE OR CONTROL THESE CONNECTIONS. THE BANK IS NOT RESPONSIBLE FOR YOUR MOBILE DEVICE OR THE SOFTWARE OR HARDWARE IT CONTAINS AND MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES REGARDING THE SAME. EXCEPT AS OTHERWISE PROVIDED BY LAW, IN NO EVENT SHALL THE BANK, ITS DIRECT OR INDIRECT SUBSIDIARIES, AFFILIATES, AGENTS, EMPLOYEES, SERVICE PROVIDERS OR REPRESENTATIVES BE LIABLE FOR ANY DAMAGES, CLAIMS OR LOSSES INCURRED (INCLUDING DIRECT, COMPENSATORY, INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES) ARISING OUT OF THESE TERMS OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE GOOGLE PAY AND/OR THE GOOGLE PAY, HOWEVER CAUSED, AND WHETHER IN CONTRACT, TORT OR OTHERWISE, AND EVEN IF THE BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5.8. This clause 5 shall survive any termination of these Terms, howsoever caused.

6. Making a Payment

6.1. When you use Google Pay in stores, you must authenticate payment on your Android Device using Fingerprint, Facial Recognition or your Password. When payment is authenticated, your Android Device provides your Device Account Number to the store's point of sale (POS) terminal.

Your payment information is verified by checking the Device Account Number to ensure it is unique and tied to your Android Device. Payment can subsequently be made from your bank account.

6.2. When you use Google Pay in apps, Google Pay receives your Device Account Number and re-encrypts it with a developer-specific key before the transaction information is sent to the app concerned. This key helps to ensure that only the app you are purchasing from can access your encrypted payment information. When your information is verified, payment may then be made from the bank account which is connected to your Card.

7. Charges

7.1. The Bank applies no additional charges to you in relation to the registration of your Card(s) in the Google Pay or your use of the registered Card(s) via Google Pay (including for the avoidance of doubt making payments or obtaining refunds using the Cards linked to the Google Pay. The Bank reserves the right to do so in the future by providing notification of the charge in accordance with clause 2.3 of these Terms. Upon this notification, you may terminate the use of your Card via Google Pay as provided by clause 9 of these Terms.

7.2. Transactions made using Google Pay are subject to the Bank's fees, commissions, interest and charges as explained in the Cards Terms and Conditions.

7.3. Your mobile, internet and/or network carrier(s) may charge you for using data on your Google Device.

7.4. Other taxes and costs may exist that are not charged by the Bank.

8. Data Protection

8.1. These Terms should be read alongside the Bank's Privacy Statement, which can be found on the Bank's website at https://www.bankofcyprus.com.cy/engb/contact_us/privacy-notice/. The Privacy Statement sets out more detailed information about the Bank's use of personal data. You should review the Privacy Statement to ensure that you understand how the Bank processes your personal data and you understand your rights with respect to this processing. The Privacy Statement may be amended or replaced in accordance with the terms stipulated in that document.

8.2. Your Card number expiry date and CVV2 will be transmitted to JCC Payment Systems Ltd for the purposes of completing the registration of your Card with Google Pay. We may also exchange your information with other service providers (such as Visa or MasterCard). If you don't want us to collect or disclose this information, you should not register your Card for use in Google Pay.

8.3. Where Google requests personal data for the activation or usage of Google Pay, you provide such personal data on your own initiative. This includes the Card number details required. Any personal data provided at the activation as well as during usage of Google Pay will be processed by Google in its capacity as a controller. The Bank is not involved in the processing of your personal data.

8.4. Please also refer to Google's applicable privacy policy, the Google Pay & Privacy, and the Google Pay security and privacy overview which explain how Google and members of its group

process your personal data in their capacity of controller, and your rights with respect to such processing.

9. Termination and Suspension

9.1. You may terminate your use of your Card(s) via Google Pay at any time by removing your registered Card(s) from the Google Pay. You do so by selecting the relevant Card in the Google Pay, then click on the menu icon in the top right corner to see the Card details. Scroll to the bottom to find the 'Remove payment method' option. This will instantly remove the Card from the Google Pay.

9.2. Removal of your Card from the Google Pay will not terminate your Card unless you also choose to terminate such in accordance with the Bank's applicable Card's Terms and Conditions.

9.3 If your Android Device is lost or stolen or has been compromised, accessed or used unauthorized way, please contact us by phone on the telephone number 800 00 800 (+357 22 128000 if you are calling from overseas) or visiting any of our branches Tell us that you use your Android Device for Google Pay so that we can suspend Google Pay services for your card.

9.4. Without prejudice to the provisions of the Cards Terms and Conditions, the Bank may refuse or immediately block, restrict, suspend, discontinue or terminate registration of your Card(s) via the Google Pay or block or restrict your Eligible Card(s) within the Google Pay at any time and without prior notice, when it is justified by any of the following reasons:

- a) for safety reasons, if you are suspected of carrying out fraudulent transactions and/or making illegal use of your Card via Google Pay; or
- b) upon suspicion of money laundering and terrorist financing;
- c) due to a reasonable request of the issuer of the Card and/or Google;
- d) when you breach any of these Terms;
- e) if requested or required by the Central Bank of Cyprus or the European Central Bank or the Cyprus Commissioner for the Protection of Personal Data or any other competent supervisory authority;
- f) if otherwise required by applicable law; or
- g) as additionally or otherwise provided under the Cards Terms and Conditions.

9.5. Without limiting its rights as mentioned above and in addition to any rights of termination, cancellation or suspension of your Card(s) as set out in the Card Terms and Conditions, the Bank may also discontinue or terminate your use of your Card(s) via Google Pay at its sole discretion by providing you at least thirty (30) calendar days' prior written notice.

9.6. The provision of Google Pay in general and/or with respect to Cards issued by the Bank may be changed, suspended and/or terminated by Google at any time without notice to you. Please check Google's applicable terms and conditions for more information.

9.7. Any termination of these Terms shall be without prejudice to any accrued rights and/or remedies.

10. Waiver

10.1 The Bank's failure to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. Any waiver of any provision of these Terms will be effective only if in writing and signed by the Bank.

11. Severability

11.1 If any provision of these Terms is held to be unlawful, void, invalid or otherwise unenforceable, this shall not affect the validity of any other provision of these Terms. In case one or more provisions of these Terms are invalid or become invalid as a result of any changing legislation, the validity of the remaining provisions shall not be affected thereby.

12. Complaints

12.1. The Bank has an internal complaints handling procedure. If you have any complaint about the enforcement of these Terms by the Bank, you should follow the complaints procedure as set out in the Cards Terms and Conditions (available on the Bank's website).

13. Applicable Law and Jurisdiction

13.1. These Terms and any amendments to these Terms shall be governed by the law of the Republic of Cyprus.

13.2. Any disputes arising from these Terms or in connection with these Terms that cannot be resolved by means of the internal complaints handling procedure referred to in clause 12 of these Terms, will be settled by the competent court in the Republic of Cyprus.