



## HELLENIC BANK

### **TERMS AND CONDITIONS OF USE OF THE HELLENIC BANK PREPAID CARDS**

The use of the Hellenic Bank Prepaid Card is governed by the following terms and conditions:

#### **1. INTERPRETATION**

In this text:

**"Bank"** means Hellenic Bank Public Company Ltd and it includes its successors and assigns.

**"Card"** means the Helleniccard prepaid card issued or to be issued by the Bank to a Cardholder/customer.

**"Cardholder"** means the Main Cardholder as well as, where applicable, the Authorised Cardholder who will be jointly and severally liable for all card transactions.

**"Main Cardholder"** means the person on whose instructions the card was issued.

**"Authorised Cardholder"** means the person other than the Main Cardholder to whom a supplementary card will be issued by the Bank on the instructions of the Main Cardholder.

**"Card Transactions"** means the withdrawal of cash or the purchase of goods or services through the use of the card only through electronic payment systems by card as are the electronic payment systems at the point of sale and generally all the facilities which the Bank offers and/or will continue to offer or introduce in the future either through its staff or through Automatic Teller Machines (ATMs) to the Cardholders/customers.

**"PIN"** means the Personal Identification Number issued by the Bank and given to the Main Cardholder/ Authorised Cardholder / customer.

**"Customer"** means the person to whom the card has been given as a gift or transferred, who accepts the terms and conditions of use of the card and undertakes the responsibility for transactions incurred through its use

**"Merchant"** means the person who accepts the Hellenic Bank P CARD for the payment of the goods and/or services offered by him.

#### **2. THE CARD**

- A.** The card must be signed by the Cardholder/customer (or, in the case where the card is intended to be given as a gift by the person who is to receive it) and may only be used:
- (i) by the Cardholder/customer.
  - (ii) subject to the terms and conditions of use in force at the time of use.
  - (iii) subject to the Laws of the Republic of Cyprus.
  - (iv) within the time period during which the card is in force i.e. for twenty four (24) months from the date of issue unless the card is renewed in accordance with paragraph 6 (e) below.
  - (v) up to the amount mentioned in the application for the card (from €25 to €1750,00)
- B.** The Bank will debit the amounts of all card transactions effected by the Cardholder/customer and the limit for use of the card will be reduced accordingly irrespective of whether the Cardholder/customer has or has not signed the sale or cash advance vouchers.
- C.** The Cardholder/customer may replenish the amount of the card stated in the application, by attending any branch of the Bank and signing the relevant Terms and Conditions for use of the card (in case he has not already signed them in the past) and paying any applicable charges as per the provisions of Table A of Paragraph 8 below.
- D.** In case the Cardholder/customer wishes to cancel his card then he must:
- (i) immediately return his card to the Bank.
  - (ii) in case where the card balance is over €8,50, be refunded the amount at the Bank's cash desks. In cases where the balance is lower than €8,50, it will not be refunded.
- E.** The Bank has the right, if this is requested by the Main Cardholder, to issue a supplementary card to any person under the absolute responsibility of the Cardholder. The present terms and conditions of use of the card, as these may be amended from time to time, will also apply for the use of the supplementary card by the Authorised Cardholder and the Authorised Cardholder will, upon first use of the supplementary card, be deemed to have accepted these terms and conditions of use. It is agreed that the Bank will have the right, at any time to cancel any card issued to an Authorised Cardholder upon the written request of the Main Cardholder.
- F.** The Bank shall in no way be held responsible if the card is not accepted by any third party. Any dispute between the Cardholder/customer and any third party concerning any card transactions, shall not in any way affect the Cardholder/customer's liability to pay to the Bank any claim arising out of and/or connected to the use of the card and no claim or counter claim by the Cardholder/customer against any third party shall constitute a defense or counterclaim against the Bank. In the event that any merchant issued a refund voucher for a specific card transaction, the Bank will credit the card with the amount that appears on the said refund voucher.
- G.** Subject to the terms of paragraph 3 (c) below, the Bank shall not be responsible for any damage that may arise from the use (authorised or not) of the card by a person under eighteen (18) years of age.

#### **3. SAFETY OF THE CARD**

- (a)** The Cardholder/customer must sign the card immediately on receipt with a ball-point pen.
- (b)** The Cardholder/customer must take care to ensure the safety of the card and to prevent the disclosure of the Personal Identification Number (PIN) to any other person and in particular
- (i) not to part with possession of the card
  - (ii) to destroy the PIN advice slip immediately on receipt
  - (iii) not to record the PIN in any way which allows it to be identified with his card
  - (iv) not to disclose the PIN to any person.
- (c)** If the card is lost or liable to unauthorised use or damaged or if the PIN has become known to a third person, the Cardholder/customer must immediately notify HELLENIC BANK PUBLIC COMPANY LTD, CARD SERVICES, 31, KYRIACOU MATSI AVE., P.O.BOX 24747, 1394 NICOSIA, CYPRUS, tel. 80009999 (Monday – Friday from 8.00 a.m. to 9.30 p.m.), fax 22743664 (it is noted that all the calls to the aforementioned number are recorded for the purpose of verifying the time when notice was given for any loss, danger of unauthorised use, destruction) or JCC Payment Systems Ltd tel. 22868100 (during Bank non-working hours) or if calling from abroad tel. +35722743843 stating the number of the card. It is stressed that the Bank cannot cancel the card unless it receives the card's number.
- IF SUCH NOTIFICATION IS GIVEN ORALLY, IT MUST BE CONFIRMED IN WRITING BY TELEX OR BY TELEFAX WITHIN 7 (SEVEN) DAYS to the branch where the card was issued.
- In the case of loss or theft of the card, the Cardholder/customer may, after giving the required notice to the Bank (including the number of the lost card) and after the card has been cancelled, request that the card be replaced for the remaining balance provided that such balance exceeds the amount of €8,50 and subject to a replacement fee. In the case of loss or theft where the balance of the card is less than €8,50 or where the Cardholder/customer fails to provide the Bank with the number of the lost card, the transfer of the outstanding balance will not be possible.
- The Cardholder/customer is liable for up to the amount specified in the Consumer Credit Law for damages sustained by the Bank as a result of transactions effected during the period which commences when the card ceases to be in the possession or under the control of the Cardholder/customer or the Bank or any person who is expressly or implicitly authorised by the Cardholder/customer to use the card, and ceases with the notice mentioned above.

In case the Cardholder/customer has acted fraudulently or with gross negligence, the Cardholder/customer will be liable for damages up to any amount sustained by the Bank from transactions effected during the period which commences when the card is not in the possession or the control of the Cardholder/customer or the Bank or any person who is expressly or implicitly authorised by the Cardholder/customer to use the card, and ceases with notice by the Cardholder/customer as mentioned above. It is clarified that when transactions are effected by card via the Automatic Teller Machines (ATMs) with the use of a PIN, it will be presumed that they have been effected by the Cardholder/customer. If it is proved beyond any doubt that the Cardholder/customer has not effected the transactions in question, the fact that the transactions have been effected via the ATMs with the use of a PIN will indicate that the Cardholder/customer has acted with gross negligence and consequently the Cardholder/customer will be accountable for all the transactions effected by the card via the ATMs until he notifies the Bank as mentioned above.

- (d) The Cardholder/customer must give to the Bank all the information in his possession as to the circumstances of the loss, theft or unauthorised use of the card or the disclosure of the PIN to a third person and must take all steps deemed necessary by the Bank to assist in the recovery of the missing card. In the event of any such loss, theft, unauthorised use or disclosure of the PIN being suspected, the Bank may provide the police with any information it considers relevant. If a card is reported by the Cardholder/customer as lost, stolen or liable to unauthorised use, that card must not subsequently be used but must be cut in half and returned immediately to Hellenic Bank Public Company Ltd, Card Services.

#### **4. AUTOMATIC TELLER MACHINES**

Special conditions for the use of Automatic Teller Machines (ATMs):

- (a) The Bank has no responsibility whatsoever for the use of the card by an unauthorised person in case the Personal Identification Number (PIN) becomes known to such a person. The Cardholder/customer must exercise all possible care to ensure the safety of the card and must prevent the PIN becoming known to any person.
- (b) The Bank shall not be liable for any transaction made through the ATMs with the Cardholder/customer's card. The Cardholder/customer will be fully responsible for any such transactions which are not subject to any objection.
- (c) The Bank shall decide the hours during which the ATMs shall operate as well as the transactions for which they may be used.
- (d) The Bank shall not be liable in any way if for any reason the ATMs are out of order.

#### **5. AMENDMENTS**

The Bank will have the right at any time to amend the present terms and notice for such amendments to the Cardholder/customer may be given in any way the Bank may deem appropriate and it will constitute a valid notice to each Cardholder/customer. The Cardholder/customer will have the right to terminate the present agreement within one month from receiving notice of any amendment. Continued use of the card after the pre-mentioned period will mean acceptance by the Cardholder/customer of the amended terms of the agreement.

#### **6. BANK CHARGES**

- (a) For cash withdrawals effected through an Automatic Teller Machine (ATM) of Hellenic Bank, there will be a charge as per the contents of **TABLE A** of paragraph 8, below.
- (b) For cash withdrawals effected through an Automatic Teller Machine (ATM) of other banks in Cyprus, there will be a charge as per the contents of **TABLE A** of paragraph 8, below.
- (c) For cash withdrawals abroad and irrespective of whether the withdrawal is effected through an Automatic Teller Machine (ATM) or otherwise, Bank charges will be applied as per **TABLE A** paragraph 8, below.
- (d) When the card is used by the Cardholder abroad, the amount of any transaction that was effected in a currency other than Euro will be converted by the international organisations VISA and/or Mastercard International, to the currency of the account that the Bank maintains with the said organisations, using the international market exchange rate of the currency prevailing at the time of processing of the transaction. When the currency of the Bank account as above is the same as the currency of the account of the Cardholder, no conversion is effected. When the currency of the transaction is the same as the currency of the account of the Cardholder, no conversion is effected. When the currency of the transaction is different than the currency of the account of the Cardholder, it will be converted to the currency of the account that the Bank maintains with the international organisations VISA and/or Mastercard International as above and thereafter it will be converted to the currency of the account of the Cardholder. For all transactions in currencies other than Euro and Swedish Crowns the account will also be charged with handling charges that are calculated on the transaction amount. Details of these charges are set out in **TABLE A** of paragraph 8 below. The said charges may be changed from time to time at the Bank's absolute discretion. Any such change of the said charges will be notified to the Cardholder by any means the Bank deems appropriate.
- (e) The Bank reserves the right to charge the Cardholder/customer with a subscription fee which appears in **TABLE A** paragraph 8, below.
- (f) The Bank reserves the right to charge the Cardholder/customer with any expenses relevant to the re-issuance /replacement of a card that has been lost, stolen, negligently damaged or its Personal Identification Number (PIN) has been lost. The charges are displayed in **TABLE A** of paragraph 8, below.
- (g) In cases where the card has expired, the Cardholder/customer may replace the card with a new one within six (6) months from the date of expiration of the card, provided that the remaining balance is over €8,50 and subject to a charge as per the provisions of **TABLE A** paragraph 8, below. Renewal of the card is not possible after the expiration of six (6) months from the expiration date of the card and the balance of the card will be refunded to the Cardholder/customer upon request provided it exceeds €35,00.
- (h) The Bank reserves the right to charge the Cardholder/customer with a loading / reloading fee which appears in **TABLE A** paragraph 8, below.

#### **7. COMPLAINTS PROCEDURE**

Any complaints concerning the use of card can be submitted in writing by the Cardholder/customer to the following address: Hellenic Bank Public Company Ltd, Card Services, 31, Kyriacou Matsi Ave., P.O.Box 24747, 1394 Nicosia. In case the Cardholder decides that his complaint has not been dealt with satisfactorily by the Bank, he has the right to file a complaint to:

- (a) the Service of Competition and Protection of Consumers of the Ministry of Trade, Industry and Tourism (if the Cardholder/customer is an individual).
- (b) a Special Committee of the Central Bank of Cyprus (if the Cardholder/customer is a legal entity).

8. The various charges and financial information which apply to the Hellenic Bank Cards are displayed in **TABLE A** which forms an integral part of this agreement.

Customer Full Name: \_\_\_\_\_ I.C. or Passport No.: \_\_\_\_\_

Profession: \_\_\_\_\_ Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

Card Number: \_\_\_\_\_ Loading Amount: € \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_