

## **3DS - Terms and Conditions of Use**

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SERVICE

AstroBank Public Company Limited offers more security to its Cardholders (as the term is defined herein below) for their Card Transactions (as the term is defined herein below) by authenticating their identity at the time of the purchase via 3DS (as the term is defined herein below). The use of 3DS is governed by the present Terms and Conditions, which form an agreement between AstroBank Public Company Limited and the Cardholder and are provided as special terms which apply in addition to the Bank's Debit/Credit Cards' Terms and Conditions signed and/or agreed and/or to be signed and/or to be agreed between the Bank and such Cardholder for the issue of a Card (as the term is defined herein below) and in force at any given time, unless otherwise provided herein.

### **1. DEFINITIONS**

1.1 "**Bank**" means AstroBank Public Company Limited, with registration no. HE189515 and includes its employees, successors and assignees and any person that acts in its or their behalf.

1.2 "**Call Center**" means the Customer Service Agents of AstroBank Public Company Limited, who offer 24hour support 7 days a week.

1.3 "**Card**" means any kind of Debit/Credit card (MasterCard, Visa) issued or to be issued by the Bank to a Cardholder.

1.4 "**Cardholder**" means the Main Cardholder and/or any Authorised Cardholder as these terms are defined in the Card Terms and Conditions signed and/or agreed and/or to be signed and/or to be agreed between the Bank and the Cardholder for the issue of the Card.

1.5 "**Card Terms and Conditions**" means the terms and conditions of use of AstroBank Public Company Limited Debit/Credit card signed and/or agreed and/or to be signed and/or to be agreed between the Bank and the Cardholder for the issue of a Card as these may be amended from time to time.

1.6 "**Card Transactions**" means the online purchase of goods and/or services from Participating Merchants and/or generally all facilities that the Bank provides and/or will continue to provide and/or will introduce in the future through and/or for the purposes of 3DS.

1.7 "**Verification Code**" means the security code, which is valid for one Card Transaction and for a limited time only during that transaction. The Bank will send to the mobile telephone number registered at any given time with the Bank by/ on behalf of a Cardholder, the Verification Code which the Cardholder will be asked to enter before every Card Transaction with a Card.

1.8 "**Participating Merchant**" means a merchant participating in 3DS.

1.9 "**3DS**" is the 3D Secure technology that is used by the Bank to protect Card Transactions.

1.10 "**Knowledge Based Authentication – KBA**", according to Payment Services Directive (PSD2) of EU, is a second level authentication which seeks to verify the identity of someone who has access to the websites of financial institutions or other providers of e-commerce transaction services.

1.11 «sKash» is an application through which AstroBank offers to its own customers, the ability to perform payment transactions via their mobile device through the use of mobile wallet.

Any and all words denoted in singular shall include the plural and vice versa and words denoting the male gender shall include the female and vice versa.

Any capitalised terms in these Terms and Conditions that not defined herein, shall have the same meaning attributed to them within the Card Terms and Conditions. Unless otherwise expressly stated herein, in the event of any inconsistency between the present Terms and Conditions and the Card Terms and Conditions, the terms and conditions of the latter shall prevail.

## **2. USE OF CARD AND 3DS**

2.1 A Cardholder may use a Card using 3DS during an online purchase from a Participating Merchant by entering a Verification Code.

2.2 The Bank will, during an online purchase from a Participating Merchant, send to the Cardholder an SMS with a Verification Code.

2.3 Before the Bank sends the Cardholder a Verification Code for an online purchase using 3DS, a message will appear on the screen showing the last digits of the mobile telephone number registered, at the time, with the Bank by the Cardholder.

2.4 If the last digits appearing per clause 2.3 above do not correspond to the ones of the Cardholder's mobile telephone number registered, at the time, with the Bank, the Cardholder may contact the Bank's Call Center at 800 11 800 (when calling from Cyprus) or +357- 22575555 (when calling from abroad).

2.5 If the Cardholder confirms that the last digits are correct, he may proceed with the online purchase by clicking on "CONTINUE". If the Cardholder chooses not to proceed with the transaction, he may select "EXIT" and the transaction will be terminated.

2.6 If the Cardholder selects "CONTINUE", then the Bank sends to his mobile number the Verification Code. The Cardholder enters the Verification Code on the screen.

2.7 Before selecting to receive the Verification Code, the Cardholder must read the Privacy Notice referred to in clause 4 herein below as well as agree and accept the present Terms and Conditions. The Bank shall assume that the Cardholder has read, agreed, and accepted the Privacy Notice as well as the present Terms and Conditions if he proceeds with submitting the Verification Code for approval. It is recommended that the Cardholder prints and keeps a copy of these Terms and Conditions for future reference.

2.8 An online purchase cannot be completed/ authenticated if the Verification Code is not correct.

2.9 If the Cardholder makes (3) failed attempts to enter the Verification code on the same or different Participating Merchant/s, the Card is blocked for 3DS online purchases.

2.10 Without prejudice to the provisions of the present Terms and Conditions, the Cardholder must follow all instructions and information he may receive throughout the online transaction regarding the use of 3DS and of an online Card Transaction with a Participating Merchant which shall be binding upon him.

2.11 For further information/assistance the Cardholder may contact the Call Center at 800-11-

800 (when calling from Cyprus) or +357-22575555 (if calling from abroad) 24 hours, 7 days a week.

### **3. KBA- Knowledge Based Authentication**

3.1 Knowledge-based authentication, commonly referred to as KBA, is a second level authentication which seeks to verify the identity of someone who has access to the websites of financial institutions or other providers of e-commerce transaction services.

3.2 KBA requires the individual seeking to conduct an electronic transaction to know personal information, so as to verify that the person providing the information is the owner of the identity.

3.3 When KBA method is applying, a keyword will be requested to be entered, which only the Cardholder will know and will use each time he/she proceed with an e-commerce transaction. Specifically, the first time a KBA authentication will be performed, the Cardholder will be prompted to enter a keyword. The keyword should be entered every time an e-commerce transaction is executed.

3.4 An online purchase cannot be completed/ authenticated, if the KBA keyword is not correct.

3.5 For the users of the «sKash» application, KBA authentication method will be performed through the sKash application. Specifically, during the execution of an e-commerce transaction, the system will prompt the Cardholder to the "sKash" application asking either to cancel or to authorize the transaction. By selecting 'cancel', the online transaction will end at this point, while by selecting "authorization", Cardholder will return to the web page where the e-commerce transaction is executed for the further stages and final completion of the transaction.

3.6 For further information/assistance the Cardholder may contact the Call Center at 800- 11-800 (when calling from Cyprus) or +357-22575555 (if calling from abroad) 24 hours, 7 days a week.

### **4. SECURITY**

4.1 The provisions regarding the obligations of the Cardholder to safeguard his Card and PIN which are referred to within the Bank's Card Terms and Conditions, apply with respect to 3DS as well.

4.2 If a Cardholder suspects or knows that someone other than himself may use or has used his personal data, including without limitation his mobile telephone number for generation of a Verification Code, he must immediately notify the Call Center of the Bank at 800-11-800 (if calling from Cyprus) or +357-22575555 (if calling from abroad) 24 hours, 7 days a week.

4.3 If the Cardholder suspects or knows that any unauthorized Card Transactions have been carried out, he must immediately notify the Bank as abovementioned.

4.4 If a Cardholder suspects or knows that someone other than himself may/or is aware of the

KBA keyword, he must immediately contact the Call Center of the Bank at 800-11- 800 (if calling from Cyprus) or +357-22575555 (if calling from abroad) 24 hours, 7 days a week.

4.5 The Bank has the right to immediately block a Cardholder's Card in the cases provided in sub-clauses 3.2 and/or 3.3 above.

4.6 The Bank is not liable for the misappropriation of a Cardholder's personal information data and/or misappropriation of Card details and/or fraud.

4.7 The Bank will never send the Cardholder an SMS containing links or files and/or asking to disclose or validate ANY of the Cardholder's personal data, including inter alia, Card numbers, verification codes (CVV2) and PINs or the KBA keyword.

## **5. PERSONAL DATA**

The Bank shall be responsible for the processing of personal data (as the term is defined in the GDPR) of the Cardholders in accordance with the applicable Personal Data legal framework including the Protection of Personal Data Law of 2001 (L.138(I)/2001) as amended or repealed and replaced from time to time and the General Data Protection Regulation 2016/679 ("GDPR"), as may be amended from time to time. More specifically, the Bank collects and further processes personal data of the Cardholder as set out in the Privacy Notice of AstroBank Public Company Limited ("**the Privacy Notice**"), as may be amended from time to time, constitutes an integral part of the present Terms and Conditions in relation to the processing of personal data and the rights of the Cardholders/natural persons in this respect, a copy of which was delivered and/or made available to the Cardholder. The Privacy Notice is also available at the Bank's Branches and/or official website of the Bank [www.astrobank.com](http://www.astrobank.com).

## **6. LIABILITY AND DISCLAIMER**

6.1 The Bank will not be liable for any loss and/or damage caused to a Cardholder from use of 3DS in breach of any provision/s of these Terms and Conditions by the Cardholder.

6.2 The Bank will not be liable for any loss and/or damage caused to a Cardholder from any delays and/or technical dysfunctions and/or failures of the internet and/or of the website of any Participating Merchant and/or of any electronic systems and/or software used for 3DS access by the Cardholder, including access to the website of any Participating Merchant, and/or from any virus to and/or affecting the aforementioned. It is the Cardholder's responsibility to safeguard against malicious transactions by implementing appropriate IT security mechanisms (such as antivirus software).

6.3 The Bank will not be liable if the personal data provided by the Cardholder when requested from the Bank are not correct and/or updated, and the Bank will not be liable for any loss and/or damage caused due to changes to such personal data for which a Cardholder has not made known to the Bank.

6.4 The Bank will not be liable for any loss and/or damage resulting from a Cardholder's delay or omission to notify the Bank for any suspected or otherwise unauthorised use of his personal data with and/or access to and/or use of 3DS.

6.5 The Cardholder will be liable for every use of the personal data he provided in relation to 3DS unless it is the result of fraud or gross negligence of the Bank or a third-party providing services to and/or acting as agent of the Bank and/or any subsidiary and/or affiliate company of the Bank for the purposes and/or in the context of providing 3DS.

6.6 The Bank has no control over and cannot and will not warrant accessibility to or the safety of any Participating Merchant websites, whether these are accessed directly or through links on the official website or otherwise by or through the Bank. Such websites are constructed and designed at the exclusive discretion and with the exclusive liability of their owners and/or the persons maintaining them and the Bank cannot and will not censor or edit or approve or be responsible or liable for the content or privacy policies or practices of such websites and for the correctness, legality, complement, prominence and accuracy of information therein, or for the quality or fitness or attributes of products and/or services available from the proper persons in such websites and/or links, whether a Cardholder purchases same or not. Furthermore, the Bank will not be responsible or liable for faults in and/or bad administration of such websites and/or for any loss and/or damage to any user/ visitor including, without limitation by access to and/or use of software, information, services and/or products of such websites and/or links.

6.7 The Bank will not be liable for any disruption and/or failure to provide 3DS and/or any loss and/or damage to Cardholders from such disruption and/or failure, which is the result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), or other force majeure circumstances including inter alia, war, invasion, act/s of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity or telephone services. In such an event the Bank will take all reasonable steps to notify Cardholders and restore 3DS the soonest and minimise delay and/or damages caused by foreseeable events.

6.8 The Bank shall not be liable in the event of failure by the Cardholder to comply with its obligations pursuant to these Terms and Conditions, if such failure is due to abnormal /unforeseen circumstances outside the Bank's control, the effects of which cannot be avoided despite the Bank's efforts to the contrary, or to the Bank's obligations under European or national Law.

## **7. TERMINATION**

7.1 The Bank may suspend or terminate a Cardholder's use of 3DS immediately if the Cardholder informs the Bank to that effect or if the Bank is otherwise informed or suspects for any reason that:

(a) a person other than the Cardholder is attempting to use or is using or has used his personal data

(b) a Cardholder has breached these Terms and Conditions or the Card Terms and Conditions

(c) The Card Terms and Conditions of the Cardholder is terminated due to and as per the provisions in the Card Terms and Conditions and/or the Cardholder's Card is blocked or terminated, for any reason.

7.2 The Bank will terminate a Cardholder's use of 3DS immediately if required to do so pursuant to the provisions of any applicable law.

7.3 The Bank may immediately terminate the use of 3DS by a Cardholder if required to do so by any third party providing service to and/or acting as agent of the Bank and/or by any subsidiary and/or affiliate company of the Bank, for the purposes and/or in the context of 3DS.

## **8. AMENDMENTS**

8.1 The Bank has the right to make any amendments to these Terms and Conditions, by giving reasonable notice of such amendments to the Cardholder, either by sending such notice via post and/or e-mail address to the last known address/email address of the Cardholder and/or through announcements /notifications and/or by posting same on the official website of the Bank and/or by the presenting leaflets /letters at the branches of the Bank and/or via press publications and/or via SMS or telephone calls.

8.2 The Bank may proceed to make any amendments to these Terms and Conditions with immediate effect when such amendments are:

(a) made to update or improve the 3DS

(b) made in view of requirements imposed on the Bank for the purposes and/or in the context of Mastercard, Visa

(c) made in view of requirements imposed on the Bank by any third-party providing services to and/or acting as agent of the Bank and/or by any subsidiary and/or affiliate company of the Bank, for the purposes and/or in the context of 3DS

(d) required by the provisions of any applicable law or other regulatory requirement affecting the Bank.

## **9. GOVERNING LAW AND JURISDICTION**

These Terms and Conditions are governed by and are construed in accordance with Cyprus law and any dispute between the Bank and a Cardholder arising from or in connection with these Terms and Conditions shall be resolved by the Cyprus Courts.