

TERMS AND CONDITIONS OF THE USE OF THE CARD**IMPORTANT INFORMATION**

- | | |
|--------------------------------------|-----------------------|
| 1. Amount of credit advanced: | |
| 2. Period of Agreement: | ON DEMAND |
| 3. Number of Repayment Installments: | NOT APPLICABLE |
| 4. Amount of each Installment: | NOT APPLICABLE |
| 5. Total Amount Repayable: | NOT APPLICABLE |
| 6. Cost of this Credit (5 minus 1): | NOT APPLICABLE |
| 7. Annual Percentage Rate (APR): |% |

The APR has been calculated assuming a Credit Limit of EUR1000 and a Period of Agreement of one year.

NOTE: THE PRINCIPAL CARDHOLDER MAY BE RELEASED FROM THIS AGREEMENT AT ANY TIME WITHIN A PERIOD OF TEN (10) DAYS FROM THE DATE OF RECEIPT OF A COPY OF THE CARD AGREEMENT. PROVIDED THAT THE PRINCIPAL CARDHOLDER SHALL BE HELD LIABLE FOR ALL CARD TRANSACTIONS EFFECTED FROM THE DATE ON WHICH THE CARD AGREEMENT IS SIGNED.

The above APR does not take into account fluctuations that may occur in the interest rate and negotiation fees.

The percentage of the APR shall fluctuate in the event that any change is effected to the Bank's Base Rate, the margin, the repayment period, the amount and the frequency of payment of installments and of any other charges.

The Card is issued by Marfin Popular Bank Public Co Ltd and its use shall be subject to the following terms and conditions:

1. Definitions

In this text "Bank" means Marfin Popular Bank Public Co Ltd, 154 Limassol Avenue, Nicosia, Reg. No 1 and it include its successors, assigns and assignees. "Card" means Visa Card and / or MasterCard which may be a credit, debit or charge card or electronic card or cash withdrawal card or Chip Card and which is issued by the Bank to the Cardholder. "Cardholder" means the person for whose use the Card is issued by the Bank, which includes the Principal Cardholder. "Principal Cardholder" means the person in whose name the Card Account is held. "Card Account" means the account maintained with the Bank to enable the Card Transactions to be effected. "Card Agreement" means the agreement between the Bank and the Cardholder, which is given to the latter under term 12.5 below and includes the terms of the present application. "Card Transaction" means: a) generally the purchase of goods and/or obtaining of services through the use of the Card including use at the electronic payment systems at the Point of Sale (POS) or Chip and b) generally all the facilities and/or services which the Bank offers and/or will offer in the future either through its staff or through Automatic Teller Machines (ATMs), computer systems, internet or Laiki eBank, to the Cardholder with the use of the Card. "PIN" means the Personal Identification Number notified by the Bank to the Cardholder which is necessary for the use of the Card at ATMs, including transactions at Merchants using Chip Cards.

2. Operation of Card Account

- 2.1 The Bank will debit the Card Account with the amounts of all Card Transactions effected.
- 2.2 When the Bank authorizes Card Transactions, it may take into consideration any other transactions which have been made or authorized by the Bank, irrespective of whether such transactions have been debited to the Card Account or not.
- 2.3 The Principal Cardholder shall remain liable for the payment of all amounts debited to the Card Account, irrespective of whether a sale voucher has been signed or not or whether cash has been withdrawn.
- 2.4 The Card may be used up to the maximum limit, which appears in this Card agreement or up to any other limit in force from time to time as shall be notified to the Principal Cardholder. Further, for security purposes the Bank may impose transaction limits.
- 2.5 The Cardholder is not entitled to use the Card in excess of the available balance of the Card Account. If for any reason the Cardholder exceeds the available balance of the Card Account, the Principal Cardholder shall be obliged, upon demand by the Bank, to cover the excess amount plus interest and/or other charges in accordance with terms and conditions of use of the Card Account.
- 2.6 If a merchant issues a credit voucher in respect of a Card transaction, the Bank will credit the Card Account with the amount shown to be due on the credit voucher. Otherwise, the sums stated on the sale receipts shall be fully payable and no claim of the Cardholder against the merchant may be the subject of a set-off or counter claim against the Bank.
- 2.7 A payment made with a Card cannot be stopped.
- 2.8 The Bank shall not be liable in the event that the Card is not accepted by a merchant or if for any reason the ATM's are out of order or if for any reason a Card Transaction is not accepted by the ATM's or POS or any other means.
- 2.9 Where cash is deposited or bills are paid through the use of an ATM, the transaction date shall be considered to be the next banking business day after the day on which the ATM was used. Provided that the Card Holder shall be liable for the incorrect recording of the amount of the deposit or payment at the ATM.
- 2.10 It is at the Bank's absolute discretion to decide the hours during which the ATMs shall operate and the transactions for which they may be used.
- 2.11 The Bank may issue an additional Card in the name of any other person upon the request of such person and the Principal Cardholder. These terms and conditions as they shall be amended from time to time shall apply, and the Principal Cardholder shall be fully responsible for the additional Card. The Bank may cancel the additional Card upon either the Principal Cardholder's or the additional Cardholder's request in writing, and the return of the Card to the Bank.

3. Statement of Account

- 3.1 The Bank will send to the Principal Cardholder according to its Banking practice a statement of the Card Account at the address that has been notified to the Bank. The Principal Cardholder may request from the Bank in writing that the statement of the Card Account be sent at a different periodic interval than that defined by Banking practice.
- 3.2 The Principal Cardholder agrees to check in detail the statement of the Card Account whether it is sent to him by post or whether he has access to it through ATMs, the Internet or Laiki Telebank.
- 3.3 In the event that the Principal Cardholder does not agree with any Card Transaction the Bank must be informed within one month from the date on which the transaction was entered into the Card Account, otherwise it will be considered that he agrees with the transaction.

4. Payment

- 4.1 In the event that the Card is a credit card:
- (a) Where the whole payable amount appearing on the monthly Card Account statement is paid within 20 days from the issue date of the statement, NO INTEREST SHALL BE CHARGED for the Card Transactions effected during the immediately preceding month as these are shown in the relevant Card Account statement.
 - (b) In the event that the whole of the above amount is not paid, the minimum payable amount appearing on the Card Account statement shall have to be paid within 20 days from its issue date. In such event, the balance stated in the monthly Card Account statement shall be charged on a daily basis with interest at%.
 - (c) If any part of the abovementioned minimum payable amount is not paid to the Bank within 20 days from the issue date of the Card Account statement, interest at the rate of% shall be charged on the unpaid amount of the minimum payable amount and become due to the Bank.
 - (d) The Bank shall not capitalise interest more than twice a year.
 - (e) For the purpose of calculating the interest, the number of days of each month shall be taken into account, but for establishing the amount of the interest due, the divisor will be the commercial year comprising 360 days. The Bank has the right, at its discretion, to vary, at any time, within the framework of any monetary and credit regulations in force for the time being, market circumstances and the value of money, said Base Rate, the commission, the margins, any other charges or expenses, the method of calculation of said Base Rate, the time of its payment, and generally make any other variation. The Card Holder shall be notified of any such variation through announcement in the daily press or by written notice at the discretion of the Bank, and any such variation shall take effect from the date specified in the announcement or written notice.
 - (f) In the event that any payment into the Card Account is made by cheque, the Bank may not treat such payment as cleared funds until the cheque has been cleared and paid. In such event the payment date will be considered to be the date on which the cheque is cleared. Furthermore, the Principal Cardholder shall be liable to the Bank for any expenses and/or charges relating to the negotiation of the cheque in the event of non-payment of the cheque.
 - (g) Any payment towards the Bank will first be made against interest and/or other charges, and secondly against the debit amount which is charged to the Card Account.
 - (h) In the event of a cash withdrawal from the Card Account, interest will be charged on the amount withdrawn at the rate referred to in term 4.1(b) above from the date of the withdrawal.
- 4.2 In the event that the Card is a debit card:
- (a) The Card Account shall automatically be debited with all Card Transactions.
 - (b) Any interest payable and/or other charges or expenses shall be calculated in accordance with the terms of the Card Account.
- 4.3 (a) The amount owed to the Bank is payable on demand, or
- (b) whenever any of the following which constitute events of default occur(s):
- (i) where the Cardholder breaches any term of the Card Agreement or defaults in any material way.
 - (ii) where the Principal Cardholder fails to make payment to the Bank of any sum(s) payable under the Card Agreement or any other agreement.
 - (iii) where any representation, statement or guarantee, written or oral which has been made by the Cardholder to the Bank for the purposes of the Card Agreement, is or becomes untrue or has been made wrongfully.
 - (iv) if the Cardholder has become bankrupt or a bankruptcy petition or a legal proceeding is pending against him which may affect his ability to repay his debts to another creditor of his.
 - (v) if the Cardholder dies.
 - (vi) if a writ of movables has been issued or a court order or judgment for the sale of immovable property of the Cardholder.
 - (vii) if any event occurs which may affect any securities or guarantees which may have been given or which may be given in the future to the Bank as security for the Bank issuing the Card or granting to the Principal Cardholder any other credit facility.
- (c) (i) as soon as the abovementioned credit facility or any part of it is demanded by the Bank in accordance with term 4.3(a) above, or
- (ii) as soon as any of the abovementioned events of default in term 4.3 (b) occurs, the Bank shall have the right at the end of the notice period which must be granted in accordance with the Consumer Credit Law, to demand immediate payment of any amount owed to the Bank by the Principal Cardholder by virtue of the Card Agreement including interest charges, commission and other costs and expenses, which shall become due and payable and which the Principal Cardholder shall be obliged to immediately pay to the Bank. Failure of the Principal Cardholder to pay all amounts owed to the Bank immediately shall result in the said amounts bearing interest on arrears as from the date of demand and the Bank shall have the right to proceed by legal proceedings or otherwise against the Principal Cardholder for the recovery of the said amounts including any legal or other costs and expenses.

5. Fees, Expenses and Charges

- 5.1 The Bank has the right to debit the Card Account with charges, commissions and fees such as the amount of any initial and annual subscription fees, cash disbursement fees from ATMs, card reproduction/replacement fees, PIN reproduction fees, arrear charges, commissions and fees for transactions in foreign currency etc as they appear on the table of "Card Charges" which is included in the table of "Bank Interest and Charges" a copy of which is given to the Principal Cardholder. In the event of review of any of the above charges,

commissions and fees, the reviewed table of "Card Charges" shall be available at the Bank's branches and shall simultaneously appear on the Bank's website www.laiki.com or shall be notified to the Principal Cardholder in any other way. The Cardholder agrees to visit the Bank's website www.laiki.com or visit the Bank's branches or contact Laiki Telebank at least once a month, in order to obtain a copy of the amended table of "Card Charges". The Principal Cardholder is responsible for informing the additional Cardholder of the contents of the table of "Card Charges" as it shall be amended from time to time.

5.2 When the Card is used abroad, the amounts are converted into Euro using the exchange rate plus a fee, which is calculated on the Card Transaction amount. The conversion exchange rate may differ from the rate prevailing on the date of the Card Transaction.

6. Bank's Obligations

6.1 The Bank shall not disclose the PIN except to the Cardholder for whose use it has been issued.

6.2 The Bank shall not dispatch to the Cardholder any Card that has not been requested unless in replacement of the Card he already possesses.

6.3 The Bank shall maintain for a reasonable period of time internal records in order to trace any transactions made through the use of the Card and/or PIN and rectify any errors. Provided that the Bank shall not maintain records of any sale receipts of merchants concerning Card Transactions.

7. Cardholder's Obligations

7.1 The Cardholder must use the Card in accordance with these terms and conditions and any amendment thereof.

7.2 The Cardholder must take all reasonable steps to keep the Card and PIN safe and prevent their fraudulent use, and in particular:

- (a) must sign the Card with a ball point pen as soon as he receives it
- (b) must destroy the PIN notification slip immediately upon its receipt
- (c) must not allow any third person to use his Card and/or PIN
- (d) must not disclose the PIN to any third person
- (e) must not write down the PIN on the Card or on any item which the Cardholder keeps or carries with the Card

7.3 The Cardholder must notify the Bank without delay after becoming aware of:

- (a)
 - (i) the delay in receiving the Card and/or PIN
 - (ii) the loss or theft of the Card and/or PIN
 - (iii) the possibility that the Card and/or PIN are exposed to misuse
 - (iv) the possibility that the PIN is known by a third person
- (b) any unauthorized transaction entered in the Card Account
- (c) any error or other irregularity in relation to the operation of the Card Account by the Bank.

7.4 (a) Any notification under term 7.3 must be given to **the Bank**

Address: 154 Limassol Avenue, 2025 Nicosia ● P.O. Box 22032, 1598 Nicosia, Cyprus ● Telephone No.: 22552000

i. by visiting any of the Bank's branches during their working hours

ii. by calling Laiki Telebank at 8000 2000, (357) 22887766 if calling from abroad, during Laiki Telebank's working hours (7:45 a.m. - 21:15 p.m.),

iii. where the Card is lost or stolen through Laiki Telebank(IVR system), tel. 8000 2000, (357) 22887766 if calling from abroad, on a 24 hour basis where the Cardholder is a Laiki eBank subscriber.

iv. where the Card is lost or stolen through the internet at www.laiki.com on a 24 hour basis, where the Cardholder is a Laiki eBank subscriber.

(b) Notification for the loss or theft of the Card may be given:

(i) **by telephoning JCC Payment Systems Ltd, during non-working hours of Laiki Telebank**

Address: 1 Stadiou Street, 2571 Nisou, P.O. Box 21043, 1500 Nicosia ● Telephone No.: 22868100

(ii) **by telephoning VISA International**

Address: P.O. Box 39662, London W2 6WH, UK ● Telephone No.: 1(0) 410 581 9994 or 1(0) 410 581 3836

(iii) **by telephoning MasterCard International**

Address: Winghaven, 2200 MasterCard Blvd, O' Fallon, Mo 63366, USA ● Telephone No.: 1-636-722-7111

7.5 If any of the events under term 7.3 occur, the Cardholder must provide the Bank with all the information he knows in relation to the event and return the Card to the Bank immediately, having cut it horizontally on the embossed numbers. The Cardholder must take all steps considered necessary by the Bank for the prevention of any further damage and the Bank is entitled to provide the Police with any relevant information.

8. Cardholder's Liabilities

In the event that the Card and/or PIN are lost or stolen or otherwise exposed to misuse, prior to notifying the Bank of such loss or theft or exposure to misuse, the Principal Cardholder shall be liable for damages up to the sum of EUR150. Provided that in the event that due to gross negligence the Cardholder has not complied with terms 7.1-7-4 above, the Principal Cardholder shall be liable for damages up to any amount. Provided that the Principal Cardholder shall be liable for any damages sustained as a result of the use of the Card and/or PIN by any person who obtained possession or control of them with the express or implied consent of the Cardholder or where the Cardholder acted fraudulently or with gross negligence.

9. Bank's Liabilities

9.1 In the event that the Card and/or PIN are used after the oral or written notification to the Bank of their loss or theft or otherwise exposure to misuse, the Bank shall be liable for any amount of damages.

9.2 In the event that the Card is used without the Cardholder's authorization, the Bank shall be liable for any amount of damages despite the fact that the Card is in the Cardholder's possession.

9.3 Subject to terms 7.1-7.4 and 8 the Bank shall be liable for the non-execution or the incorrect execution of the Card Transactions made through ATMs provided that it has received the Cardholder's complete and accurate instructions for their execution.

9.4 Subject to terms 7.1-7.4 and 8 the Bank shall be liable for Card Transactions executed without the Cardholder's authorization as well as for any error or irregularity attributable to the Bank during the operation of the Card Account.

9.5 The Bank's liability referred to in terms 9.3 and 9.4 extends to the amount of the Card Transaction not executed or incorrectly executed as well as to the sum required to restore the Cardholder to his position prior to the execution of the unauthorized Card Transaction.

10. Termination

10.1 The Card remains at all times the property of the Bank and the Cardholder must return it immediately upon request by the Bank.

10.2 The Principal Cardholder may, at any time and without notice terminate the Card Agreement, by surrendering the Card to the Bank, without this affecting the Principal Cardholder's liability in respect of any Card Transaction prior to termination. Provided that in such event any additional Card shall automatically be cancelled. In such an event, the Bank has the right to maintain the Card Account open for a period of 45 days from the date that the Card has been returned to the Bank.

10.3 The Bank may at any time and without notice, cancel or refuse to re-issue or renew or replace any Card, without effecting in any way the Principal Cardholder's liability for any previous Card Transaction.

11. Settlement of Disputes

11.1 Any complaints which concern transactions effected by means of credit cards which fall within the scope of the Consumer Credit Law of 2001, shall be investigated by the Competition and Protection of Consumer Service of the Ministry of Commerce, Industry and Tourism.

11.2 Complaints which do not fall within the scope of the Consumer Credit Law of 2001 shall be investigated by a Special Committee which shall operate under the auspices of the Central Bank of Cyprus upon receipt of a written application by the Bank or the Cardholder stating all particulars relating to the case.

12. Miscellaneous

12.1 The Bank reserves the right to introduce or withdraw any schemes for the use of the Card and to notify the Card Holder of such schemes in any way it decides.

12.2 Any notice or dispatch of a Card by the Bank to the Cardholder will be considered as delivered to the Cardholder if it has been sent or mailed to the address completed on the application form for the issue of the Card. In the event of a change in address, the Cardholder must notify the Bank in writing immediately.

12.3 The Bank may at any time and at its absolute discretion amend the terms and conditions of the Card Agreement upon providing one month notice to the Principal Cardholder. Upon receipt of such notification either through the post or through the internet or in any other way, the Principal Cardholder shall be deemed to have accepted the terms if he has not withdrawn within the one month period. The Cardholder agrees to visit the Bank's website www.laiki.com or visit the Bank's branches or contact Laiki Telebank at least once a month, in order to obtain a copy of these terms and conditions in the event that they have been amended. The Principal Cardholder must ensure that the additional Cardholder accepts and fully complies with the aforesaid terms and conditions and any amendment thereof.

12.4 It is understood that the Bank has the absolute right to set-off, without any prior notice to the Principal Cardholder, the amounts outstanding from the use of the Card and/or of any legal expenses with any amounts in any of the Principal Cardholder's accounts with the Bank.

12.5 The present application is signed by the Bank and the Cardholder and provided that the application is approved, each party receives a copy of the Card Agreement for their own safekeeping or use.

12.6 The Principal Cardholder has the right, within 10 days from the date on which the copy of the Card Agreement is received, to dissolve the Agreement unless he waives such right in writing. The right to dissolve the Agreement is exercised by serving or sending written notice to the Bank to this effect together with the Card cut horizontally across the embossed numbers.

12.7 The present application is governed by the Laws of the Republic of Cyprus and is subject to the jurisdiction of the Courts of the Republic of Cyprus.

12.8 The Cardholder states that he fully understands his right to review all aspects of the present application with a lawyer of his choice, that he had the opportunity to consult with a lawyer of his choice, that he has carefully read and fully understood all the terms and conditions of the present application and that he freely, voluntarily and in full comprehension of the same, enters into and signs the present application.

For more information contact LAIKI TELEBANK at 8000 2000 or on the internet at www.laiki.com