

TERMS AND CONDITIONS OF USE OF AstroBank Public Company Limited CORPORATE CARDS

With the present agreement, AstroBank Public Company Limited (HE189515) (henceforth "the Bank") with its headquarters in Nicosia, (Spyrou Kyprianou 1, 1065), provides to the Main Cardholder and (where applicable) the Authorised Cardholder the name/s of whom appear/s at the end of the present, the credit card with a credit limit up to the amount of subject to the following terms and conditions

DEFINITIONS

- In this text
"Bank" means the AstroBank Public Company Limited and it includes its successors and assigns.
"Card" means any kind of credit card issued or to be issued by the Bank to the Cardholder.
"Cardholder" means the Main Cardholder as well as, where applicable, the Authorised Cardholder who will be jointly and severally liable for all card transactions.
"Framework Contract" means the Payment Services' contract which is part of the Basic Terms and 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, including a Card Account.
"Main Cardholder" means the legal entity or company or partnership on whose instructions the Card was issued (irrespective of whether the card was issued to the Main Cardholder or to an Authorised Cardholder) and to whose account all the card transactions will be charged.
"Authorised Cardholder" means a legal or physical entity other than the Main Cardholder who is named as such in any kind of card issued by the Bank on the instructions of the Main Cardholder.
"Card Account" means the account maintained with the Bank in connection with transactions effected by the use of the Card by the Cardholder.
"Card Transactions" means the purchase of goods or the obtaining of cash or the provision of services and generally all the facilities, which the Bank provides and/or will continue to provide or will introduce in the future, either through its staff or via the Automatic Teller Machines (ATM) or merchant terminals or other terminals either through computers, computerised or electronic systems, or the Internet or through any other electronic system whatsoever.
"Personal Identification Number" (PIN) means the personal secret number, which is issued by the Bank to the Cardholder.
"Microenterprise" means an enterprise employing less than ten employees and whose annual turnover 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)

CARD'S TERMS OF USE

- These Terms of Use concern the use by the Cardholder of the Card granted by the Bank and are supplementary to the terms and conditions of the Framework Contract. In case of conflict between the present terms and the terms of the Framework Contract, the terms of the Framework Contract shall prevail. The Bank's cards may be used along with the PIN depending on the type of the Card to withdraw cash from the Bank's ATMs and from automated teller machines in Cyprus and abroad which bear the VISA sign. The cards may also be used for the payment of goods and services in Cyprus and abroad provided by suppliers that have the VISA sign and for the payment of goods and services through various channels (e.g. internet and telephone).
- The Cardholder's authorisation to effect a Card Transaction is communicated to the Bank upon receipt by the Bank of the order to effect a Card Transaction which is sent directly to the Bank by the Cardholder or through a beneficiary or through the Card Transaction Acceptance and Processing Company.
- The time of receipt of the payment order is considered to be the time at which the Bank receives the order to effect a Card Transaction communicated directly by the Cardholder or the beneficiary or through the Card Transaction Acceptance and Processing Company.
- The Cardholder has the right to revoke an order to effect a Card Transaction but not later than the time at which the order became revocable in accordance with the provisions of this paragraph. In case the order is given directly by the Cardholder, it becomes revocable upon its receipt by the Bank. In case an order for the effect of a Card Transaction is made by a beneficiary or through him, then it becomes revocable for the Cardholder as soon as the Cardholder communicates to the beneficiary the order for the effect of a Card Transaction or his authorisation for the effect of the Card Transaction.
- The Card, which bears amongst other information the name of the Cardholder, the number of the Card and the month at the end of which the Card expires, will always be the property of the Bank and the Cardholder is obliged to return the same as soon as the Bank so demands. Upon such demand for return of the Card, any usage of the Card by the Cardholder constitutes an illegal action. The Cardholder is liable in such instance for all the transactions done through the use of the Card until its return to the Bank.
- The Cardholder, is obliged to sign the Card (initial or upon renewal) immediately upon receipt with a ball-point pen at the space indicated for this purpose, and keep and maintain the Card in excellent condition for all the duration of its validity. The Cardholder has the exclusive responsibility for the authenticity of his signature. The Cardholder has the right to use the Card only within the period in which the Card is valid, as this is printed on the Card, within the agreed credit limit that will be granted by the Bank and for the use that will be permitted on every occasion by the Bank and only in accordance with these Terms of Use as they may be amended from time to time.
- The Cardholder is not allowed to use the card in excess of the credit limit of the Card Account as this is stated hereinabove. If, however, for any reason, the Cardholder exceeds the abovementioned credit limit, the Cardholder is obliged to settle at once the said unauthorised excess plus interest and/or any other charges. Any such amount in excess will be subject to excess charge calculated on the amount in excess and for the duration the account remains in excess. The excess charge shall be equal to the Default Interest Rate that is specified in the Banks Tariff Guide under the title Credit Cards which is available at the Bank's website www.astrobank.com (hereinafter "the Tariff Guide"). The Bank has absolute discretion whether or not to charge such an excess charge. The amount/percentage of the above-mentioned charge being presently in force is exhibited in the Tariff Guide.
- The Bank has the right, from time to time to issue new Cards in substitution of the existing ones. The new Cards may be of a different kind from the existing ones. Unless the cardholder is notified otherwise, the present terms and conditions will also apply to the new Cards issued in substitution of the existing ones. The Bank has the right to revoke the right to use the Card or to reject any application for approval of any particular Card Transaction or to refuse to reissue, renew or substitute that Card and shall notify the Cardholder of any such withdrawal or refusal, subject to the relevant provisions of the present agreement and of the Framework Contract.
- 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 terms and conditions of use of the Card will also apply for the use of the same by any such Authorised Cardholder but, in addition to any other right, the Bank will have the right, at any time, to cancel any Card issued to an Authorised Cardholder, upon the request of the Main Cardholder with the simultaneous return of the card to the Bank by the Authorised Cardholder. The Main Cardholder is jointly and separately responsible together with the Authorised Cardholder of the card for all the transactions effectuated with the use of the card either by the Main Cardholder or the Authorised Cardholders and they will also be responsible for all of their actions or omissions.

SAFE KEEPING OF CARD AND PIN

- The Bank will provide and communicate to the Cardholder (in a special security envelope) the Personal Identification Number (henceforth "the PIN"), which will completely replace the Cardholder's signature. For electronic transactions that require the use of PIN, the Cardholder will be provided with additional options of completing transactions according to the relevant special instructions.
- The Cardholder must ensure the safekeeping of the Card and must refrain from disclosing the Personal Identification Number (PIN) to any other person and especially:
 - he/she must always keep the Card in his/her possession.
 - on receipt of the document on which the PIN is notified, he/she must memorise the said PIN and destroy the document at once.
 - he/she must refrain from disclosing the PIN to any person, including the Bank personnel
 - not register the PIN in any way, which would allow it to be identifiable or in a way that can be identified or come to the knowledge of a third party and/or in a way that can be connected with the Card or the account of the Cardholder,
 - cover the keyboard while using the Card for cash withdrawals from ATMs.
 - comply with all the instructions communicated to him by the Bank from time to time in relation to the safe keeping of his/her Card and/or the PIN.
 - contact the Bank IMMEDIATELY as soon as any of the events described in paragraphs 16 and 20 below occur.
 - not disclose the PIN in case of effecting any transactions through the internet and use secured payment websites for the effect of any transactions.
 - inform the Bank in case of change of any of his contact details or his correspondence address.

RESTRICTIONS IN THE USE OF THE CARD

- Without prejudice to term 9 hereinabove and of the provisions of term 28(a) below, the Bank may suspend the use of the Card for reasons relating to:
 - card safety
 - a suspicion for use without authorization or for fraudulent use of the Card
 - a Card with a credit exposure, to a significantly increased risk of inability on behalf of the Cardholder to repay his debt.Under the terms of this paragraph, the Bank may suspend the use of the Card after giving a relevant written notice to the Main Cardholder before suspending the use of the Card or immediately after the suspension at the latest. The Bank does not have such obligation if such notification is in contrast with objective safety reasons or if this is prohibited by another provision of a Cypriot or Community law. Once the suspension reasons cease to exist, the Bank may revoke the suspension in the use of the Card or replace it with a new one.

LIABILITY FROM THE USE OF THE CARD OR THE PIN

- Despite any term or condition in this agreement which may provide to the contrary, the liability for all transactions incurred from the use of the Card either by the Main Cardholder or by the Authorised Cardholder will rest entirely with the Main Cardholder.

BANK'S OBLIGATIONS

- The Bank undertakes the obligations determined by clause 4.17.2 of the Framework Contract, which include, *inter alia*, the following:
 - not to disclose the PIN except to the Cardholder for whose use it has been issued.
 - not to dispatch to the Cardholder any Card that has not been requested unless in replacement of the Card he already possesses.
 - to 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.

THEFT OR LOSS OF CARD

- In the event of loss, risk on non-authorized use, damage or non-timely receipt of the Card or in the event that the Personal Identification Number has or it is believed to have been disclosed to and/or by any way became to the knowledge of a third party or Transactions not authorised or approved by the Cardholder are executed or any note in which



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the PIN is shown or written on another object on which the PIN is or might have been stored is lost or stolen or the Card has been lost or stolen or of the Cardholder becomes aware of any error or irregularity in relation to the operation of the Card Account then the Cardholder must immediately notify the Bank at any of the telephone numbers/addresses referred to herein below

Name: AstroBank Public Company Limited

Card Centre

1 Spyrou Kyprianou Avenue, 1065 Nicosia, Cyprus,

P.O. Box 25700, 1393, Nicosia, Cyprus,

Tel. 800 11 800 (from Cyprus) and + 357 22 575555 (from abroad)

It is noted that all calls to the aforementioned number are recorded for purposes of establishing the time at which the notice was given for any loss, risk on non-authorized use, damage or non-timely receipt of the Card.

or

Name: JCC Payment Systems Ltd. which constitutes a Card Transactions Acceptance and Processing Company

Stadiou 12571 Nisou,

P.O. Box 21043, 1500 Nicosia

Tel. 00357 22868100 (non-working hours of the Bank)

17. (a) Subject to the time framework referred to in paragraph 20(b) below, in case it appears that a Card Transaction was effected without the express or tacit authorization of the Cardholder, the Bank is obliged to immediately refund the Cardholder the amount of the Card Transaction and bring the Card Account to the state it would have been had the Card Transaction not been effected, after noting or being notified of the particular Card Transaction, except where the Bank has reasonable grounds for suspecting fraud, in which case it communicates those grounds to the Central Bank of Cyprus. It is agreed that in cases where a Cardholder is not a consumer or a Microenterprise and the Cardholder shall be fully and exhaustively liable for all and any damage that may arise as a result of the unauthorised use of a lost or stolen Card or where the Cardholder or the Authorised cardholder has acted fraudulently or has failed to fulfil one or more of the obligations set out in clauses 12 and 16 herein, with intent or gross negligence.
- (b) Notwithstanding sub-paragraph (a) hereinabove, where the Cardholder is a consumer or Microenterprise, the Cardholder shall be charged with an amount up to 50 euro for damage as a result of payments effected without his authorization provided the following conditions are fulfilled:
- the damage is a result of the use of a lost or stolen or misappropriated Card and the Cardholder could have detected the loss, theft or misappropriation of the Card prior to the Card Transaction.
 - The damage was not caused by acts or lack of action of an employee, agent or branch of the Bank or of an entity to which its activities were outsourced.
 - The Bank provided the appropriate means which allow the reporting at any time of the Card's loss, theft, interception or exposure to abuse.
 - The damage is a result of the use of the Card until the time at which the Cardholder notified the Bank in accordance with article 16 hereinabove.
- (c) Notwithstanding sub-paragraphs (a) and (b) hereinabove, the Cardholder shall be charged with the entire damage from Card Transactions effected without his authorization provided the following conditions are fulfilled:
- the damage is a result of violation, on behalf of the Cardholder with intent or serious negligence, of one or more of the obligations referred to in clauses 12 and 16 hereinabove.
 - The Bank provided the appropriate means which allow the reporting at any time of the Card's loss, theft, interception or exposure to abuse.
 - The damage is a result of the use of the Card until the time at which the Cardholder notified the Bank in accordance with article 16 hereinabove.
- (d) Notwithstanding subparagraphs (a), (b) and (c) hereinabove, the Cardholder shall be charged with the entire damage from Card Transactions effected following a fraudulent action on his behalf.
- (e) It is agreed that the Bank shall bear no responsibility as mentioned in this paragraph as long as the Cardholder is not a consumer or a Microenterprise and in such case the Cardholder shall bear responsibility for any damage which may arise as a consequence of his negligence. It is further agreed that as long as the Cardholder is not a consumer or a Microenterprise, the Bank shall not bear the burden to prove that this was accurately entered into the accounts and not affected by a technical failure or other malfunction.
- (f) The Cardholder must give to the Bank all information in his possession regarding the circumstances of loss, theft or unauthorised use of the card or the disclosure of the Personal Identification Number (PIN) to a third party and must take all measures deemed necessary by the Bank to facilitate the recovery of the lost card. In the event of such loss, unauthorised use or possible disclosure of the Personal Identification Number (PIN), the Bank may give to the Police any information, which the Bank considers relevant. Where the Cardholder reports a card lost, stolen or open to non-authorized use, then the Card should not be used again and it should be cut in two parts and returned immediately to the Card Services Department of AstroBank Public Company Limited.
- (g) The Bank has the right to debit the Cardholder with charges regarding the re-issuance of the card, which has been lost, stolen or destroyed as a result of the Cardholder's acts or omissions, as well as with charges regarding the re-issuance of the Personal Identification Number (PIN) which has been lost. The amount of such charges is exhibited in the Tariff Guide and may vary from time to time at the Bank's discretion. Any such variation of the changes will be notified to the Cardholder by any means deemed appropriate by the Bank.
18. a) Where the Cardholder is a consumer or Microenterprise, the Bank is obliged to refund the Cardholder the entire amount of the Card Transaction effected following an authorization of the Cardholder provided that the following conditions are cumulatively fulfilled:
- The Card Transaction was effected by a beneficiary or through a beneficiary and it has already been effected.
 - The Cardholder submits a relevant request within eight weeks from the debit date.
 - The exact amount of the payment transaction has not been determined during authorization, and
 - The amount of the Card Transaction exceeds the amount which the Cardholder would have reasonably expected taking into account his usual expenses, the terms of this agreement and the conditions of this specific Card Transaction. Provided that the Cardholder cannot invoke reasons related to foreign exchange conversion as long as the reference exchange rate agreed with the present agreement has been applied. The Cardholder is obliged to provide relevant information upon the Bank's request. Within ten working days from receiving such refund request, the Bank either refunds the Card Transaction amount or justifies the refusal for refund, indicating to the Cardholder the authority to which he may lodge a complaint and the body to which he may appeal for out-of-court dispute resolution.
- b) The Cardholder is not entitled to a refund in case the following conditions are fulfilled:
- The Cardholder directly authorized the Bank to effect the payment transaction, and
 - The information for the future payment transaction has been provided or placed at the disposal of the Cardholder by the Bank or by the beneficiary, in writing or orally, as agreed, at least four weeks prior to the debit date.
- c) It is agreed that the Bank shall bear no responsibility as referred to in this paragraph in case the Cardholder is not a consumer or a Microenterprise.

STATEMENTS OF ACCOUNT

19. As concerns any Card Transactions that have been affected with the use of the Card, the Bank will mail a monthly statement of account to the Cardholder at the address given to the Bank or in the event the Cardholder is a subscriber to the winbank service, the monthly statement of account will be provided through the winbank service. The statements of account will also include the yearly subscription fee and all charges which are presently in force and which are exhibited in the Tariff Guide. The balances of the statements of account will have to be repaid according to the terms and conditions of the operation of the card account as follows:
- (a) If the card is a credit card, the Cardholder will pay to the Bank the minimum installment appearing on the monthly statement of account within the period stated in the statement of account. The Cardholder may, if he so wishes, pay any amount over the amount appearing as the minimum installment.
- (b) If the card is a charge card, the Cardholder must repay the whole sum appearing in the statement of account within the period referred to in the said statement of account.
20. The Cardholder must inform the Bank at once and without delay as soon as he realizes:
- a) The entry into the Card's Account of any Card Transaction effected without his authorization. Any error or other abnormality in keeping the Card Account by the Bank.
- b) The Cardholder may request rectification from the Bank provided as soon as he is informed of any Card Transaction effected erroneously or without authorisation which establishes a relevant right including those referred to in paragraph 18 hereinabove, he notifies the Bank without undue delay on becoming aware of any such transaction and no later than 13 months as the case may be, from the debit or credit date. Provided that the deadline of 13 months does not apply if the Bank neither provided nor rendered available the information for the Card Transaction as it owed to. It is agreed that in case the Cardholder is not a consumer or a Microenterprise, the aforementioned deadline will be for a time period of 60 days instead of 13 months.
21. The Bank cannot in any way be held responsible if the Card is not accepted by any third party. Subject to the provisions of paragraph 18 hereinabove, any dispute between the Cardholder and a third party, as regards the Card Transactions, cannot in any way affect the Cardholder's obligation to pay to the Bank any debt which arises or is related to the use of the Card and no claim or counterclaim of the Cardholder against a third party shall constitute a defence or a counterclaim against the Bank.

MONTHLY INSTALLMENTS

22. The Bank is not obliged to accept payments which are less than the minimum monthly installment appearing as due on the statement of account; in the event that the Bank does accept such a payment, it will impose charges on arrears on the due balance. The sum/percentage of such charges being presently in force is exhibited in the Tariff Guide. It is understood that such charges as described hereinabove in this paragraph will be charged upon the due sum and in cases where no payment has been made, interest will be charged upon the charges described hereinabove as provided for in paragraph 24 (a) and (b) herein below.
- Furthermore, the Cardholder will be charged with administrative fees for each letter from the Bank with which he is called to repay any overdue installments. The administrative fees in question amount, at present, to the sum that is set out in the Tariff Guide.
- In case the amount paid is not equal to the minimum monthly installment appearing as due on the statement of account until the recorded due date, or any other period set by the Bank, the Main Cardholder shall be charged the Default Interest Rate as this is specified to the Tariff Guide
- The **Default Interest Rate** has been calculated and determined by the Bank taking into account the following parameters:
- (a) the increased credit risk undertaken by the Bank as a result of the arrears in the Cardholder's credit facilities
 - (b) the increased administration and monitoring costs as a result of the arrears in the Cardholder's credit facilities.
 - (c) the refinancing costs and increased capital requirements as a result of the arrears in the Cardholder's credit facilities
23. The payment of the Card may be made in the following ways:
- a) through direct debit
- b) at any Branch of the Bank
- c) through E-banking.
- The value date of the credit of the Card Account is the same as the debit date of the Cardholder's current account.
24. (a) Interest will be calculated in accordance with and/or based on the interest rate notified from time to time by the Bank for card transactions and will be capitalised as provided for in the Liberalisation of Interest Law. The interest rate, which is presently in force, is exhibited in the Bank's Tariff Guide. The Bank may vary, at its discretion,

- the said interest rate and in such a case the Bank will notify the Cardholder of the variation in the interest rate with a relevant notice in the monthly statement of account which will be sent to the Cardholder or by any other means that the Bank deems appropriate.
- (b) For the purposes 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 calendar year comprising 366 days.
 - (c) If the whole outstanding balance appearing in the monthly statement of account as being due is repaid within the period shown in the statement of account, then there will be no charge of interest for the said month as regards the transactions that have been carried out during that month for which the statement of account was issued nor for the outstanding balance due from previous months.
 - (d) The Bank has the right to impose charges for the transfer of money to the account in which the repayment amounts will be deposited. The said charges reach the sum/percentage mentioned in the Tariff Guide.
25. Any payments to the Bank made in the card account will be used for the repayment of sums according to their date of entry in the statement of account.
 26. In the event that the 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 in which the cheque is cleared. If the said cheque is not honoured upon its first presentation, then the Cardholder will be charged with handling charges, which presently reach the amount/percentage as exhibited in the Tariff Guide.
 27. In the event that the card outstanding balance becomes due and payable as stated herein below and the Cardholder refuses and/or omits to repay the same within the time limit fixed in writing by the Bank and as a result the Bank is forced to take legal action against him to recover the sums owed, then the Cardholder will be liable for any fees and/or costs incurred, legal or otherwise.

TERMINATION, CANCELLATION OF THE AGREEMENT

28. (a) Anyone of the following may constitute an event of default which entitles the Bank to terminate the present agreement upon occurrence of the following events:
 - i. If the Cardholder omits to pay any amount due towards the Bank by virtue of the present or any other Agreement according to the time and manner determined by the Bank in the present Agreement and/or where the Cardholder is classified on non cooperative regarding the payment of his debts to the Bank or
 - ii. If the Cardholder omits to pay any amount due towards the Bank or any other Financial Institution or Organization and such amount becomes immediately due and payable towards such other Bank or Financial Institution or Organization or
 - iii. In the event the Cardholder is in breach, for any reason whatsoever, of any other term of the present Agreement and/or of any term included in any other related documents that have been signed in relation to the present Agreement and/or of the terms of any other agreement between him and the Bank whereby the Bank has agreed to grant to the Cardholder any loan or credit facility, including any undertaking and/or letter of offer and/or under any agreement/document/security agreement or
 - iv. If any guarantor and/or security provider of the Cardholder infringes and/or neglects and or fails to comply with all or any of the terms or with all or any obligations arising out of any agreement in which he is a part, or
 - v. When any representation, statement or guarantee, either written or oral, given or considered as given by the Cardholder and/or any guarantor and/or any security provider of the Cardholder towards the Bank for the purposes of the present Agreement is or becomes false or was made irregularly or
 - vi. If the Cardholder and/or any of the guarantors and/or security providers of the Cardholder becomes bankrupt or is or becomes incompetent to repay his debts, serviced with a notice in relation to his bankruptcy, an application was submitted or any other measures were taken in relation to his bankruptcy, if any legal demand for payment was submitted to any court or committee of relevant jurisdiction, the Cardholder and/or any of the guarantors and/or security providers of the Cardholder ceased conducting business, an administrator was appointed in relation to the whole or any part of his property or Director and receiver or any other similar person, a procedure for bankruptcy is pending, an agreement or understanding with the Cardholder's and/or any of the guarantors and/or security providers of the Cardholder's creditors is imminent, the Cardholder and/or the guarantor and/or the security provider of the Cardholder ceased or threatens to cease to make any payments, a constraining order has been issued against the Cardholder, including but not limited by the generality of the above mentioned to the issuance of any temporary order against him or
 - vii. If the Cardholder and/or any guarantor and/or any security provider of the Cardholder receives or permits to receive any measures or any legal proceedings or any measures or any proceedings by any person subject to which any property or assets of the Cardholder and/or any guarantor and/or any security provider of the Cardholder is assigned or may be assigned or transferred in any way or delivered to any receiver, assignor, liquidator, administrator or any other similar person, whether this person has been appointed by the Cardholder and/or any guarantor and/or any security provider of the Cardholder or the court or by any other person or
 - viii. If the Cardholder and/or any guarantor and/or any security provider of the Cardholder dies or becomes mentally incapable or
 - ix. If at any time the fulfilment by the Cardholder of any of his liabilities subject to the present Agreement or any security or guarantee that has been given or will be given in favour of the Bank in relation to the loan is or becomes illegal or
 - x. If any liability of the Cardholder for money borrowed or subject to any guarantee or indemnity is not fulfilled at the time when this fall due or
 - xi. If any governmental or other permission, authorization, approval or exception required for the Cardholder to fulfil any of his liabilities subject to the present Agreement is repealed or amended in any way that may have a material adverse effect on the Cardholder and/or any guarantor and/or any security provider of the Cardholder and/or their ability to perform their obligations arising out of the present Agreement or any other document/agreement with or towards the Bank or
 - xii. If any court judgment is issued, or decision/order of any other body competent for issuing such decision/order (including without limitation, any governmental or municipal or other authority) which is likely to have a significant negative effect on the rights or interests of the Bank as lender based on the present agreement or any other agreement between him and the Bank and on the ability of the Cardholder or any security provider or guarantor to perform his obligations under this Agreement or any other agreement/document with/towards the Bank or
 - xiii. If the Cardholder, or any security provider or guarantor is merged with any other company or institution or if any measures are taken for the strike-off of the Cardholder or any other security provider or guarantor from the Company's Registrar or
 - xiv. If any security or guarantee given or to be given in favour of the Bank in relation to the loan or any material terms of it cease to exist for any reason and at any time, declared void or voidable or repudiated by any of the parties (except the Bank) or the validity or enforceability of any such security or guarantee is disputed at any time by any party (except the Bank) or if any such party denies any liability derived from this Agreement or give notice of termination of his liabilities subject to such security or guarantee or
 - xv. If the Cardholder repudiates the present Agreement or acts or causes any action or matter that reveals his intention to repudiate the present Agreement or any legislation is enacted the result of which will be to contest the validity and enforceability of the present Agreement or any of its terms or
 - xvi. If the Cardholder permits or allows or omits to take any action which according to the Bank's judgment place the in danger the surety created by any security or guarantee provided or to be provided in favour of the Bank in relation to the loan or
 - xvii. If at any time it is proved/revealed that the Cardholder has deliberately or knowingly withheld or falsified information at the time of his application for granting the present facility which would affect the Bank's decision for the granting thereof, or
 - xviii. If in the Bank's opinion, the continuation of cooperation with the Cardholder endangers or is likely to expose the Bank to fines or penalties or other reprimand by any Governmental or supervisory or regulatory and/or other authority or
 - xix. If the Cardholder, or any guarantor or security provider fails and/or neglects to comply with any "Know your Customer (KYC) Procedure" or other similar procedure identification procedure and/or neglects and/or denies, at the Bank's request, to submit any documents, information and/or other data required by the Bank or
 - xx. If anything occurs that might affect any securities given or will be given in favour of the Bank in relation to the present card.
 - (b) Despite all that mentioned in the paragraph 28(a) above, the Bank will have the right anytime for a justifiable for the Bank reason (e.g. delay in the payment of amounts due, not keeping agreed framework, e.t.c) upon expiration of a two-month period where the Cardholder is a consumer or Microenterprise or with shorter or without notice where the Cardholder is not a consumer or Microenterprise, to terminate the agreement and demand from the Cardholder immediate payment of all outstanding balances including any installments pending that have not yet been debited in the Card Account, and such a sum will become due and payable and the Cardholder will have to pay immediately to the Bank the said sums due including charges, fees and other expenses. Any failure by the Cardholder to make such an immediate payment will give the right to the Bank to demand in Court or otherwise the payment of the debt, plus interest, plus Court and other expenses of any nature until full and final settlement is reached. Provided that as soon as the Bank requests from the Cardholder to return the Card, he will do so immediately. The entire debit balance of the Card Account shall immediately become due and payable in case of bankruptcy or death of the Cardholder. Provided that in such case, the Card must be returned immediately to the Bank.
29. In case the balance of the Card becomes due and payable as shown above and the Cardholder refuses and/or fails to settle it within the deadline set in writing by the Bank and as a result thereof the Bank is obliged to take legal action in order to recover the amount due, then the Cardholder shall be responsible for any expenses which may incur, legal or other.
 30. In the event that the Main Cardholder wishes to terminate the card account, then he should:
 - (a) Send to the Bank a written notice of termination with at least one-month notice and return immediately the Card to the Bank or any other Card granted by the Bank upon his request to an Authorised Cardholder.
 - (b) Fully pay the balance of the Card Account including interests, fees, costs and charges up to settlement day. Subject to the aforementioned provisions, these Terms of Use shall apply until full and final settlement of the Card Account.
 - (c) Make sure that there will not be any Card Transactions after the date of termination and cancel any standard orders for Card Transactions with interested third parties.
 - (d) Keep for a period of at least two (2) months from the date of termination and return of all Card/s to the Bank sufficient funds in the Card Account for the purpose of meeting any claims which might result from the use of the Card before or upon its return and which have not been presented to the Bank for payment before or upon the return of the card. If the opposite event occurs, the Cardholder is obliged, upon request to immediately pay for any Card Transactions charged in the Card Account after the termination, plus any interest thereon.
 - (e) Pay the Bank the Card termination charge (if any) shown in the Bank's list of charges. It is provided that, where the Cardholder is a consumer or Microenterprise, the termination of this agreement shall be free of charge for the Cardholder, where the agreement has been in force for more than 6 months.
 - (f) In case of imposition of charges at a regular basis for the provision of the Card, where the Cardholder is a consumer or Microenterprise, the Cardholder owes only the charges corresponding to the time until termination and the Bank is obliged to refund any advanced charges which correspond to the time after termination. Where the Cardholder is not a consumer or Microenterprise, such charges shall be payable for the duration of the current year and, if such charges were paid in advance, those shall not be reimbursed.
 31. The Cardholder has the right, within ten (10) days from the date of receipt of the original agreement or copy thereof, to terminate the said agreement. This right is exercised with the service or mailing of written notice to this effect to the Bank.

RIGHT OF WITHDRAWAL

32. The Cardholder has the right, within 1 (one) day from the date of receipt of a copy of this agreement, to withdraw from it by the service or mailing of a written notice to this effect to the Bank, at the address mentioned in paragraph 46 of the present agreement, prior to the expiry of the above mentioned deadline.
- In the event of exercise of the above mentioned right of withdrawal, the Cardholder shall pay to the Bank the capital and the interest accrued thereon from the date the credit facility was drawn down until the date the capital is repaid without any undue delay and not later than 30 days after the dispatch of the notification of withdrawal to the Bank as provided in the paragraph above. In such case the interest shall be calculated on the basis of the agreed interest rate.
- It is understood that the withdrawal by the Cardholder shall be of no effect if the above conditions are not followed within the deadline mentioned above and the present agreement will remain in effect.
- The Bank shall be entitled to compensation for any non returnable fees paid by the Bank to any Governmental Department.
- It is understood that if an ancillary service relating to the present agreement is provided by the Bank or any third party on the basis of an agreement between the third party and the Bank, the Cardholder, shall no longer be bound by the ancillary service agreement if he/she exercises the right of withdrawal from the present agreement in accordance with the provisions of the present paragraph.

OPERATION OF THE CARD ACCOUNT

33. The Bank will charge the Card Account with the sums corresponding to all the transactions effected by the Main Cardholder. The Main Cardholder will be responsible for the payment to the Bank of all the sums which will be charged as mentioned hereinabove, irrespective of whether the Main Cardholder has signed the sale slips or cash withdrawal receipts. It is understood that the Bank will have the absolute right to set off with reasonable notice to the Main Cardholder, all the debts or sums that resulted from the use of the card as well as all the legal fees and expenses, against any credit balance or account that the Main Cardholder maintains with the Bank.
34. When the Card is used by the Cardholder abroad, the transaction amounts are converted by VISA Europe to Euro, using the exchange rate prevailing on the date the transaction is processed by the said organization. When the account of the Cardholder is maintained in a currency other than Euro, conversion takes place by the Bank, from Euro to the currency of the account, using the current exchange rate defined by the Bank on the date of posting the transaction in the Cardholder's account. In all cases of transactions in a currency other than Euro, a transaction charge is also charged on the account in a foreign currency calculated based on the amount of the transaction. Details for the said transaction charge are given in the Tariff Guide. 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 that the Bank deems appropriate, as per clause 49 herein below.
35. The Bank shall not in any way be held responsible if any third party does not accept the card. Any conflict between the Cardholder and such third party, as concerns a card transaction, shall not in any way affect the liability of the Cardholder to pay to the Bank any amount due which was incurred by or is connected to the use of the card and any claim or counterclaim by the Cardholder against a third party shall not constitute a defence or counterclaim against the Bank.
36. The sums appearing on the sale slips shall be payable in whole and any claim by the Cardholder against a third party/business shall not constitute the cause of a set off or a counterclaim against the Bank except in the case where such third party/business issues a refund receipt regarding a particular card transaction, in which case the Bank will credit the Cardholder's account with the amount appearing as payable on the refund receipt.

PERSONAL DATA

37. The Bank shall be responsible for the processing of personal data 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 this 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"), which in its present form and/or as may be amended from time to time, constitutes an integral part of the present Terms and Conditions with relation to the processing of personal data and the rights of the Cardholder/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

AUTOMATIC TELLER MACHINES

38. Special terms in force for the use of Automatic Teller Machines (ATMs):
- (a) The Cardholder is obliged to take all the necessary precautions to ensure the safe keeping of the card and prevent the disclosure of the PIN to any person.
- (b) In the event that the Cardholder uses the Card for the withdrawal of cash in excess of the available account balance fixed by the Bank, he should deposit the said sum within the time limit said by the Bank and in the event of excess without the Bank's acquiescence, payment should be made immediately.
- (c) The Bank sets the timetable for the operation of the Automatic Teller Machines (ATMs) as well as for the transactions allowed through the ATMs.
39. The Bank shall not be liable if for any reason the Automatic Teller Machines (ATMs) are out of order/not in operation.

PROCEDURE FOR SOLVING COMPLAINTS AND DISAGREEMENT

40. Any complaints concerning the use of the Card, besides the questioning of the account statement that is mentioned in Terms 20 and 21 above, can be submitted in writing by the Cardholder to the following address:
AstroBank Public Company Limited
Card Centre
1 Spyrou Kyprianou Avenue, 1065, Nicosia, Cyprus
P.O. Box 25700, 1393 Nicosia, Cyprus
- 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, *inter alia*, to:
The Central Bank of Cyprus which is the competent supervisory authority, and may organize an out-of-court dispute resolution in accordance with the Payments Services Law. Moreover, any complaints in respect to the use of a Card may be submitted as described by clause 4.27 of the Framework Contract.

GUARANTEE

41. This credit agreement shall be secured by blocking of the account no 1814961, and/or under any other new number allocated, for the amount of €25.000 plus interest and expenses.
Any other security will remain as already communicated to the Cardholder.

CHANGE OF ADDRESS

42. In the event that the Cardholder's address changes, the Bank must be notified by phone or in writing.

AMENDMENTS

43. The Bank has the right, at any time, to amend the present terms, including and without prejudice to the aforementioned, the terms concerning the limit granted, the amount or percentage of any fees, charges, costs or expenses or the Default Interest (always within the relevant legal framework being in force from time to time) and notice of such variation and/or amendment shall be communicated to the Cardholder by any means (including an announcement in the daily press or the Bank's website or the statement of account) deemed appropriate by the Bank 2 (two) months prior to the date at which such amendment will enter into force where the Cardholder is a consumer or Microenterprise or with shorter or without notice where the Cardholder is not a consumer or Microenterprise. Such amendment shall be applicable from the date specified in the announcement or notice. In case the Bank notifies the Cardholder that such amendment, as described above, will enter into force, the Cardholder shall have the right to withdraw from the present agreement by delivering a written notice for this purpose to the Bank. The continuous usage of the Card after the amendment enters into force and the Cardholder not having withdrawn in any way shall create a conclusive evidence that the Cardholder accepts the terms as these have been amended and will be bound by them.
- Such amendment as mentioned in the previous paragraph shall be considered as delivered to the Cardholder if it has been delivered personally to the Cardholder, sent or mailed to the last known mail address of the Cardholder, or sent through electronic mail (e-mail) to the last known e-mail address of the Cardholder or through the Bank's website www.astrobank.com or through account statements or through the press.

Irrespective of the aforementioned, the Bank reserves the right to amend at once and without notifying the Cardholder the method of foreign exchange conversion into Euro. These changes shall become available through the Bank's website www.astrobank.com

The Main Cardholder hereby undertakes to keep always informed the Authorised Cardholder about any amendment of the terms and conditions of this Agreement as well as of any amendment in the Tariff Guide.

COMMUNICATION

44. Unless otherwise provided in this Agreement, every notice under this Agreement may be sent to the Cardholder with ordinary mail or with a letter given by hand at the last known address of the Cardholder given to the Bank. Every notice sent by the Cardholder to the Bank shall be sent at the Bank's address mentioned above or at any other address which may be communicated by the Bank to the Cardholder in any manner that the Bank may deem fit including a press release:
AstroBank Public Company Limited
Card Centre
1 Spyrou Kyprianou Avenue, 1065, Nicosia, Cyprus
P.O. Box 25700, 1393 Nicosia, Cyprus
- Any other information which the Bank is obliged to provide the Cardholder shall become available:
- (a) either in writing by sending by post a printed monthly statement of the Card Account to the Cardholder with all Card Transactions effected from the use of the card, and/or
- (b) electronically through the winbank service in case the Cardholder enjoys such service and has connected the Card Account to this service or
- (c) orally or in writing at any branch of the Bank or at the Bank's Card Service or
- (d) in any other manner which the Bank may deem fit.

FOREIGN CURRENCY TERMS

- 45.1 Subject to the provisions of clause 45.2 below, in case where the present credit facility agreement is in a foreign currency then the Cardholder have the right to apply to the Bank in order to convert the present facility into an alternative currency which shall be either:
- (a) the currency in which the Cardholder primarily receives his/her income or hold assets from which the credit facility is to be repaid, as indicated at the time the most recent creditworthiness assessment in relation to the credit facility was made or
- (b) the currency of the country in which the Cardholder either was resident at the time of signature of the credit facility agreement or is residing on the date of applying for the conversion.
2. It is understood and agreed that the conversion of the credit facility pursuant to the provisions of clause 45.1 above, is subject to the satisfaction of the following terms:
- (a) the conversion applied for refers to a currency in which the Bank is normally lending. At the moment, the Bank is lending in the following currencies: US Dollars, Sterling pounds and Euro.
- (b) the Cardholder will sign all necessary documents and/or credit facility agreement in the currency of the conversion and/or all the securities (new or existing) and/or the consent of any existing guarantors/security providers of the Cardholder are obtained, as might be required by the Bank for the purposes of converting the Loan into another currency.

- (c) the Bank must keep its order of priority in the existing securities, despite their re-registration in the currency of the conversion (if so is required by the Bank), unless the Customer offers other securities acceptable to the Bank in replacement of the existing ones.
- (d) the Bank has examined and approved the conversion of the credit facility in the currency applied for, always taking into consideration the Cardholder's income currency (if same is different from the conversion currency applied for) and/or the currency in which the Cardholder holds assets from which the credit facility is to be repaid and/or the currency of the country in which the Cardholder either was resident as the time of signature of the present credit facility agreement or is residing as of the date of applying of the conversion and/or the additional credit risk involved as well as additional risks inherent in lending in the particular applied conversion currency including, but not limited to, the risks of fluctuation of the exchange rate and of increase of the interest rates as well as to the country risk.

The currency exchange rate on the basis of which the conversion is made is the currency exchange rate of the Bank, of the alternative currency, against the initial currency of the credit facility, applicable at the date of the conversion. It is further provided that the abovementioned right may be exercised one time throughout the duration of this Agreement.

“foreign currency credit facility” means:

- A) In relation to physical persons a credit facility which:
- (a) is denominated in a currency other than the currency from which the customer his income or holds the assets from which the credit facility is to be repaid; or
 - (b) is denominated in a currency other than that of country in which the customer is resident
- B) In relation to legal persons, a credit facility which is denominated in a currency other than the currency in which the customer receives his income or holds the assets from which the credit facility is to be repaid.
3. For the reason that the Credit Card is in a currency different from the currency of the Cardholder's revenues and/or from the currency of the country in which the Cardholder is resident, the Bank has encouraged the Customer to request advice from an independent financial and/or legal and/or other competent consultant of the Cardholder's choice, in hedging against foreign currency risk.
4. The Customer shall receive a notice at least where the value of the total outstanding amount repayable by the Cardholder where the regular instalments payable by the Cardholder, rises by more than 20%, compared to what it would have been, had the exchange rate of the currency in which the credit facility agreement has been concluded and the currency in which the Cardholder receives his income or holds his assets from which the loan will be repaid, remained the same as that which was applicable at the time of the conclusion of the credit facility agreement.

GENERAL TERMS

46. The Cardholder hereby states that he acknowledges the right to examine the content of the present agreement with an independent lawyer of his choice and that he has read carefully and fully comprehends the provisions of the present agreement and that he contracts with the Bank and signs the present agreement freely and knowingly.
47. It is understood that, through out the whole period of the transactions between the Main Cardholder and the Bank and until the full settlement of all the sums owed by the Main Cardholder to the Bank, the Bank shall have a general preferential lien for security or guarantee on all or any amount of money and obligations of any form which are currently due or owed to be due in the future by the Main Cardholder towards the Bank or any of its Branches (separate or joint or under a different name or surname and under any capacity and whether these obligations are or shall become due or direct or indirect). The general preferential lien will cover any amounts of money, negotiable instruments as well as any kind of assets that belong to the Main Cardholder and which at any time, fall in the possession or custody or safeguard of the Bank or any of its Branches.
48. The Bank has the right at its absolute discretion, with reasonable notice to the Main Cardholder, to combine or consolidate all or any of the accounts of the Main Cardholder and set off or transfer any sum standing to the credit of any one or more such accounts in or towards satisfaction of any obligations or liabilities of the Main Cardholder whether present, future, actual, or contingent, primary, collateral, separate or joint. Furthermore, based on the present agreement the Main Cardholder irrevocably authorizes the Bank to transfer against or in settlement of any obligation the sum which may be found in the credit of any account or accounts of the Cardholder with the Bank, and with this irrevocably authorizes the Bank to proceed with such transfers.
49. The Main Cardholder cannot assign or transfer any of his rights or obligations arising out of the present agreement. The Bank has the right, without the prior consent of the Main Cardholder to assign all its rights, arising out of this agreement, by sending or delivering notice in writing to the Main Cardholder.
50. The present Card agreement has been signed by the Bank, the Main Cardholder and, where applicable, the Authorised Cardholder and each party receives an original or copy thereof for personal use or record keeping.
51. This agreement shall be governed by, and construed in accordance with the Laws of the Republic of Cyprus, and the parties hereby irrevocably submit to the jurisdiction of the Courts of the Republic of Cyprus, but this shall not affect the Bank's right to sue the Cardholder in any other Court of any other country.
52. The Bank's Headquarters are situated at 1 Spyrou Kyprianou Avenue, 1065, Nicosia, Cyprus P.O. Box 25700, 1393, Nicosia, Cyprus. The electronic address of the Bank is info@astrobank.com. The telephones of the Bank and its Branches are available at the Bank's website www.astrobank.com and at all Bank's Branches.
53. All costs, fees, expenses and payments of any kind (including arrangement, loan documentation and valuation fees, insurance premiums, stamp duty and mortgage fees), which were created or shall be created directly or indirectly due to any loan and/or credit and/or other Banking or credit facility, including the present loan, and/or due to any restructuring and/or reviewing of the Cardholder's credit facilities held with the Bank and which have already been communicated or will be communicated to the Cardholder in advance will be borne by the Cardholder. The Cardholder will also be charged with the costs of any search that may be carried out by the Bank when deemed necessary at its absolute discretion to any District Land Registry and/or the Registrar of Companies and/or Αρτεμης Τραπεζικα Συστηματα Πληροφοριων Λτδ and/or to any other authority with relation to the Cardholder or any security provider/guarantor of the present loan and/or in relation to their property during the term of the present facility and/or after termination thereof. It is expressly agreed between the parties herein that the aforementioned costs will be directly debited to any account and/or overdraft or loan account and/or to any other account held in the name of the Cardholder with the Bank and shall become immediately due and payable. In case though were the Cardholder fails and/or neglects and/or denies to repay such costs upon being charged, same will remain in the account of the credit facility in which they have been debited and will bear debit interest equal to the interest that such account bears.
- It is hereby understood and agreed that in case where a life insurance policy in the name of any guarantor and/or security provider of the Cardholder and/or a fire and earthquake policy with relation to any immovable property of a mortgagor (other than the Cardholder) is assigned in favour of the Bank as security of the Cardholder's banking facilities, then, in the event that such guarantor and/or security provider fails and/or neglects to pay the premiums of such policies in order to maintain same in effect, the Bank will have the right, for as long as the Cardholder's Banking facilities remain outstanding, to proceed by itself with the conclusion of any such insurance policy and/or settle the unpaid premiums and to charge and is hereby authorised to charge such premiums in any account and/or overdraft and/or loan account of the Cardholder and also charge on such premiums the debit interest charged on such account. It is understood that in cases where the Bank will proceed with the conclusion of an insurance policy, the Bank will inform the Cardholder via any durable medium of the amount of premiums of such insurance policy. It is understood that the premiums charged plus interest, as aforementioned, will be considered as an obligation of the Cardholder secured by the relative mortgage and/or insurance policy.

THE PARTIES

MAIN CARDHOLDER

Name	Identity Card	Signature	Date	Declaration*
.....			YES
On behalf of: (Name of Company)			
Registration No.:			

AUTHORIZED CARDHOLDERS

Name	Identity Card	Signature	Date	Declaration*
.....				YES
				YES
				YES
				YES
				YES
				YES
				YES
				YES
				YES
				YES
				YES

* I declare that I have received copy/original of the above credit card agreement

Seal

FOR AND ON BEHALF OF AstroBank Public Company Limited

<u>Name</u>	<u>Signature</u>
1.
2.
Date:

NAME AND ADDRESSES OF WITNESSES

1.
c/o AstroBank Public Company Limited	
2.
c/o AstroBank Public Company Limited	

STAMP DUTY PAID
Amount: _____
Date of Payment: _____