



ALPHA BANK

**TERMS AND CONDITIONS FOR THE EXECUTION OF A PAYMENT ORDER  
WHERE THE PAYEE OR THE PAYER DOES NOT MAINTAIN A PAYMENT ACCOUNT  
WITH ALPHA BANK CYPRUS LTD**

January 2010

In the event that you submit an application to us, ALPHA BANK CYPRUS LTD (HE923) of Chilonos and Gladstonos Corner, Stylianos Lenas Square, 1101, Nicosia, for the execution of a payment transaction that relates to any of the payment services described in paragraph 1 of the present Terms and Conditions (hereinafter the "Payment") and you do not hold an account with us, the Payment is governed by the following terms and conditions:

**In these terms and conditions, the following words shall have the following meaning:**

**"Consumer"** means a natural person who, in giving the order for the execution of a Payment acts for purposes other than his trade, business or profession.

**"Law"** means the Payment Services Law of 2009 [Law no. 128(I)/2009].

**"Member State"** means a member state of the European Union.

**"Micro-enterprise"** means an enterprise which, at the time when the order for the execution of the Payment is given, is an enterprise as defined in Article 1 and Article 2, paragraphs (1) and (3), of the Annex to Recommendation 2003/361/EC.

**"Payment Service Provider of the Payee"** means the banking or credit institution or the payment institution in which the account of the payee of the Payment is held.

**"Working Day"** means any day between Monday and Friday excluding banking holidays.

**"You", "Yours"** means the person that gives an order to us for the execution of a Payment.

#### **1. Payment services offered and their main characteristics**

- 1.1. Payment of bills directly to a bank account of the payee with us.
- 1.2. Transfer of funds through "JCCTransfers", the inter-bank payment system of JCC Payment Systems Ltd, to the account of any natural or legal person who holds an account with any payment service provider in Cyprus which participates in the said system.
- 1.3. Transmission of payments through SWIFT:
  - 1.3.1. To a Member State whether they are compatible with Single European Payment Area (SEPA) payments in Euro or not.
  - 1.3.2. To a state that is not a Member State.

#### **2. Details which you must provide when you give a Payment order**

In order for us to be in a position to execute your instructions for the execution of the Payment, you will have to provide us with the following details, depending on the type of Payment. Bear in mind that we may request additional information beyond the following (e.g. identity card) based on the particulars of each Payment and the country in which the funds will be remitted.

##### **2.1. Payments to Member States (including SEPA payments) and payments to non Member States**

- The name of the Payment Service Provider of the Payee, the BIC code (Bank Identifier Code) or national code for payment service providers which are in non- Member States or in a country which is not a contracting party to the European Economic Area Agreement.
- The payee's bank account number for local payments and payments to a non-Member State or a country which is not a contracting party to the European Economic Area Agreement, or the payee's IBAN for SEPA payments or payments to a Member State or a country which is a contracting party to the European Economic Area Agreement.
- The name of the payee.
- Your name and address. This constitutes a legal requirement and the information will be given to the Payment Service Provider of the Payee.

##### **2.2. Payments within Cyprus through the inter-bank electronic JCCTransfers payment system**

- The name of the Payment Services Provider of the Payee,
- The bank account number of the payee.
- For Payments within Cyprus, the name of the Payment Service Provider of the Payee and the bank account number of the payee are the unique identifiers that shall be used for the execution of the Payment.

##### **2.3. Payment of bills and transfers to our customers:**

- The payee's bank account number with us,
- The name of the payee
- Your name and address.

##### **2.4. Unique Identifier**

**2.4.1.** For payments to a Member State or to a country which is a contracting party to the European Economic Area Agreement, including SEPA payments, the payee's IBAN code and the BIC Code of the Payment Service Provider of the Payee constitute the unique identifier, i.e., the unique identification details of the payee used during the execution of the Payment. If we execute the Payment based on this information, whether as Payment Service Provider of the Payee or the payment service provided of the payer, it is deemed that the Payment has been correctly executed as regards the payee.

**2.4.2.** For payments within Cyprus, the name of the Payment Service Provider of the Payee and the bank account number of the payee constitute the unique identifier i.e., the unique identification details of the payee used during the execution of the Payment. If we execute the Payment based on this information, whether as Payment Service Provider of the Payee or the payment service provider of the payer, it is deemed that the Payment has been correctly executed as regards the payee.

**3.** Effective from 01/01/2007, all cross border transfers between Member States or between states which are contracting parties to the European Economic Area Agreement, must indicate the payee's IBAN Number and the BIC Code of the Payment Services Provider of the Payee. In case you request cross border payments to a Member State or to a state which is a contracting party to the European Economic Area Agreement without providing the IBAN code and/or the BIC Code of the Payment Services Provider of the Payee and we execute your order, we shall bear no responsibility in case that any payment services provider refuses to execute your order due to the lack of such details. If we execute the Payment as aforesaid, either as Payment Service Provider of the Payee or payment service provider of the payer, it is deemed that the Payment has been correctly executed as regards the payee.

#### **4. Maximum execution time for the Payment**

- 4.1. For a Payment order in Euro which is given by you as payer and the payee's bank account is held with a Payment Service Provider in a Member State or in another state which is a contracting party to the European Economic Area Agreement, you agree that until the 01/01/2012, we will ensure that the account of the Payment Service Provider of the Payee shall be credited with the Payment amount the latest within four Working Days from the time of receipt of the Payment order from you.
- 4.2. As from 02/01/2012, for Payment Orders given by you to us which relate to the provision by us of any of the aforementioned Payments in Euro and the payee's account is held with a payment service provider in a Member State or in another state which is a contracting party to the European Economic Area Agreement, we will ensure that the Payment Service Provider of the Payee is credited with the Payment amount the latest within two Working Days from the time of receipt of the Payment order from you.
- 4.3. For a Payment order which is given by you as payer in the currency of a Member State other than Euro and the payee's account is held with a payment service provider in a Member State or in another state which is a contracting party to the European Economic Area Agreement, you agree that we will ensure that the Payment Service Provider of the Payee is credited with the Payment amount the latest within four Working Days from the time of receipt of the Payment order from you.

- 4.4. For Payment orders given by you as payer in a currency other than Euro or other than the currency of a Member State or other than the currency of a state which is a contracting party to the European Economic Area Agreement, you agree that the abovementioned time limits do not apply.
- 4.5. Additionally, the time limits do not apply in case that the unique identifier of the payee which was given to us by you, is erroneous.
- 4.6. Furthermore, we are obliged, in case of an incoming Payment in Euro or in the currency of a Member State or in the currency of a state which is a contracting party to the European Economic Area Agreement, to make available to you the amount of the Payment order on the Working Day on which our account is credited with the amount of the Payment provided that all the necessary details and notices in relation to the Payment are received by us before 13:30. Certain currencies have different cut off times for which you can be informed at our branches.
- 4.7. In case that you are the payee of an incoming Payment in a currency other than Euro or other than the currency of a Member State or other than the currency of a state which is a contracting party to the European Economic Area Agreement, you agree that the aforementioned time limits do not apply.
- 5. Fees, charges, expenses**  
We have the right to charge you with commission/expenses/fees/rights for the execution of a Payment for which you can be informed from our Charges Catalogue in force, prior to the execution of the Payment, which is available at our branches or on our website [www.alphabank.com.cy](http://www.alphabank.com.cy).
- 6. Currency conversion**
- 6.1. The exchange rate that will apply for Payments which include a currency conversion is the exchange rate that we provide or make available to you. Our Price List for Micro-transactions applies on a day-to-day basis to currency conversions up to a specified amount and for certain currencies. For conversions that exceed the specified amount or conversions to other currencies, other exchange rates may apply for which you will be informed by us provided that you make such a request. The currency conversion will be executed using our exchange rate which shall apply on the day of execution of the payment order and is based on the exchange rates received from the Reuters Data service or our correspondent bank or from brokers and is set by us according to the day of execution of the currency conversion, the nature of the transaction, the transaction amount and the currency pairs.
- 6.2. Details of the exchange rates for currency conversions up to a certain amount and for certain currencies are available in the Price List for Micro-transactions from all our branches or on our website. For conversions that exceed the specified amount or conversions to other currencies, you can be informed by us provided that you make such a request. Please note that exchange rates given by us to you indicatively, upon your request, are not binding on us.
- 6.3. You agree that, in case that you are not a Consumer or a Micro-Enterprise, we have the right to set the currency in which any payment will be made.
- 7. Spending Limits**  
You agree that we may set spending limits up to which we shall accept a Payment order.
- 8. Time of receipt / Revocation of Payment order**
- 8.1. Subject to the provisions of paragraph 8.2 below, the time of receipt of your Payment order is the time at which it was received by us. In case that the time of receipt is after 13:30 (Monday – Friday) and after 16:45 on Mondays from 1<sup>st</sup> October until 30<sup>th</sup> April, we will deem the order as having been received on the next Working Day.
- 8.2. In case you request and we agree that the execution of the Payment begins on a specified day or at the end of a particular period then the time of receipt of that order will be deemed to be the time requested unless that time falls on a non-Working Day whereupon the Payment order will be deemed to have been received on the next Working Day.
- 8.3. Your Payment order will become irrevocable as soon as it is received by us, unless it is deemed to have been received at a later time as provided in paragraph 8.2 above, whereupon the order can be revoked the latest by the end of the Working Day which precedes the agreed time.
- 8.4. Any revocation of a Payment order as provided further above must be given in writing at any of our branches.
- 9. Use of other payment service providers**  
For the purpose of executing your instructions, we reserve the right to use the services of any other payment service provider or other payment service providers, acting for your account and at your own risk.
- 10. Execution of Payment without authorisation**  
If a Payment has been executed without your authorisation, we are obliged to immediately return to you the Payment amount.
- 11. Non-execution or defective execution of a Payment Order**  
If as a result of the non-execution or the defective execution of a Payment order, the payee has not received the payment amount or part thereof, according to paragraph 2 hereinabove, we are obliged to return to you the Payment amount. The provisions of this paragraph do not apply if you are not a Consumer or a Micro-enterprise according to the provisions of the Law and accordingly articles 69 to 72 of the Law do not apply.
- 12. Provision of wrong details**  
If a Payment order is not executed or is executed wrongly due to the fact that the details you provided to us and which are necessary for the correct execution of the Payment Order were wrong according to paragraph 2 above, we shall bear no responsibility for the wrongful execution of the Payment order but will make reasonable efforts to recover the funds which relate to the Payment. In such an event you shall be liable to pay our expenses for the actions that we shall take for the recovery of the funds.
- 13. Rectification**  
You may claim rectification from us if, as soon as you become aware of a Payment which has been executed defectively or without authorisation and which gives rise to a claim under the Law, you notify us without undue delay and not later than 13 months after the date of execution of the Payment order, as the case may be. The 13 month deadline does not apply if we have failed to provide or render available to you the information of the execution of the Payment as we were obliged to do. In case you are not a Consumer or a Micro-enterprise, the aforementioned deadline does not apply. In such a case, a two month deadline from the date of execution of the Payment order will apply.
14. In case you are not a Consumer or a Micro-enterprise according to the Law, you agree that:
- (a) We are entitled to request that you pay to us expenses for the fulfilment of our obligations for the provision of information or the corrective or preventative measures that we are obliged to take under Part VII of the Law.
- (b) where the Payment is made in the currency of a Member State or a state which is a contracting party to the Agreement for the European Economic Area and the other payment services provider is located in a Member State or a state which is a contracting party to the Agreement for the European Economic Area, the provisions of Article 51 of the Law under which we bear the burden of proving that the authenticity of the Payment was authenticated, that the Payment was accurately recorded and entered in the accounts and was not affected by a technical breakdown or other deficiency, shall not apply.

(c) Article 53(2) of the Law under which in case your authorisation is missing, the Payment is deemed to be executed contrary to your will, shall not apply.

15. You agree that we will not be responsible for mistakes, delays in the transmission or non-execution of orders which arise as a result of causes beyond our control. Furthermore you agree that we will not be liable or responsible for any consequences which are a result of the interruption of our activities due to strike, counter-strike, civil commotion, risings, war or hostilities, acts of god or other causes beyond our control. Furthermore you agree that we are relieved of our liability under Part VII of the Law where we are bound by other obligations which emanate from the laws of the Republic of Cyprus or European Union Law.
16. We will be relieved from any liability in circumstances which are unusual and unpredictable and are beyond our control and whose consequences could not have been avoided despite all efforts to the contrary, including, without prejudice to the aforesaid of:
  - (i) any delay, error, omission or failure to execute which is a result of an act of god and generally any other cause which lies beyond our control, total or partial suspension or limitation of our operations from acts of Cypriot and/or foreign authorities and services, strikes, work interruptions, war, social unrest and generally emergency situations, for as long as they last.
  - (ii) any act, directive or order of a Government or a governmental organisation, service or Court.
17. We reserve the right to issue a telegraphic order or banker's draft or to transfer funds to a different place or to a payment service provider other than the one specified in your instructions if the operational circumstances so require.
18. You authorise us and it is our legal obligation to provide the Payment Service Provider of the Payee or other payment service providers who are intermediaries in the execution of the Payment and the payee, with your details such as name, address and bank account number.
19. In case of joint accounts the Payment order must be given according to the Terms of the "Mandate for Joint Account".
20. The details contained in international credit transfers and Payments are forwarded to the Payment Service Provider of the Payee through the global network of payment messages which is the Belgian Society for Worldwide Interbank Financial Telecommunication (SWIFT). For reasons of security of its system, SWIFT maintains the transaction data in operation centres in Europe and the U.S.A. and as a result, personal data are transferred to the U.S.A. The relevant authorities of the U.S.A. may have access to this data in compliance with local applicable laws for the purpose of combating terrorism.
21. Your communication with us may be conducted in English. Our central offices are located at 3, Limassol Avenue, Alpha Bank Building, P.O. Box 21661, 1596 Nicosia, and Payment services are offered at all of our branches. You can also communicate with us by telephone at 00357 22 888888, by fax at 00357 22 334868 or by e-mail at [secretariat@alphabank.com.cy](mailto:secretariat@alphabank.com.cy).
22. For fund transfers through the SEPA scheme, the terms and conditions which are contained in the documents "Terms and Conditions which apply to credit transfers under the SEPA scheme between ALPHA BANK CYPRUS LTD and the Originator of the payment" (for outgoing SEPA payments) and "Terms and Conditions which apply to credit transfers under the SEPA scheme between ALPHA BANK CYPRUS LTD and the Beneficiary of the payment" (for incoming SEPA payments) apply and are available in printed form at our branches or on our website, [www.alphabank.com.cy](http://www.alphabank.com.cy).
23. Payment orders in a currency other than Euro or the currency of a Member State are subject to the regulations of the Central Bank of Cyprus.
24. The present terms are governed by the laws of the Republic of Cyprus and the courts of the Republic of Cyprus shall have non-exclusive jurisdiction but this will not affect our right to take legal action against you in any court of any other country.
25. Our supervisory body is the Central Bank of Cyprus. You have the right to file a complaint to the Central Bank of Cyprus which may organise an out-of-court dispute resolution process in accordance with the Law.
26. Except where expressed otherwise, words denoting the male gender shall include the female gender and vice versa. Also, words denoting the singular number shall include the plural and vice versa.
27. **Prevention of fraud, and the prevention and suppression of money laundering activities:**
  - 27.1. We may carry out certain checks on transactions as part of our fraud prevention procedures. We may contact you by mail, by telephone or by any other means to inform you that there may be suspicious activity or we may leave a message requesting that you contact us. If we request you to do so, you should contact us as soon as possible.
  - 27.2. We or any member of the Alpha Bank Group, may take any action we deem necessary to fulfil any obligations, whether in Cyprus or abroad, in relation to prevention of fraud, and the prevention and suppression of money laundering activities and the provision of financial services to persons subject to sanctions. This may include, but is not limited to, the investigation and interception of your incoming or outgoing Payments (especially in cases of international transfers) and the investigation of the source or the intended recipient of the funds. It may also include the conduct of a search in order to establish whether any person is subject to sanctions. Such actions may delay the execution of your instructions or the receipt of cleared funds. If we are not satisfied that such a payment is lawful, we may refuse to execute it.
  - 27.3. Neither we nor any member of the Alpha Bank Group will be liable to you or to any other person for any loss which you may incur as a result of the taking by us or by any member of the Alpha Bank Group of any of the actions stated in paragraphs 27.1 and 27.2 above. Moreover, we will not be liable for any loss which you may incur if we or any of our representatives or correspondents are prevented from or delayed in providing any banking or other services as a result of strikes, industrial action, power cuts, damage to technical equipment or other circumstances beyond our control.