

THESE TERMS AND CONDITIONS PERTAIN TO: Eurolife website and Myeurolife Portal (pages 1-14) Myeurolife App (Pages 15-20)

## TERMS AND CONDITIONS WEBSITE/MYEUROLIFE PORTAL

## **IMPORTANT NOTICES:**

Upon applying to the Insurance Company (as this term is explained below) for access to the Service (as this term is explained below), the applicant expressly undertakes that, if he/she is given access to the Service, he/she shall be bound by and shall fully comply with the Terms and Conditions (as this term is explained below) and with the Operating Guidelines (as this term is explained below) and shall reimburse the Insurance Company for any damage or loss that may arise as a result of non-compliance with the Terms and Conditions and/or the Operating Guidelines.

If you would like to receive a copy of this document in larger print, please contact us.

Upon obtaining access to the Service, you declare without reservation that you have carefully read and fully understood the Terms and Conditions, as well as the Operating Guidelines.

These Terms and Conditions shall be read in conjunction with and shall form an inseparable part of the agreements and/or the terms of insurance policies related to the Terms and Conditions.

In case of conflict between a provision of the Terms and Conditions and any other agreements and/or conditions of insurance policies relating to these Terms and Conditions, the agreements and/or terms of the insurance policies shall prevail.

## 1. DEFINITIONS

- **1.1.** In the present Terms and Conditions, unless the context otherwise requires:
- **«Registration Form»** means the written or telephone application submitted by the policyholder with the Insurance Company, for connection with the Service.
- **«Secure Messages»** means the electronic system provided by the Service for exchanging messages between the Insurance Company and the User and which may be used for any questions, suggestions, complaints or any other comments by the User. The Insurance Company shall not accept instructions for executing any payment transactions through this electronic system. The Insurance Company shall aim at responding to the User's messages within two Business Days.
- «Business Day» means Monday to Friday except public holidays in Cyprus.
- **«Policyholder»** means any private individual or legal entity maintaining an insurance policy with the Insurance Company.
- **«Password»** means the personal identification number provided and/or created by the User, to be used in conjunction with the User ID of the User.



**«Customer Service Agent»** means an employee or agent of the Insurance Company who assists the User to access and use the Service via the Customer Service Agent System, and who provides general information.

**«Insurance Policy»** means the insurance policy maintained by one or more persons with the Insurance Company, according to which the Insurance Company has agreed that the User will have access thereto through the Service (details of Insurance Policies to which the User may have access shall be given to the User by the Insurance Company, where he/she so requests).

**«Operating Guidelines»** means the guidelines the Insurance Company may issue from time to time governing the use and operation of the Service and which are available at the branches and/or on the website of the Insurance Company at www.eurolife.com.cy

**«Terms and Conditions»** means these Terms and Conditions as may be amended, extended or replaced from time to time by the Insurance Company and notified to the User and/or to the Policyholder in accordance with paragraph 17 below.

**«Customer Service Agent System»** means the telephone system which allows the User to access and use the Service by telephone by calling 8000 8880 (or +357 22124000 for international calls), with the assistance of a Customer Service Agent between 7:30-14:30 on Business Days Tuesday, Wednesday and Friday; and between 7:30-14:30 and 15:00-18:00 on Business Days Monday and Thursday.

**«Insurance Company»** means Eurolife (HE 36247) which has its central offices at 4 Evrou Street, 2003 Strovolos, its successors and assignees and includes any natural persons or legal entities acting on its behalf.

**«Service»** means the 24-hour electronic service provided by the Insurance Company in order to allow the Users of the Service to have access to and use its Services, including the provision of information, as the Insurance Company may determine from time to time.

**«Services»** means those Services provided by the Insurance Company from time to time and which may be varied at the absolute discretion of the Insurance Company that may be accessed and used by the User through the Service.

A list with complete details regarding the Services offered is available from the Service and/or any branch of the Insurance Company and/or at the website of the Insurance Company www.eurolife.com.cy

**«User»** means any natural person having access to the Services of the Service and includes any Policyholder who is a natural person and/or any natural person authorized from time to time by the Policyholder to access particular services of the Service on his/her behalf and includes any natural person who may be authorized either as an additional User or in order to replace a current authorized User. For the avoidance of any doubt, it is clarified that the policy of the Insurance Company is that in cases of Policyholders who are solely individuals, only those Policyholders shall have access to the services of the Service as in the case of Users.

**«User ID»** means the number allocated by the Insurance Company to the User for use together with the Password.

**«Alerts»** means the service provided by the Service to the User for the purpose of enabling the User to receive electronic messages containing information that may be provided by the Service from time to time upon request by the User and/or the policyholder.



- **1.2.** In these Terms and Conditions, references to persons shall include legal entities, references to the singular shall include the plural and vice versa and references to any gender shall include all genders.
- **1.3.** References to transactions in these Terms and Conditions shall also include acts of updating information.

#### 2. ACCESS TO THE SERVICE AND APPLICATION OF THESE TERMS AND CONDITIONS

- **2.1.** The Service may be accessed and used by:
- (i) A private individual who:
  - Has followed the procedure for telephone registration,
  - Where appropriate, has completed and submitted to the Insurance Company the necessary documents and forms required for his/her authorization or for the authorization of another person as User for accessing the Service,
  - Has, as a User, been provided with and/or has created a Password
- **2.2.** The Insurance Company may, at its absolute discretion and without providing any justification, refuse to accept a Registration Form.
- **2.3.** The User may access the Service to obtain information about the services provided from time to time via the Service.
- 2.4. In order to access the Service the User shall enter his/her User ID and Password.
- **2.5.** The User shall have the option to change the initial Password provided by the Insurance Company through the Service channels. In the event that the User loses the Password, the User may request a new Password from a Customer Service Agent or from one of the branches of the Insurance Company. If the Password is entered erroneously in 5 attempts, the Password shall be locked automatically and shall be restored only after contacting a Customer Service Agent.
- **2.6.** These Terms and Conditions, as may be amended, shall govern the use of the Service and the User and the Policyholder shall be bound by them from the time that access to the Service is given to the User.
- **2.7.** The User and/or the Policyholder shall strictly comply with these Terms and Conditions and the Operating Guidelines and indemnify the Insurance Company for any loss or damages that may arise as a result of non-compliance with these Terms and Conditions and/or Operating Guidelines. To the greatest extent permitted by applicable law, the Insurance Company shall not be liable to the User and/or the Policyholder for any direct or indirect loss or any loss of data or loss of profit suffered or incurred by the User and/or the Policyholder in relation to the Service.

## 3. PROVISION OF INFORMATION

**3.1.** The Insurance Company currently operates an online system which provides immediate access to information relating to Insurance Policies. Despite this, the time required for completing the updates may vary depending on their nature. Accordingly, the Policyholder and the User acknowledge and accept that information regarding the Insurance Policies is as updated as the Insurance Company's systems permit at the time of the inquiry and may not include current transactions that have not yet been processed or verified.



**3.2.** To the greatest extent permitted by applicable law, the Insurance Company shall not be liable for any loss or damage incurred as a result of the information about the Insurance Policies not being accurate or updated.

#### 4. AUTHORIZATION OF INSTRUCTIONS

- **4.1.** The User and Policyholder authorize and instruct the Insurance Company to act according to all instructions for the execution of transactions that are received through the Service, provided that such instructions are verified as authorized.
- **4.2.** The following is the information that must be provided by the User, depending on the type of transaction, in order for an instruction to be considered as authorized by the User and in order for the relevant transaction to be executed:
- (a) the User ID,
- (b) the Passcode,
- (c) any other information that the Insurance Company may request.
- **4.3.** User authorization for the execution of a transaction shall be notified to the Insurance Company with receipt of the relevant instruction for the execution of the transaction through the Service, the internet, a Customer Service Agent, and in any other way that may be specified by the Insurance Company from time to time.

#### 5. TIME OF RECEIPT OF INSTRUCTION

- **5.1.** It is the Insurance Company's intention that instructions received through the Service within the framework of the Operating Guidelines be processed as reasonably as possible, always subject to the Terms and Conditions.
- **5.2.** The time of receipt of an instruction is deemed to be the time when the Insurance Company receives the instruction for the execution of a transaction transmitted directly by the User. If the time of receipt is after the end of the daily business of the Insurance Company in relation to the provision of the specific Service, the instruction shall be deemed to have been received on the following Business Day.
- **5.3.** Any instruction received at 13:00 or later on a Business Day shall be deemed to have been received on the following Business Day.

If the User requests and the Insurance Company agrees for an instruction to be executed on a specific day in the future or at the end of a certain period, then the time of receipt of the instruction be deemed to be the time which has been agreed unless such time is not a Business Day; in this event, the instruction shall be deemed to have been received on the next Business Day.

If the User does not define a date on which he/she wishes his/her instruction to be executed, it shall be deemed that he/she wishes his/her instruction to be executed as soon as possible. Once an instruction given by the User is received by the Insurance Company, it shall be irrevocable.

No instruction shall be accepted by the Insurance Company if, at the sole discretion of the Insurance Company, it is not lawful and/or does not comply with the relevant Insurance Policy



and/or does not comply with the Terms and Conditions and/or constitutes an instruction which, at the time that it was given, could not be given through the Service channel.

**5.4** . The Insurance Company bears no responsibility for problems relating to the operation of the telecommunications network and which do not fall within its jurisdiction or control, and which may have a negative impact on the proper and timely execution of the instructions transmitted.

# 6. OBLIGATIONS OF THE INSURANCE COMPANY AND THE USER AND/OR OF THE POLICYHOLDER

- **6.1.** The User shall provide and maintain at his/her own expense a telephone, personal computer or any other equipment necessary to access the Service and shall ensure that such equipment satisfies all technical and other requirements that may be specified by the Insurance Company in the Operating Guidelines.
- **6.2.** The User shall ensure that all instructions given by him/her to the Insurance Company through the Service are accurate and complete. Without prejudice to paragraph 5, the User cannot revoke or amend instructions; once these instructions are given they shall be final and binding for the User and the Policyholder.
- **6.3.** The User and the Policyholder shall immediately notify the Insurance Company of any change of address by using the contact points mentioned in subparagraph 7.2 below. Failure by the User to do so shall be deemed to be gross negligence.
- **6.4.** The Service shall be used exclusively by the User and the Policyholder always within the limit of the relevant Insurance Policy. The User and the Policyholder shall not use the Service in breach of the relevant Insurance Policy.
- **6.5.** The Policyholder and/or the User shall be liable to the Insurance Company for all transactions made through the Service as well as for all acts and omissions of the Policyholder and/or the User.
- **6.6.** The policyholder shall be liable for any loss, damage, expense and fees that the Insurance Company has suffered due to acts or omissions of the Policyholder and/or of the User. The Policyholder shall ensure that the User shall comply with the Terms and Conditions at all material times.
- **6.7.** When using the Service, the Policyholder and the User shall comply with applicable legislation and the Service may not be used for any unlawful purposes.
- **6.8.** Failure by the Insurance Company to enforce its rights on the basis of any term of these Terms and Conditions shall not be deemed to be a waiver of its rights.
- **6.9.** As part of the authorization procedure and in order to avoid any unauthorized use of the Service, the Insurance Company may set certain internal security limits and may refuse to execute a particular instruction. In this event -or sporadically-, and in order to avoid fraud, the Policyholder and/or the User may be requested to present further information.
- **6.10.** The Insurance Company may refuse to act on the basis of any instruction, until it is confirmed in writing and signed by the User and/or by the Policyholder. In such a case, the Insurance Company shall inform the User and/or the Policyholder accordingly.



**6.11.** The Insurance Company may refuse to process any instruction when there is suspicion that the Service has been accessed without authorization or fraudulently. In such a case, it may request further information to be presented.

The Insurance Company, may at any time and at its absolute discretion delay and/or suspend and/or terminate and/or refuse the execution of any instruction pending the completion of all necessary and/or essential checks in relation to matters of regulatory compliance and/or money laundering and/or financial fraud and/or legislation. The Insurance Company provides information electronically regarding the status and/or the processing stage of any instruction through the Service channels. It is important that the Policyholder and/or the User checks carefully and systematically the status and/or the processing stage of any instruction through the electronic information provided by the Service; and if any inquiries arise in relation to their delay and/or suspension and/or termination and/or refusal, the Policyholder and/or User must communicate directly with the Insurance Company at the address and/or telephone shown in subparagraph 7.2. The Insurance Company shall not be liable for any damage and/or loss suffered by the policyholder and/or User as a result of the delay and/or suspension and/or termination and/or refusal to execute any instruction for the above mentioned reasons.

The Insurance Company may at any time and at its absolute discretion: (a) demand from the Policyholder and/or User to terminate use of the Service and/or (b) to limit and/or deny the Policyholder's and/or User's access to the Service. The Insurance Company shall not be liable for any damage and/or loss suffered by the Policyholder and/or User as a result of such demand and/or limitation and/or refusal.

The Insurance Company shall not be liable for any inaccurate and/or incomplete and/or insufficient information which has been stated/declared by the Policyholder and/or the User through the Service. Consequently, the Insurance Company shall not be liable for any damage and/or loss suffered by the Policyholder and/or the User as a result of such information.

The Insurance Company may at any time and at its absolute discretion extend or limit the services offered by the Service and/or decide the hours and days on which the Service can be used.

The Insurance Company has the absolute right to approve or reject any application for electronic service.

- **6.12.** The Customer Service Agent may terminate a telephone call made by a User if the User becomes abusive or engages the Customer Service Agent in vexatious or frivolous requests.
- **6.13.** The Insurance Company shall not be liable for any damage and/or loss suffered by the Policyholder and/or the User as a result of delay and/or suspension and/or termination and/or refusal to execute any instruction insofar as the delay and/or suspension and/or termination and/or refusal complies with the Terms and Conditions.

# 7. SAFEGUARDING THE MEANS OF ACCESS TO THE SERVICE

**7.1.** The User and the Policyholder shall be obliged to use the Service according to these Terms and Conditions and the Operating Guidelines. Once the User receives a means of access to the Service, he/she shall be responsible for its safekeeping and the prevention of any fraudulent use thereof; and should undertake all necessary actions for keeping it safe, including, but not limited to, the following:



- He/she shall use his /her User ID, Password or other instrument that the Insurance Company may specify from time to time according to these Terms and Conditions and any specific terms governing their use,
- He/she shall keep at a safe place his/her User ID, Password or other instrument that the Insurance Company may specify from time to time,
- He/she shall destroy any notice regarding his/her Password immediately on receipt,
   He/she shall not disclose his/her User ID or Password to any other person.
- He/shell shall avoid choosing a Password that may be easily determined such as birthdays, telephone numbers etc.,
- He/she shall not note the Password on anything that can be carried or is associated
  with the User ID or other means of access to the Service or in any form which is
  comprehensible or otherwise accessible by a third party,
- He/she shall not do or omit to do anything that might allow the improper or unauthorised access or use of the Service,
- He/she shall be responsible for disconnecting and clearing any information from any telephone, personal computer or other equipment used to access the Service before leaving such telephone, personal computer or equipment unattended.
- **7.2.** If an instrument for accessing the Service is stolen, misappropriated, lost, damaged, exposed to abuse or there is a possibility or suspicion of improper or unauthorised use or it is not received within the time expected or the User ID and/or the Password has become known to a third person, the User and/or the Policyholder shall immediately and without delay notify the Insurance Company; or in the event of change in the said information, at any other address or telephone number that may be communicated by the Insurance Company from time to time, or at any Insurance Company branch. During non-working hours or during non-Business Days, the User may lock his/her User ID by entering a wrong Password 5 times in a row.
- **7.3.** If the User and/or the Policyholder has sent a notice to the Insurance Company according to subparagraph 7.2, then his/her User ID, Passcode and, where appropriate, any other instrument that the Insurance Company may specify from time to time, may not be used for accessing or using the Service. If the User and/or the Policyholder wishes to keep having access to the Service, he/she should apply to the Insurance Company for the issuing of a new User ID and Passcode. The Insurance Company shall have the right to charge the Policyholder with any fees for reissuing/replacing.
- **7.4.** The User and the Policyholder shall disclose to the Insurance Company all information they is aware of regarding the circumstances under which an instrument for accessing the Service was lost, stolen or improperly used or revealed to a third person, and the Insurance Company may, at its absolute discretion, provide the Police or another competent authority with any such information. If it is reported that an instrument for accessing the Service has been lost, stolen or that there is a possibility of improper use of the User ID and/or the Passcode and/or any other instrument that the Insurance Company may specify from time to time has been revealed or fallen into the possession of a third person, then it may not be used thereafter.

## 8. SUSPENSION OR TERMINATION OF OPERATION OF THE SERVICE

- **8.1.** The Insurance Company may suspend or terminate the operation of the Service at its sole discretion.
- **8.2.** In the event that this right is exercised, the Insurance Company shall have an obligation to notify the User and/or the Policyholder in any manner it deems appropriate, of the suspension or termination of the Service if possible before the suspension or termination and



at the latest immediately thereafter. It is understood that the Insurance Company shall not have an obligation to give such notice if such notice is contrary to objectively justified security reasons or is prohibited by other relevant Cyprus or Community legislation.

## 9. LIABILITY OF THE INSURANCE COMPANY, THE USER AND THE POLICYHOLDER

- **9.1.** The User and the Policyholder should carefully check the information regarding the Insurance Policy when such information is made available in electronic or other form and must immediately and without delay notify the Insurance Company at the address and/or telephone number specified in subparagraph 7.2 above, as soon as they have become aware of the existence of any anomaly and/or mistake.
- **9.2.** Without prejudice to any possible liability of the User, the Policyholder shall be charged with the loss or damage arising until the Insurance Company is notified in accordance to subparagraph 7.2 where the loss or damage arises from the use of instrument for accessing the Service which has been stolen, copied, lost, damaged, exposed to abuse by third parties or if the User and/or Policyholder has not kept safe his User ID or his Passcode or other instrument that the Insurance Company may specify from time to time.
- **9.3.** Without prejudice to any possible liability of the User, the Policyholder shall be charged with the loss or damage incurred from transactions carried out by the User and/or any other person who had possession of an instrument for accessing the Service with the consent of the User and/or the Policyholder and/or who acted under the express or implied authorization of the User and/or of the Policyholder if the following conditions apply:
- (i) the loss or damage was incurred due to the fact that the User and/or the Policyholder have acted fraudulently, or
- (ii) the loss or damage was incurred due to the failure of the User and/or of the Policyholder to use an instrument for accessing the Service according to these Terms and Conditions with intent or negligence, or
- (iii) the loss or damage was incurred due to the fact that the User and/or the Policyholder failed to comply with their obligations for safeguarding an instrument for accessing the Service because of intent or negligence, e.g. due to failure to notify the Insurance Company of a change of address, or
- (iv) the loss or damage results from the breach by the User and/or the Policyholder of one or more of their obligations referred to in these Terms and Conditions because of intent or negligence, or
- (v) the Insurance Company was not informed of the loss or theft, etc. of an instrument for accessing the Service as mentioned in subparagraph 7.2 above, because of intent or negligence.
- **9.4.** The policyholder shall not be debited for any loss incurred from unauthorized transactions where the loss or damage results:
- (i) from the use of an instrument for accessing the Service before the User and/or Policyholder have received and/or activated such instrument, unless the failure to receive and/or to activate is due to an action or omission of the User and/or the Policyholder,
- (ii) the User and/or the policyholder have notified the Insurance Company according to subparagraph 7.2 of these Terms and Conditions about the loss or theft of an instrument for



accessing the Service, and the Insurance Company, acting reasonably could have prevented this loss or damage, or

- (iii) the Insurance Company has failed to provide the appropriate means described in subparagraph 7.2 above in order to enable the Policyholder and/or the User to notify the Insurance Company that the instrument for accessing the Service was stolen or lost.
- **9.5.** The Insurance Company shall not be liable for any failure to comply with its obligations vis-a- vis the Policyholder under these Terms and Conditions:
- (i) if this is due to abnormal or unforeseen circumstances outside the Insurance Company's control which cannot be avoided despite the Insurance Company's efforts to the contrary, or
- (ii) if non-compliance is due to the obligations of the Insurance Company under Cyprus or Community Law.

#### 10. ALERTS

The User and the Policyholder accept that Alerts shall be transmitted through any delivery channel such as the Internet, the telecommunications network or any other means of communication, on any device such as mobile telephone, pager, personal computer, personal digital assistant or any other equipment indicated by the User and/or the Policyholder, by delivering through the Service the relevant telephone numbers and/or e-mail addresses and/or any other addresses. The User and the Policyholder acknowledge and accept that:

- (i) The Insurance Company is not and shall not be liable for the deletion, partial deletion or failure to transmit any messages.
- (ii) The Insurance Company makes no warranty that the Alerts Service will be uninterrupted, timely, secure or error-free, or that the Service will be available at any particular time or location.
- (iii) To the greatest extent permitted by applicable law, the Insurance Company shall not be liable in any way for any loss or damage of any kind, incurred by the User and/or the Policyholder as a result of the content transmitted via the Alerts Service.
- (iv) Messages shall be transmitted to the telephone numbers and/or e-mail addresses or any other addresses indicated by the User and/or the Policyholder. The User and/or the Policyholder may not indicate telephone numbers and/or e-mail addresses and/or any other addresses which do not belong to the User and/or the Policyholder.

## 11. DEATH OF A USER OR POLICYHOLDER

**11.1.** Notwithstanding the death or incapacity of the User and/or of the Policyholder, the Insurance Company shall be entitled to provide all information requested and to execute all instructions given through the Service by use of the User ID and the Password until the Insurance Company has received notice of such death or incapacity.

## 12. DISCLOSURE OF INFORMATION

**12.1.** User-related information shall not be disclosed by the Service, except with the express or implied consent of the User and/or the Policyholder. Policyholder-related information shall not be disclosed by the Service, except with the express or implied consent of the



Policyholder. In any event, information about the User and/or the Policyholder may be disclosed by the Service where otherwise required or permitted by Law, as the case may be.

#### 13. NOTICES PROVIDED TO AND FROM THE INSURANCE COMPANY

- **13.1.** Subject to the provisions of any Cyprus or Community Law as well as any code of practice or ethics, any notice, communication, statement or other document that must be sent or made available to the User and/or the Policyholder by the Insurance Company under these Terms and Conditions shall be sent or made available, inter alia,
- (i) by post to the last address given by the User and/or the Policyholder respectively, or
- (ii) electronically, to the electronic address given by the User and/or the Policyholder respectively, or
- (iii) by Secure Messages, or
- (iv) by telephone, or
- (v) by electronic messages to mobile telephones or other electronic devices, or
- (vi) by notifications through the Service, or
- (vii) by announcements in the press, or
- (viii) by documents/forms available at the Insurance Company's branches or on its website
- **13.2.** Despite the above, as soon as the User receives any notification regarding the Service from the Insurance Company, as above, he/she shall forward the contents of the relevant notification and/or the notification itself to the Policyholder. This subparagraph shall apply vice versa also where the Policyholder receives any relevant notification.
- **13.3.** Unless otherwise described in these Terms and Conditions, the User and/or the Policyholder may communicate with the Insurance Company in respect of the Service, through the Service, or at the Insurance Company's branches, or by telephone or in writing at the telephone number or at the address set out in subparagraph 7.2 above or at another telephone number or address that may be communicated by the Insurance Company from time to time.
- **13.4.** The User and/or the Policyholder may send any questions, suggestions, complaints or any other comments to the Service through Secure Messages. The User and/or the Policyholder may not send through Secure Messages, without limitation, messages requiring immediate response, instructions, notifications for change of address or other personal information about the User and/or the Policyholder, or notifications that must be made in accordance to subparagraph 7.2.
- **13.5.** Any communication and notifications shall be made in Greek or in English.

## 14. COMMISSIONS AND CHARGES

**14.1.** The Insurance Company shall have the right to charge commission and/or fees for the execution of transactions through Service channels in accordance with the Table of Commissions and Charges of the Insurance Company as applicable at the execution time and as may be amended from time to time. The Table of Commissions and Charges shall be



provided to the User and/or the Policyholder and is available to the User and the Policyholder at all Insurance Company branches.

#### 15. AVAILABILITY OF SERVICES AND COMPLAINTS PROCEDURE

- **15.1.** Despite the fact that it is the Insurance Company's intention that the Service shall be available to Users 24 hours a day, there will be occasions when due to technical, security, system, maintenance, industrial action, administrative or other reasons (whether within the control of the Insurance Company or not) some or all of the services normally available through the Service will not be available. Accordingly, the Insurance Company may from time to time, without incurring any liability, temporarily suspend any or all of the services of the Service.
- **15.2.** Failure by the Insurance Company to deliver to the User and/or the Policyholder the expected standard of service, or if the Insurance Company, in the opinion of the User and/or policyholder has made a mistake, the User and/or the Policyholder may refer to the Service for clarifications and for correcting any errors. If the User and/or the Policyholder as the case may be, is dissatisfied and wishes to be informed of the procedure for handling complaints he/she may request the Insurance Company to provide him/her with the Insurance Company's relevant informational leaflet.
- **15.3.** The Insurance Company may, but shall not be obligated to record or monitor telephone communications for security and training reasons and to maintain quality standards for the provision of Services. Any such recordings or transcripts may be used as evidence in any dispute and shall be conclusive evidence and proof.

## **16. AMENDMENTS OF TERMS AND CONDITIONS**

- **16.1.** The Insurance Company reserves the right at any time to supplement or change these Terms and Conditions to reflect market conditions, good insurance practices, the products offered, the Insurance Company's policy and system capabilities, relevant laws or for any other reason. If the change is to the advantage of the User and/or of the Policyholder it will take immediate effect and the User and/or the Policyholder will be notified within 30 days. If the change is neither to the advantage or disadvantage of the User and/or the Policyholder, information shall be communicated 30 days prior to the change coming into effect. If the change is to the User's and/or the Policyholder's disadvantage, the Insurance Company shall give at least 60 days' notice prior to the change coming into effect. The User and/or the Policyholder shall thereafter have the right to terminate his/her access to the Service within the 60 day period subject to the provisions of paragraph 17 and the Policyholder shall have a right to terminate his authorization to the User by giving written notice to the Service within this 60 day period, without any extra charges.
- **16.2.** Despite the above, as soon as the User receives any notification regarding the amendment of these Terms and Conditions, he/she shall have an obligation to notify the Policyholder. This subparagraph shall apply vice versa also in the event that any relevant notification is received by the Policyholder.
- **16.3.** Every amendment proposed by the Insurance Company shall be deemed to have been accepted by the User and/or the Policyholder if at the time it is implemented the User and/or the Policyholder maintains his/her access to the Service.



**16.4.** The provisions of this paragraph may concern the amendment of any term of these Terms and Conditions, including commissions and charges as per paragraph 14.

#### 17. DURATION AND TERMINATION OF THESE TERMS AND CONDITIONS

- **17.1.** These Terms and Conditions shall be in the Greek and English language and shall be of indefinite duration. At any time during the term of these Terms and Conditions, the User and/or the Policyholder shall have the right, to receive these Terms and Conditions as well as the information and terms that the Insurance Company is obliged to provide in writing or other durable medium.
- **17.2.** The User and/or the Policyholder may, at his/her absolute discretion, terminate his access to the Service (and, by extension, terminate these Terms and Conditions) by giving notice in writing to the Service and, as appropriate, the Policyholder may terminate his/her authorization to the User by giving written notice to the Service. For the avoidance of any doubt it is clarified that the termination of access of the Policyholder to the Service shall automatically and immediately lead to the termination of the User's access to the Service. Furthermore, for the avoidance of any doubt, it is clarified that the termination of the Terms and Conditions does not entail termination of the Insurance Policy.
- **17.3.** The Insurance Company may at its absolute discretion terminate the Policyholder's and/or the User's access to the Service (and, by extension, terminate these Terms and Conditions) by giving notice in writing to the Policyholder and/or to the User. For the avoidance of any doubt, it is clarified that the termination of the Policyholder's access to the Service shall automatically and immediately lead to the termination of the User's access to the Service. Furthermore, for the avoidance of any doubt, it is clarified that the termination of the Terms and Conditions does not entail termination of the Insurance Policy.
- **17.4.** It is understood that as soon as the User receives any notification by the Insurance Company according to paragraph 17 of these Terms and Conditions, he/she shall have an obligation to forward the contents of the relevant notification to the Policyholder. This subparagraph shall also apply vice versa in the event that any relevant notification is received by the Policyholder.

# **18. INTELLECTUAL PROPERTY RIGHTS**

**18.1.** It is be prohibited to copy, distribute, send or broadcast by electronic or other means, to adapt or re-adapt any material of the Service, without the Insurance Company's prior written consent, as this constitutes intellectual property of the Insurance Company.

## 19. LINKS FROM THE INSURANCE COMPANY'S WEBSITE

**19.1.** On the Insurance Company's website the User is able to access special links, hyperlinks and banners redirecting to websites belonging to third parties, the content of which is the sole responsibility of the said third parties. The Insurance Company does not guarantee their availability and shall not be liable for their content, correctness, legality, completeness, update and accuracy of information provided through these websites as well as for any loss suffered by the User and/or the Policyholder as a result of accessing and using information from such websites.



#### 20. OTHER MATTERS

- **20.1.** The Service is a method of accessing and using services provided by the Insurance Company.
- **20.2.** The User and/or the Policyholder may not use the Service to give instructions in breach of the Insurance Policy (including, without limitation, the possible periods and/or notification procedures thereunder).
- **20.3.** Each one of the provisions of these Terms and Conditions is distinct and severable and a declaration of invalidity or unenforceability of any provision or part of the Terms and Conditions by a competent court or authority shall not affect the validity or enforceability of any other term or part thereof.

#### 21. GOVERNING LAW AND COURTS

- **21.1.** These Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of Cyprus and shall be subject to the jurisdiction of Cyprus Courts.
- **21.2.** Without prejudice to the above subparagraph, the Insurance Company shall reserve its right to bring an action before the Courts of any other country.

We have modified our Company's Privacy Statement with a view to the implementation of the General Data Protection Regulation (GDPR). You can read the new Statement on our website at <a href="https://www.eurolife.com.cy/globalassets/privacy-statement-eurolife-eng-july-2023.pdf">https://www.eurolife.com.cy/globalassets/privacy-statement-eurolife-eng-july-2023.pdf</a>

# **Cookie Policy**

## About website cookies

Cookies are small text files that visited websites save on your computer. Cookies are used to provide visitors access to various functions. The information in the cookie can be used to track your internet usage. Under the Electronic Communications Law, all visitors to a website featuring cookies must have access to information stating that the website contains cookies and the purpose for which cookies are used. Visitors must also approve such cookies being used. Our website uses the following cookies:

Cookie Name	Purpose	Туре
ga _gid _gat	Google Analytics. These third party cookies are used to collect information about how visitors use the website.	Analytical
addthis.comatrfs,atuvc,atuvs	Third party cookies from AddThis plugin (tool for sharing pages on social networks). More at:<="" a="" style="box-sizing: border-box; background-color: transparent; color: rgb(1, 120, 142); text-decoration: none;">	



cloudflare.com	Third party cookies. More at:<="" a="" style="box-sizing: border-box; background-color: transparent; color: rgb(1, 120, 142); text-decoration: none;">	Statistical (externally)
doubleclicl.net	Google Advertising. These third party cookies are used to improve advertising.	Marketing (externally)
ASP.NET_SessionId	Session cookies sent to the web browser. Used when you open the browser and then go to a website that implements the ASP.NET session state. These cookies are deleted when you close your browser.	Mandatory
BIGipServerGROUP_WebSrver TS013ab56e	BIG-IP F5server cookies. They validate domain cookies and qualifying subdomain cookies, and detect session expiration.	Mandatory
livemonitorUserId	They monitor user activity on site.	Statistical (internally)
endDateMont, endDateYear, picked, startDateMonth, startDateYear	They store chosen filters for the Funds chart.	Functionality
EU_COOKIE_LAW_CONSENT	They tell us that you have clicked "Continue" in our cookie popup and you are OK to accept cookies.	Functionality

# Analytics tools for the website

On this website the web analytics tool Google Analytics is used to get an overall picture of how visitors use the site. Google Analytics uses cookies to collect information in an anonymous (aggregated) form about how visitors use the website, e.g. the number of page views, how visitors have arrived at the website, and the number of visits. The purpose is to help us improve the usability of the website. Information generated through our website usage is redirected to and stored by Google Inc. This site uses IP anonymization in Analytics. The IP anonymization feature in Analytics sets the last octet of IPv4 user IP addresses and the last 80 bits of IPv6 addresses to zeros in memory shortly after being sent to the Analytics Collection Network. The full IP address is never written to disk in this case.

## How to avoid cookies

If you would prefer cookies to be rejected, change the settings in your web browser so that you either automatically refuse cookies to be downloaded or are prompted each time a website requests to save a cookie. Cookies that have been previously downloaded can also be deleted through the web browser. For more information, see the documentation for the web browser in question.



# **TERMS AND CONDITIONS (MOBILE APPLICATION)**

#### 1. Introduction

Please read the Terms and Conditions of Use carefully before using the services of the Application.

Please also note that by accessing, browsing and using the Application, You certify that You have read, understood, agreed to and ultimately accepted the Terms and Conditions of Use of this service, including the Personal Data Privacy Statement).

If, after having read all the documentation listed above, You find that for any reason you do not agree with and do not accept any of their content and provisions (including the Personal Data Privacy Statement), You are kindly requested not to install the Application or to immediately delete it, as well as every part of it, from Your phone, tablet or any other electronic device and not to use it in any manner.

If, despite reading the following Terms, You still have any questions regarding these Terms or in case You need further clarifications or information on the Application services, You may contact Eurolife, by E-mail at <a href="mailto:info@eurolife.bankofcyprus.com">info@eurolife.bankofcyprus.com</a> or at 8000 8880.

## 2. Definitions

For the purposes of these Terms and Conditions, the following definitions apply:

- Eurolife Ltd (hereinafter referred to as "Eurolife"), has the right to use and exploit this
  Application, which is adapted to the requirements and services offered by Eurolife,
  and to the specifications of the security software possessed or acquired in the future
  by Eurolife.
- "We", "Us", "Our" refer to Eurolife.
- "You", "Your" "User" and "Users" pertain to the users who use the Application.
- "Application" refers to the software/mobile phone application that has been developed by Eurolife Ltd and used by the users in accordance to the paragraph entitled "Scope of the Application".

## 3. General information

- 1. Eurolife allows You to install and use one copy of this Application (hereinafter referred to as the "Application"), as well as all related services which appertain thereto, under the following Terms and Conditions of Use, which constitute a legally binding agreement (hereinafter called the "Agreement") between Eurolife and You, the User of the Application. Eurolife, reserves the right to update / modify / amend these Terms, whenever they deem it necessary. To this end, the update / modification / amendment will be posted on the Application and the last Modification Date will be indicated under the title of the Terms, so that You will be notified thereof. The use of the Application after the Modification Date indicates Your acceptance of these updates / modifications / amendments.
- 2. The Application is exclusive property of Eurolife, operated and provided by Eurolife and it is protected by the applicable laws, which are currently in force, and in



particular by the legal provisions on the protection of intellectual property, the protection of trademarks and distinctive signs and the legal provisions on unfair competition. You may only install and use one copy of the Application for personal and non-commercial use in accordance with the Terms of this Agreement and no other rights are granted hereby.

- 3. Please note that if any of the Terms below is or becomes null and void, this will not affect the validity of the entire Agreement.
- 4. Furthermore, in addition to the following Terms of Use and for the purposes of this Agreement, the provisions of the applicable laws apply, even if not explicitly stated in these Terms of Use.

## 4. Scope of the Application

- 1. The Application allows the User to perform a series of actions via their mobile phone. Specifically, via the Application, the User can:
  - (a) View contract information.
  - (b) View payment history of a contract.
  - (c) Make payments.
  - (d) View various documents.
  - (e) View claims history.
  - (f) Submit new claims.
  - (g) View personal information.
  - (h) Request changes to a contract.
- 2. A basic precondition for the use of the above services offered by the Application is that the User holds a valid Policy with Eurolife.
- 3. It is pointed out that the submission of a Claim via the Application does not constitute the undertaking of any responsibility on behalf of Eurolife and the Insured might be requested to fill-out a Claim Form and submit supporting documents all while the Claim might be subject to further investigation.
- 4. The evaluation of a Claim is subject to the terms, conditions, and exceptions specified in the Policy Wording.

## 5. Application subscription

- 1. You may only use the Application once You have subscribed to it as a User.
- Everyone is entitled to become a subscriber. Application subscription and use are strictly personal. The assignment of use of the Application account to third parties is strictly prohibited. Any violation of this provision shall result in the termination of Your cooperation with Us, with immediate effect, and We reserve the right to dismiss Your request for re-subscription in the future.



- 3. By subscribing to the Application, You agree to the following:
  - (a) That You will not use the Application for any of the following purposes: to carry out any unlawful activities; in any manner that disrupts, damages or reduces the effectiveness of the Application; to transfer files that contain viruses, trojans or other malicious software; to access or attempt to access the accounts of other Users; to infiltrate or to attempt to infiltrate any security measures; to transmit any content which is defamatory, obscene or harassing, threatening or abusive to any person or any group of persons on grounds of religion, sex, sexual orientation, race, ethnicity, age or disability or anything to that extent; to advertise or promote Your products or services or the products or services of other parties.
  - (b) That You shall not use the Application to engage in any activity which may damage the reputation of Eurolife.
  - (C) That You shall comply with all applicable laws of the country, state and city in which You use the Application.
  - (d) In the event that the Application allows the use of nicknames/usernames, You shall avoid using nicknames/usernames which are considered offensive.
  - (e) That the access and use of the Application service through mobile devices, or through the use of certain mobile phone functions, may involve the payment of a fee to the provider of mobile telephone services which You use ("Provider") and You are solely responsible for the payment of such fees.
  - (f) You shall maintain and operate the technical equipment and the operational procedures, in order to have access to the Application, including, but not limited to, the operation of the mobile phone that is compatible with the Application, Internet connection, data plans, GPS.
  - (g) To receive alerts (Notifications) on Your mobile or E-mail, of the messages that We want to share with You regarding the use or the services of the Application.
  - (h) That You are solely liable for any fines, penalties and any administrative and judicial proceedings which may be initiated by or against You, on account of Your activities or Your driving behaviour.
  - (i) That Eurolife is entitled to the use (either on Eurolife's account on or account of third parties) of all data, recorded by the Application (which cannot lead to the identification of any User of the Application), at all times and without giving prior notice to the Users, in compliance with the Terms and Conditions of Use.
- 4. In case that the Application will ask for a personal password please note that You shall be solely responsible for maintaining the confidentiality of the password which You selected upon registration and thus We advise You not to share Your password with anyone. Eurolife shall not be liable for any damages that may arise from or in connection with the disclosure, on Your part, of Your password to a third party or the use of Your password by a third party to access Your account or in general by an unauthorized access to Your account. In the event of any unauthorized use of Your account, You must immediately notify Eurolife at <a href="mailto:info@eurolife.bankofcyprus.com">info@eurolife.bankofcyprus.com</a> or at 8000 8880.

# 6. User's obligations

1. As noted above, and without prejudice to Eurolife's rights, Eurolife allows You to merely install and use one copy of the Application and no other rights shall be



- assigned to You. The sale or disposal of the Application to third parties in any way is prohibited.
- 2. You are kindly requested to comply with all technical restrictions in the Application which allow its use only in the designated manner, as well as to use the Application with due consideration.
- 3. By way of example, it should be noted that You shall not:
  - o override any technical restrictions in the Application software
  - reverse engineer, decompile or disassemble the source code or the object code of the Application software make more copies of the Application
  - o publish the Application for others to copy
  - o rent, lease, sub-lease, translate or lend the Application
  - o transfer the Application to any third party
  - o use or copy the Application for competitive or commercial services
  - o distribute existing passwords in the Application to third persons or
  - o use the Application for commercial application hosting services.

# 7. Personal Data Collection and Processing Policy - Privacy Policy

- 1. The responsibility of processing of personal data lies with Eurolife.
- 2. While processing those data, Eurolife shall comply with high ethical standards and respect Your Privacy.
- 3. In the context of using the Application, the following personal data is requested:
   During registration: E-mail or Mobile Phone Number, ID or Passport, Date of Birth.
  - -During Claim Submission: Policy Number, personal details of claimant insured member.
- 4. We should emphasize that We have complied with all procedural security requirements to prevent misuse and unauthorized access and any process We use is in accordance with national and international data protection regulations.
- 5. For more information regarding the collection and processing of Personal Data, the User should read the Personal Data Privacy Statement, a copy of which is available online at the official website of Eurolife.

# 8. Intellectual Property Rights - Right of Use

- The Application, as well as all related intellectual and industrial property rights, including, but not limited to, their distinctive traits and titles, trademarks, images, graphics, photographs, designs, texts, etc., are the intellectual property of Eurolife, which is protected by the applicable laws and in particular by the provisions on protection of intellectual property, trademarks and distinctive signs, as well as by the provisions on unfair competition.
- 2. As stated above, You may only install and use one copy of the Application and no other rights are granted hereby. Copying, analog/digital recording and mechanical reproduction, distribution, transfer, processing, retailing, creating of any derivative



- work or misleading the public as to the actual provider of the Application is absolutely prohibited. Reproduction, republication, uploading, posting, transmission or transfer or any other use of the Application in any manner or means, for commercial or other purposes, is subject to the prior written consent of Eurolife.
- 3. Under the Terms and Conditions of Use set forth herein and all applicable laws and regulations, We grant You a non-exclusive, non-transferable, personal, limited right to access and use the Application. This license does not mean an ownership transfer of a title of any kind.
- 4. It should be noted that Eurolife reserves the right to monitor the permanent or temporary non-approved reproduction of the Application in any manner and to pursue any appropriate remedies to terminate it. Moreover, Eurolife reserves the right to prohibit any translation, adaptation, illegal traffic (counterfeits, illegal copies etc.) or any other modification to the Application, as well as any form of distribution to the public, including the lease of the original Application or any copies thereof.
- 5. Finally, decompiling of the Application is prohibited, unless required for ensuring the intra-functionality and interconnectivity of the Application with other programs and it may be allowed under the following cumulative conditions: a) decompiling must be authorized by Eurolife, b) decompiling must be carried out by the licensee, c) decompiling is required for the intra-functionality of the Application and d) it is limited solely to the parts of the Application which are essential to intra-functionality. It is clarified that the decompiling licensee may not disclose the information obtained through the Application to third parties. Moreover, it is explicitly stated that rebuilding the Application or any other creative work/development that is significantly similar to the Application, as described herein, through the use of the information obtained through decompiling, as well as any other act which may infringe Eurolife's copyright, is prohibited. The above prohibition extends to programs which have been rebuilt through decompiling even if their functional expediency is different to the Application's.

# 9. Disclaimer

- 1. Eurolife hereby declares that the use of the Application is absolutely harmless to Your mobile phone. The Application does not affect the mobile phone's operating system. The Application or Eurolife shall not be responsible for any damage to the mobile phone's software.
- 2. The content and services of the Application services are provided "as they are" without any warranty, whether explicit or by any means implied, on their effectiveness, the uninterrupted availability, the absence of errors.
- 3. We shall not be responsible for any inaccuracies of the information obtained by Eurolife through the Application.
- 4. We shall hold no liability for any loss and/or damage from the operation and/or use of the Application and/or the inability to provide services and/or information available through the Application and/or from any unauthorized third-party interventions.
- 5. You expressly waive and discharge Eurolife from any liability, claim, or damages resulting from the use of the Application, and which do not relate to a breach of these Terms and the provisions of the applicable legislation on Our part.



#### 10. Termination of Use

- 1. Eurolife may at all times notify, suspend or cancel, temporarily or permanently, Your Account, and pursue any appropriate legal remedies if: (i) You breach any guarantee or obligations under this Agreement, or any policies or rules pertaining to it, (ii) You engage in fraudulent practices or behaviour, or (iii) Eurolife finds, at its absolute discretion, that Your activities or behaviour have caused damage or threaten to cause damage to third parties, or to Eurolife or the Application. You are not entitled to any compensation on account of the deletion or suspension of Your Application account.
- 2. We reserve the right to suspend or modify any or all services offered by the Application and stop providing it, at any given time, at our absolute discretion, without notice and, beyond the extent specified in these Terms and Conditions of Use, you are not entitled to any reimbursement or re-payment after the interruption or modification of the services of the Application or if we stop providing it.
- 3. We hereby inform You that You are under no obligation to use the Application and You can choose to stop using it at any time.

## 11. Charges

You do not have any financial responsibility towards Eurolife in consideration for the use of the Application.

## 12. Maintenance and Support

- 1. Eurolife is under no obligation hereunder to provide any support, maintenance, updates, modifications or new versions of the Application.
- 2. However, Eurolife may from time to time release upgraded versions of the Application and may automatically upgrade the electronic version of the Application that You are using on Your mobile phone.
- 3. By using the Application, You consent to any such automatic upgrade and You agree that the Terms and Conditions of this Agreement extend to any such upgrade.

# 13. Applicable Law

The Terms of Use shall be governed by the laws of the Republic of Cyprus, and the Courts of the Republic of Cyprus shall have exclusive jurisdiction in relation to any disputes arising out of or in connection with the Terms of Use.

## 14. Contact us

You can reach out to us via phone or E-mail:

- For calls within Cyprus, dial 8000 8880 (free of charge)
- For international calls, dial +(357) 22 124000
- Send us an email at info@eurolife.bankofcyprus.com