

## GENERAL TRANSACTION TERMS

### GENERAL PART

#### 1. OBJECT

1.1. These General Transaction Terms (hereinafter referred to as "GTT") constitute a framework contract entered into at the beginning of the Customer's cooperation with ATTICA BANK SA, located at 23, Omirou str., Athens, registered with GEMI number 00025501000, is supervised by the Bank of Greece, whose website is [www.atticabank.gr](http://www.atticabank.gr), as it is legally represented (hereinafter referred to as "the Bank") and governs all banking transactions including payment services and generally the legal relationships between them and in particular those arising from the opening of at least one deposit account.

1.2. The Customer, upon becoming aware of the GTT, declares in writing or in any other manner determined for this purpose by the Bank that it accepts them without having to affix his/her signature on the body of the GTT. Upon accepting the GTT, the Customer's personal identification details shall be registered with the Bank in accordance with the rules set forth in the applicable regulatory framework and shall receive a Customer number, which shall identify him/her throughout the entire duration and for the entire scope of his/her cooperation with the Bank.

1.3. In the beginning of his/her contractual relationship with the Bank, the Customer shall receive a copy of the GTT in print form or any other durable medium, and shall be entitled to obtain another copy at any time during his/her contractual relationship.

1.4. The GTT are supplemented and/or amended in accordance with any special terms that govern each separate transaction or contract of the Customer with the Bank, whereas, in case of any discrepancy, the latter shall supersede the former as more specific. Accordingly, the transactional relations created between the Bank and the Customer are based on mutual trust and are governed by the institutional framework as in force, the present terms, the applications submitted for the provision of a product or service, and any other documents attached thereto, pre-contractual information, the specific terms of the contract to be drawn up, and the principles of good faith and fair business practices.

1.5. The provisions governing the opening and operation of a deposit account, as well as the general terms governing the duration, amendment, and termination hereof are contained in the GENERAL PART of these GTT, and the specific provisions on the use, features and services provided by the Bank to the Customer through its deposit account are included in the SPECIAL PART hereof.

#### 2. DEFINITIONS

For the purposes of the GTT, the following definitions shall apply:

2.1. "**Payment Services**" means the following business activities:

- (a) services that allow cash deposit in a payment account, as well as all the activities required to maintain a payment account;
- (b) services that allow cash withdrawals from a payment account, and all the activities required to keep a payment account;
- (c) executing payment transactions, including the transfer of funds, to a payment account held at the payment service provider of the user or another payment service provider:
  - i) execution of direct debit orders, including one-off direct debit,
  - ii) execution of payment transactions by payment card or similar instrument,
  - iii) execution of credit transfers, including standing orders,
- d) execution of payment transactions where the amounts are covered by a credit line for the payment service user:
  - i) execution of direct debit orders, including one-off direct debit,
  - ii) execution of payment transactions by payment card or similar instrument,
  - iii) execution of credit transfers, including standing orders,
- (e) issue of payment instruments and/or acceptance of payment transactions;
- (f) remittance services;
- (g) payment initiation services;
- (h) account information services

2.2. "**Payment Transaction**" means an act, initiated by the payer or on his behalf or by the payee, of placing, transferring or withdrawing funds, irrespective of any underlying obligation between the payer and the payee,

2.3. "**Remote Payment Transaction**" means a payment transaction initiated via internet or through a device that can be used for remote communications,

2.4. "**Digital Services Systems**" means any services made available to the Customer by the Bank with which the Customer may conduct transactions on his / her deposit accounts, through electronic networks and telecommunication devices and / or the internet, in combination with the use of a personal computer, mobile or landline telephone or any other suitable device at any time indicated by the Bank, without the physical presence

of an employee of the Bank such as the Internet Banking System, the Mobile Banking System or any other System developed and made available by the Bank in the future and as specified on its website at any time.

**2.5. "Payment System"** means a funds transfer system governed by formal standardised arrangements and common rules for the processing, clearing and / or settlement of payment transactions,

**2.6. "Payer"** means a natural or legal person who holds a payment account and allows a payment order from that payment account or, where there is no payment account, a natural or legal person who gives a payment order,

**2.7. "Payee"** means a natural or legal person who is the intended recipient of funds which have been the subject of a payment transaction,

**2.8. "Payment Service User"** means a natural or legal person making use of a payment service in the capacity of payer, payee, or both,

**2.9. "Payment Service Provider"** means a body referred to in Article 1 (2) or Article 34 of Directive 2015/2366/EU, to which the Bank also belongs,

**2.10. "Deposit Account"** means the deposit account of any kind (savings, sight, current, time deposits, etc.) held with the Bank in the name of one or more persons and to which the Customer is entitled to conduct transactions throughout the Bank's branch network, ATM's and through the Digital Services Systems available to the Customer at any time, in accordance with the terms herein and any specific terms applicable to any particular type of Deposit Account.

**2.11. "Deposit Account for Payments"** means the Deposit Account either in Euro or in other currencies of EU Member States or the EEA, or in any currency, provided that at least one of the payment service providers is within the EEA, which has been opened and operates in accordance with the provisions of Law no. 4537/2018 on payment services and which is used for the execution of Payment Transactions and in particular the Deposit Sight Account, Deposit Savings Account and the Deposit Current Account. A Time Deposit account and any account which by its nature and / or function does not allow payment transactions to be performed shall not be considered to be a Deposit Account for Payments.

**2.12. "Payment Order"** means any instruction by a payer or payee to its payment service provider requesting the execution of a payment transaction,

**2.13. "Payment Instrument"** means a personalized device and / or set of procedures agreed between the payment service user and the payment service provider and used in order to initiate a payment order,

**2.14. "Payment Initiation Service"** means a service to initiate a payment order at the request of the payment service user with respect to a payment account held at another payment service provider,

**2.15. "Account Servicing Payment Service Provider"** means a payment service provider providing and maintaining a payment account for a payer,

**2.16. "Payment Initiation Service Provider"** means a payment service provider pursuing business activities as referred to in par. 2.14. above,

**2.17. "Remittance Service"** means a payment service in which a payer receives money without creating a payment account in the name of the payer or payee, for the sole purpose of transferring a corresponding amount to a payee or to other payment service provider acting on behalf of the payee and / or where such funds are received on behalf of and made available to the payee,

**2.18. "Direct Debit"** means a payment service for debiting a payer's payment account, where a payment transaction is initiated by the payee on the basis of the consent given by the payer to the payee, to the payee's payment service provider or to the payer's own payment service provider,

**2.19. "Credit Transfer"** means a payment service for crediting a payee's payment account with a payment transaction or a series of payment transactions from a payer's payment account by the payment service provider which holds the payer's payment account, based on an instruction given by the payer,

**2.20. "Standing Order"** means the Customer's order to the Bank, where its Payment Deposit Account is maintained, to carry out credit transfers at regular intervals or on predetermined dates,

**2.21. "Monetary Amounts"** means banknotes and coins, accounting or electronic money within the meaning of paragraph 1 of Article 10 of Law no. 4021/2011,

**2.22. "Value Date"** means a reference time designated by the Bank for the calculation of interest on the funds debited from or credited to a deposit account or payment account,

**2.23. "Reference Exchange Rate"** means the exchange rate which is used as the basis for calculating any currency exchange and which is made available by the Bank or coming from a publicly available source,

**2.24. "Authentication"** means a procedure which allows the payment service provider to verify the identity of a payment service user or the validity of the use of a specific payment instrument, including the use of the user's personalised security credentials,

**2.25. "Strong Customer Authentication"** means an authentication based on the use of two or more elements categorised as knowledge (something only the user knows), possession (something only the user possesses) and inherence (something the user is), which are independent from one another, in that the breach of one does not compromise the reliability of the others, and is designed in such a way as to protect the confidentiality of the authentication data,

**2.26. “Personalised Security Credentials”** means personalised features provided by the payment service provider to a payment service user for the purposes of authentication,

**2.27. “Unique Identifier”** means a combination of letters, numbers or symbols specified to the payment service user by the payment service provider and to be provided by the payment service user to identify unambiguously another payment service user and / or the payment account of that payment service user for a payment transaction.

**2.28. “Means of distance communication”** means the method which, without the simultaneous physical presence of the payment service provider and the payment service user, may be used for the conclusion of a payment services contract,

**2.29. “Durable medium”** means any instrument which enables the payment service user to store information addressed personally to that payment service user in a way accessible for future reference for a period of time adequate for the purposes of the information and which allows the unchanged reproduction of the information stored,

**2.30. “Business day”** means a day on which the relevant payment service provider of the payer or the payment service provider of the payee involved in the execution of a payment transaction or any other payment service provider involved in the execution of a payment transaction is open for business as required for the execution of a payment transaction. In addition to national holidays and international payment system holidays, local holidays are not considered to be business days, especially for the Bank's local branches. For each particular payment transaction and / or depending on the instrument by which it is executed, a specific cut off time for the Bank's operations is set within the business day, beyond which the order for execution of the Payment Transaction is deemed to have been received the next business day. These cut-off times, as applicable from time to time, are available to the Customer at any time during the contract, either at the Bank's Branches or at its website [www.atticabank.gr](http://www.atticabank.gr).

**2.31. “Micro enterprise”** means an enterprise which, at the time of conclusion of the payment service contract, falls within the meaning of Article 1 and Article 2 (1) and (3) of the Annex to Recommendation 2003/361/EC (OJ L 124), as specified in par. 2 of Art. 2 of Law no. 4308/2014, as in force,

**2.32. “Customer”** means a natural or legal person or association of persons, with or without legal personality, who has any contractual or transactional relationship with the Bank in accordance with this contract.

**2.33. “Consumer”** means a natural person who is not acting for commercial, business or professional purposes under this contract.

**2.34. “Consumer Customer”** means the Customer who, in accordance with Law no. 4537/2018 for payment services, as applicable, falls within the meaning of the consumer, as well as the micro enterprise, which is subject to the same treatment as that provided for under the law for the consumer.

**2.35. “Non-Consumer Customer”** means the Customer who, in accordance with Law no. 4537/2018 for payment services, as applicable, does not fall within the meaning of consumer or micro enterprise. Where necessary, in the context of the provision of payment services on behalf of the Bank, Customer and Non-Consumer Customer shall be distinguished in the sense herein provided, otherwise all provisions hereof shall bind each Customer of the Bank.

**2.36. “Special Banking Operation Terms for Transactors with the Bank”** means the applicable Special Banking Operation Terms for Transactors with the Bank, including any fees, costs, charges and any charges for opening and maintaining a Deposit Account and all transactions made through it. The Special Terms, as adjusted from time to time, are available to the Customer at any time during the contract, either at the Bank's Branches or at its website [www.atticabank.gr](http://www.atticabank.gr).

**2.37. “Account Information Service”** means an online service providing aggregated information on one or more payment accounts held by a payment service user either at another payment service provider or at several payment service providers.

**2.38. “Account Information Service Provider”** means a payment service provider pursuing business activities as referred to in par. 2.37. above.

### **3. IDENTIFICATION - LEGALISATION - CUSTOMER CONTACT DETAILS**

**3.1.1.** The Customer - Natural Person, shall be obliged to make available to the Bank any document which, by law, is considered proof of the identity of a natural person. The Bank is under an obligation to request the presentation of any identification and verification of the Customer's identity required, as well as to receive and retain copies of his signature and copies of the documents submitted thereto, in the context of compliance with the principle "Know Your Customer / KYC", as required by the regulatory framework for money laundering and combating terrorism, as applicable, and the provisions concerning international tax law compliance and the automatic exchange of financial account information, to which the Bank is subject. The Bank shall be entitled to require such updates at regular intervals, at its sole discretion and at least at the intervals set by the relevant regulatory framework.

**3.1.2.** In the event of the death of the Customer - Natural Person and in order to legalise his heirs, the Bank shall be entitled to request them to produce the necessary legal documents, including a certificate of inheritance.

**3.1.3.** The Customer legal entity, is respectively required, in compliance with the above in par. 3.1.1. requirements, to provide the Bank with a complete set of legal documents proving its legal establishment and

operation, if it meets the criteria of a micro enterprise, in accordance with the applicable regulatory framework, providing on a yearly basis all the required evidence and documents that it still holds that capacity, and that its representatives are authorized to act in its name and/or on its behalf and to legally bind it. The Customer legal entity is obliged to immediately notify the Bank in case of any change in its representation, providing any relevant documents thereto. Until the Bank has been notified of any change in the representation of the Customer legal entity, no objections can be raised against the Bank for this reason. The Bank may at any time, at its discretion, request the presentation of supplementary information as well as require it to be updated at regular intervals, at its sole discretion and at least at the intervals specified by its respective regulatory framework, and keep copies of the documents submitted to it. The provisions of this paragraph shall apply mutatis mutandis to any association of persons, as well as to legal persons or associations of persons, established under the laws of another State.

**3.2.** Keeping abreast of the technological developments, the Bank enables its Customers to contract or contracts with them with the use of an electronic signature instead of a handwritten signature. In such cases, the Bank ensures that all security requirements are met and the Customer must follow the steps that are required on a case-by-case basis. In any such case, the electronic signature is fully binding, has equivalent legal force and has the same legal effect as the handwritten signature, certifying both the authenticity of the electronic document and the signatory's identity. The electronic documents that are signed in accordance with the foregoing, shall be kept protected and fully secured, and copies or extracts thereof, extracted from the Bank's official digitally maintained archives, shall constitute complete proof of their content and provenance, permitting counter-evidence.

**3.3.** In full compliance with the above in par. 3.1.1. requirements, the Customer is required to provide the Bank with the exact full address of his residence or temporary residence or his seat, as well as his full contact details (landline and mobile phone number respectively). The Customer's residence or registered seat is considered to be the last address stated by him, to which the documents hereunder are legally disclosed and producing the legal effects under the law and the present. This provision also applies respectively in the case of the email address that the Customer has stated.

**3.4.** The Customer is obliged to notify the Bank in a timely manner, by document, of any change in his / her information referred to in par. 3.1., 3.2. and 3.3. above, at the same time presenting the relevant documents and is liable for any damage suffered by the Bank from the fact that, without its own fault, it did not become aware of any changes in these data.

**3.5.** The Bank is not responsible for the validity, accuracy or authenticity of the documents delivered to it, during the verification of the Customer's identification and legality and is therefore not liable for damages that may occur to the Customer or other payees or third parties due to defects of the above documents.

**3.6.** The Bank shall keep copies of those submitted to it in accordance with the above in par. 3.1., 3.2., 3.3. and 3.4., legalisation documents of the Customer and is entitled to refuse to provide its services or to provide them on condition, in the event where the Customer has not provided all or part of the above mentioned documents, without any liability whatsoever.

**3.7.** Third parties, authorized in writing by the Customer, may represent and sign on behalf of the Customer in its dealings with the Bank, unless otherwise provided by this or any particular contract. The above authorization, if not provided by the Customer in person, must bear the authenticity of his signature and a definite date from a competent Public Authority. The Customer shall be obliged to notify the Bank in writing of any change, revocation or any other termination of the above authorization, even if such change, revocation or other termination of the authorization results from other elements. The Customer shall in any event bear the burden of proving that the notice has been given to the Bank, and until such notice the Customer is fully bound by the transactions carried out by the above authorized persons.

**3.8.** The Customer declares that both he and the persons who represent him have full legal capacity and are not subject to any limitation of that capacity. The Customer shall be fully responsible for any damage suffered by the Bank, due to the inappropriate and untimely notification of the occurrence of any restrictions on the legal capacity of either itself or the persons mentioned in par. 3.7. above, which dealt with the Bank on the order and/or on behalf of the Customer.

**3.9.** All notifications, notices or requests of the Customer to the Bank are addressed either by post to the Bank's address (23 Omirou Street, Athens, 10672), or electronically at [info@atticabank.gr](mailto:info@atticabank.gr) and / or any branch of its network, and to the Bank's phone number 210-3669000, and the Bank to the Customer at his last reported residence, as well as the e-mail address the Customer may have provided and / or the contact telephone numbers stated last or to its attorney, at the discretion of the Bank. The Customer's last reported address is legally notified of any document relating to the present and any Special Terms that supplements it and producing the legal effects under the law and the present.

**3.10.** In case of change of the Customer's residence or registered seat or e-mail address and / or contact telephone numbers, he is obliged to immediately notify the Bank of his new contact details, and until such time as the Bank is notified, the Bank shall notify or send any relevant information lawfully and validly to those last reported. The above applies and to the Attorney. Failure to fulfill this obligation deprives the Customer of the right to submit objections, suggestions or claims regarding any failure in being notified.

**3.11.** In any event the Customer is not found at the above reported address, the Bank has no obligation to investigate its address and all notifications may be made, either to the Customer at his last reported address or

to the attorney appointed by the Customer, (in accordance with Article 142 par. 4 of the Code of Civil Procedure), at its sole discretion.

**3.12.** If the Customer is to reside abroad for a period of more than three (3) months and has not designated an attorney at the Bank, he has no right to submit any objections, suggestions or claims regarding any failure in being notified, as set forth above. This period is limited accordingly, if the Customer's transaction with the Bank provides for more frequent communication.

**3.13.** Any revocation or resignation of the appointed as above attorney in order to have an effect against the Bank must be notified to the Bank, together with the appointment of another attorney with a precise indication of his identity, address, e-mail address, and landline and mobile telephone numbers; otherwise, the revocation or resignation on the one hand has no legal effect and, on the other hand, gives the Bank the right to terminate the present for that reason alone.

**3.14.** It is expressly agreed that the Bank may choose the manner of the above notifications either by bailiff, or by simple letter or letter that is sent registered or by courier or with proof of receipt, or by any electronic means (fax, etc.); the Customer waiving the right to propose any objection to such notifications.

**3.15.** Both the Customer's communication with the Bank and the Bank's communication with the Customer is made in the Greek language, which is the official language of this agreement.

#### **4. DEPOSIT ACCOUNT**

**4.1.1.** The Bank makes available to the Customer Deposit Accounts, through which the Customer is entitled to conduct transactions throughout the Bank's Branch Network, ATM's, and through its Digital Services Systems.

**4.1.2.** The GTT apply to any type of Deposit Account held by the Customer with the Bank, without prejudice to any more specific provisions applicable to the individual Deposit Account types and / or more specific agreements between the Bank and the Customer.

**4.1.3.** The Bank reserves the right to make available to its Customers, in addition to those referred to herein, Deposit Accounts with different, as appropriate, features and / or conditions, in accordance with the respective special terms, which supplement the GTT. It is explicitly stated that in the absence of a specific agreement for this purpose, the Customer has no right to create a debit balance in his/her Deposit Account (ability to overdraw or exceed current balance). However, if for any reason a debit balance is created, such as in the case of interest charges due to transactions of the Account and / or use of the Card, the Bank shall notify the Customer by any appropriate means and the latter shall be obliged to pay it immediately.

**4.1.4.** The relevant information for the opening of a Deposit Account has been provided in advance of such opening, and the Customer must comply with and adhere to the instructions of the Bank, which in any case reserves the right to set the minimum amount of money required for opening the Deposit Account and the minimum balance to be kept in the Deposit Account, depending on its pricing policy. The aforementioned amounts are stated in the Special Banking Operation Terms for Transactors with the Bank, as applicable.

**4.1.5.** In order to enable the Customer to make transactions through the Deposit Account, which are performed in the branches of the Bank's network, the latter is obliged to provide the Bank with details of his identity, as stated in par. 3.1., 3.3. and 3.2. above, the applicable document proving its capacity as the holder of the Account, as determined by the Bank each time (e.g. a deposit passbook, a cheque book, etc.), as well as the Unique Identifier of the Deposit Account and / or any additional information or documents as requested by the Bank.

**4.1.6.** If the Customer's transactions are conducted through the Bank's Digital Services Systems, the Customer shall provide the identification data required by each digital medium, as detailed in Article 10.

**4.1.7.** If the Bank Branch where the Deposit Account has been opened closes or terminates its operations for any reason, the Deposit Account remains active and the Bank is obliged to inform the Customer as soon as possible by any appropriate means, and the Customer may hereafter be served by any Branch of his choice.

#### **4.2. Savings Deposit Accounts**

**4.2.1.** Savings Deposit Accounts are accounts that are not issued or drawn on private cheques.

**4.2.2.** The Customer is obliged to keep the deposit passbook that the Bank may have provided during the opening of the Savings Deposit Account, as well as to notify the Bank immediately and in writing, in case of its loss or theft. Otherwise, the Customer shall be liable for any damage caused by theft or loss, which is not due to the Bank's fault, during the verification of the Customer's identification and / or legalisation, as referred to in par. 3.1.1. and 3.2. above.

**4.2.3.** If the Bank has provided the Customer with a deposit passbook, the latter must present it and update it in every transaction with the Bank. In any case, the deposit statements or other supporting documents issued by the Bank in the course of its transaction with the Customer shall prove the content of the transaction, even if the relevant entry in the deposit passbook has not taken place. Entries in the deposit passbook are proof only if they match the relevant entries in the Bank's commercial records held electronically, permitting counter-evidence. Upon termination hereof or in any case of closing a Deposit Account, the Customer shall be obliged to return to the Bank the deposit passbook which the Bank may have provided to him/her, for the Bank to cancel it.

**4.2.4.** The Bank reserves the right to make available to its Customers, savings deposit accounts with different features, terms and conditions, as specified in the Special Banking Operation Terms.

#### **4.3. Sight Deposit Accounts**

**4.3.1.** Sight Deposit Accounts means Deposit Accounts, for the charges on which the Bank is entitled to provide to Non-Consumer Customers books of private cheques, to which apply the provisions of Chapter 8 of this Agreement.

**4.3.2.** The Bank may, at the request of the Customer, grant him the right to overdraft from his Sight Deposit Account, in accordance with the relevant Special Banking Operations Terms.

**4.3.3.** The Bank reserves the right to make available to its Customers, Sight Deposit Accounts with different features and / or conditions on a case-by-case basis.

#### **4.4. Current Deposit Accounts**

Current Deposit Accounts have the same features as Sight Deposit Accounts, but are addressed exclusively to natural persons who have the status of Consumer Customer, in accordance with the relevant Special Terms.

#### **4.5. Term Deposit Accounts**

**4.5.1.** The Bank also makes available to the Customer Term Accounts on which either no credit is allowed during its term, or limited or conditional transactions are permitted, in accordance with the specific terms and agreements between the Customer and the Bank, as the case may be, and therefore are not considered Deposit Payment Accounts.

**4.5.2.** In case of withdrawal of the term deposit before its agreed expiry date, the Bank may impose a default penalty, in accordance with the specific agreements between the Customer and the Bank and the Special Banking Operation Terms for Transactors with the Bank of the latter.

#### **4.6. Deposit Transactions:**

**4.6.1.1.** The Customer is entitled to deposit money into his Deposit Account and accept deposits to the account. The Customer hereby irrevocably authorizes the Bank, throughout the course of its business relationship with it, to accept cash deposits, wire transfers or other transfers of money or cheques or other securities into its Deposit Account, subject to the provisions of money laundering and terrorist financing.

**4.6.1.2.** The Customer declares that any transaction performed on his order is lawful and assumes the responsibility of proving by any appropriate means the authenticity, legality and where required the uniqueness of the transactions and their supporting documents, obliged to furnish upon first request any additional supporting documents required, in the event of any inspection by the competent Authorities.

**4.6.2.** Cash can be deposited in the Customer's Deposit Account, in addition to the Bank's branch network, through the ATMs located outside, using the customer's Debit Card linked to the Deposit Account and typing the Personal Identification Number (PIN), only in banknotes, either inside or outside the envelope, in accordance with the instructions displayed on the ATM screen and according to their type.

**4.6.3.1.** Cash deposited into a Deposit Account through the Bank's branch network within a Business Day and within the applicable cut off time of the Bank (cut off time - par. 2.30. above), become available immediately and with a corresponding Value Date. Exceptionally, in the case of a Non-Consumer Customer, the cash becomes available no later than the next Business Day after receipt and with a corresponding Value Date.

**4.6.3.2.** In the event that the cash deposit is made at an ATM without the use of an envelope, the banknotes shall be automatically counted after checking for any deterioration or counterfeiting. Upon check, the Customer is informed of the amount to be deposited and if the Customer accepts it, the Deposit Account is credited with that amount which is immediately available to the Customer on the corresponding Value Date.

**4.6.3.3.** In the event that the cash deposit is made at an ATM requiring the use of an envelope, as the date of receipt of this amount by the Bank, if the deposit takes place within its trading hours, shall be deemed to be the same Business Day received and the amount is counted by an authorized Bank employee and shall be made available to the Customer at the end of the count and after verifying that this amount corresponds to that entered in the ATM and with a corresponding Value Date. If the deposit date is a non-business day or the deposit is made outside the cut off time limit, the Deposit Account is credited the next Business Day after the deposit, whereby the deposited money and with a corresponding Value Date are made available to the Customer.

**4.6.4.** If the Deposit Account, in which the cash deposit, as above, is made in Euro is not maintained in Euro or if the deposit of the cash in the Customer's Deposit Account, irrespective of its currency, is made in a currency of a Member State of the European Union, outside the Eurozone, the Bank converts the deposited amounts into the currency of the Deposit Account, depending on the currency and the respective exchange rates on the day of conversion, of which, as well as other relevant charges, the Customer can be informed from any Bank Branch and these amounts are made available no later than the fourth Business Day after the deposit and with a corresponding Value Date. The Bank bears no responsibility for the respective exchange rates.

#### **4.7. Deposit of securities for collection:**

**4.7.1.** The Customer has the right to deposit into his Deposit Account securities for collection, such as cheques, bills of exchange and promissory notes, legally issued. It is expressly agreed that the Bank bears no responsibility whatsoever for the authenticity of the securities which are deposited for collection. In the case of a transfer to the Bank of securities, for deposit of such value in his Deposit Account, the Deposit Account shall be definitively credited only if and when the securities are paid at the equivalent amount, after deduction of any expenses of the Bank and any other charges, and of which the Customer may be informed by referring to the Special Banking Operation Terms for Transactors with the Bank.

**4.7.2.** The Customer irrevocably authorizes the Bank to accept deposits in cash, wire transfers or other money transfers, as well as cheques or other securities into his Deposit Account, without prejudice to the provisions on the prevention and suppression of money laundering and terrorist financing, as applicable and / or any other restrictions arising from the applicable legislation.

**4.7.3.** The Bank is obliged to take all legal actions in a timely manner for the appearance and collection of the securities deposited in the Customer's Deposit Account, as well as to proceed to a corresponding credit of his Deposit Account with the respective amounts, without bearing any responsibility for their collection or not.

**4.8. Joint Deposit Account:**

**4.8.1.** The deposit to and withdrawal from a joint Deposit Account is governed by Law no. 5638/32, as applicable from time to time unless there is an express written agreement under par. 4.8.2 in which case the provisions of this paragraph shall apply. Each of the joint account holders has the right to use the Deposit Account in whole or in part, without the assistance, consent or agreement of the other account holders. In the event of the death of any of the joint account holders, the deposit is still kept in the name of the survivors until the last of them.

**4.8.2.** The deposit to and withdrawal from a joint conjunctive Deposit Account requires an explicit written agreement to that effect. The use of a joint conjunctive Deposit Account is only possible with the participation of all account holders. In the event of death of any of the joint conjunctive Deposit Account co-beneficiaries, the account is valid in the name of the surviving account holders and heirs of the deceased to whom the provisions of paragraph 3.1.2 apply. In case of doubt, the joint Deposit Account shall be regarded as disjunctive.

**4.8.3.** In case a deposit passbook is provided, in accordance with par. 4.2.2. above, it is presented and updated for the joint disjunctive Deposit Account by any of the joint account holders and for the joint conjunctive Deposit Account by all joint account holders simultaneously. The information of the account holders for the joint disjunctive Deposit Account is made to the account holder mentioned first in the Bank's document with the samples of the signatures of the joint account holders, who undertakes to inform the others, who in any case have access to the information and for the joint conjunctive Deposit Account to the one specifically designated in the above agreement of par. 4.8.2.

**4.8.4.** Each joint account holder of the Joint Deposit Account (joint or disjunctive) is jointly and severally liable to the Bank for any obligation arising from the Deposit Account.

**4.8.5.** The above mentioned about the death of a joint account holder applies proportionally also in the case of the dissolution of a legal entity - account holder of a joint Deposit Account.

**4.9. Interest Rate on Deposits**

**4.9.1.** The deposit rate, namely the credit interest rate associated with the deposits held by the Customer with the Bank, is fluctuating, so that the Bank is entitled to adjust this at any time, taking into account the conditions of capital markets and money supply, as well as the conditions of competition in the banking market.

**4.9.2.** Any change in floating interest rates is notified by the Bank to the Customer and the public through the press and is posted at the Branches as well as on the Bank's website. The new interest rates shall become effective after two (2) months from the date of such notification by press unless a later date has been set.

**4.9.3.** The basis for calculating interest on deposits is the actual days and the year of 360 days (Actual / 360). Interest shall be accrued on June 30 and December 31 of each year unless otherwise specified in the Invoice for a particular class of accounts or if specific dates are specifically agreed. During the payment of interest, tax is withheld in favor of the Greek State in accordance with the applicable legal framework.

**4.10. Cash Withdrawals - Debiting the Deposit Account:**

**4.10.1.** The deposit shall be paid to the Customer upon request, together with the interest, unless the deposit amount or part thereof is unavailable due to set-off, assignment, pledge, attachment or existence of any special agreement between the Bank and the Customer with respect to this withdrawal, as well as due to the Customer's debt to the State and in any case where the Customer is suspected of money laundering and terrorist financing. The Bank shall be entitled to set a maximum withdrawal amount beyond which the Customer shall be required to notify the Bank of its intention to withdraw at least one (1) Business Day prior to such withdrawal. The Customer may be informed of any applicable withdrawal limit either through the Bank's Branch network or through its website. The Bank is entitled to set a maximum cash withdrawal amount, beyond which the relevant amounts may be withdrawn exclusively by bank cheque.

**4.10.2.** Once a debit card has been issued to the Customer, linked to a Deposit Account, the Customer is entitled to withdraw cash from it, in accordance with the terms and conditions specified in the relevant Debit Card Agreement signed between the Bank and the Customer.

**4.10.3.** Once a credit card has been issued to the Customer, linked to a Deposit Account, the Customer is entitled to withdraw cash from it, in accordance with the terms and conditions specified in the relevant Credit Card Agreement signed between the Bank and the Customer.

**4.10.4.** In the event of a withdrawal from a Deposit Account held in a foreign currency acceptable to the Bank, as set forth on the Bank's Website, the latter shall be obliged to pay the Customer the same amount of withdrawal in Euro, following the conversion procedure provided for, depending on the currency and the respective exchange rates on the day of conversion, which, as well as any other relevant charges, the Customer may be informed of by any Branch Bank. The Bank bears no responsibility for the respective exchange rates. The Customer is entitled

to request the deposit in the currency held by his Deposit Account; however, the satisfaction of this request depends on the availability of the foreign currency in question.

**4.10.5.** If the Customer wishes to withdraw in foreign currency by debiting his / her Deposit Account he / she must submit to the Bank his / her request for purchase of banknotes in the foreign currency of his / her choice at least two (2) business days prior to the transaction, and it is at the discretion of the Bank to refuse the transaction if for any reason it is not possible to find the banknotes requested.

**4.11.** Bearing in mind that the Customer is entitled to make payments using his Card, to debit the Deposit Account with cheques drawn by him (Article 8) and / or by payment orders (Article 9), if more than one charge occurs, without a sufficient balance of the Deposit Account available to execute them all, the Bank is entitled to pay any of them, irrespective of the date of issue or order of occurrence, unless the Bank has received relevant written special orders.

**4.12.** The Customer's Deposit Account is debited both with cash withdrawals and with any payments made through it, as set forth above, on the Value Date of each transaction. The Customer shall be informed of the Value Date of each transaction in accordance with Article 5 below.

**4.13.** The Customer irrevocably authorizes the Bank, throughout the course of their business relationship, to debit its Deposit Account held with the Bank or to set off with the respective balance of its deposit (including any accrued interest), any due claim for any reason, even if it comes from remittances or deposits, even in a different currency.

**4.14.1.** The Bank may, for certain transactions on a Deposit Account, pass on the cost or part thereof to the Customer. The following amounts of the charge are referred to in the applicable Special Banking Operation Terms for Transactors with the Bank, the latter being entitled to change them taking into account criteria such as market and competition conditions and changes in tariffs and labor costs, as the corresponding prices of the latter shall be made public by the competent bodies on a case-by-case basis. Any change in charges, as stated above, shall be notified to the Customer by posting at the Bank's Branches, through its website or by any other appropriate means, and shall be effective in accordance with the terms and conditions of Article 6.2. below.

**4.14.2.1.** The Customer is charged with all taxes or fees charged to the Deposit Accounts or interest thereon, as well as any default interest and court costs, process service costs, compulsory enforcement, etc., as provided for on a case-by-case basis. The Customer may be informed of the amount of any Bank charges and withholding taxes or fees in favor of the State, as well as the time they become due, by the applicable Special Banking Operation Terms for Transactors with the Bank, from any Branch of its network or its website.

**4.14.2.2.** The Customer hereby expressly authorizes the Bank to bear the costs and charges incurred in accordance with the foregoing provisions of this Article, by debiting the Customer's Deposit Account, as a matter of priority, whenever there is a balance available for their partial or total payment. This authorization is irrevocably agreed to be in the interest of both parties, so that its revocation necessarily entails termination of the Deposit Account Agreement and its closing.

**4.14.2.3.** Given that the Customer shall bear all costs, taxes, fees, third party or Government levies or withholdings of any form that may be imposed, certified or levied by any tax or other authority with respect to his/her transactions with the Bank, whether existing or to be imposed in the future, the Customer agrees that the Bank, as well as any member of the Bank Group, is obliged to withhold amounts due from the Customer or to debit the Customer's accounts with any amount corresponding to taxes or withholdings (e.g. for income tax, VAT, etc.) and make them available to the Competent Authority within the prescribed period, in accordance with the applicable legal framework, without being able to control any request by the Authorities for payment of such amounts.

**4.14.3.** It is expressly agreed that in the event of a foreclosure on the balance of the Customer's Deposit Account by any of its lenders, including the State and its individual entities, in the hands of the Bank, as a third party, the Bank shall be entitled to offset with any remaining deposit balance, at the time of the seizure, with any claim thereof, before submitting a third party statement.

**4.14.4.** In the context of the foregoing, the Bank is entitled to block any Deposit Account and / or any other assets the Customer holds with the Bank, in accordance with the provisions of applicable law, including the law on the prevention and suppression of money laundering, and the financing of terrorism.

## **5. CUSTOMER INFORMATION / ACCOUNTS**

The Bank provides the Customer with detailed information on the interest rate, interest taxes and any expenses incurred for keeping his Deposit Account, as well as for the total and for any transaction from any cause on said account on a periodic basis. In particular, the following information shall be made available to the Customer:

- (a) Transactions carried out on a business using the Card, information about the enterprise, the exact amount of such transactions and any charges that may be incurred;
- (b) Cash withdrawals and/ir deposits in Bank Branches or ATMs using the Card;
- (c) The amount of any debit or credit interest accrued;
- (d) The applicable interest rate for each type of transaction;
- (e) Payment orders executed, and in particular their type, the date of receipt of each order, the information on the payee and its total amount, including any charges that may be incurred,
- (f) If the Customer is the payee of a payment transaction, the information that will enable him to identify that transaction, as well as the Payer, the amount of the transaction, any charges imposed and the Value Date of the credit; and



(g) Where applicable, the applicable exchange rate or reference exchange rate used in the payment transaction, and if the Customer is a payee of the payment, the amount of the payment transaction before the currency is converted.

This information is provided to the Customer, at its option, either electronically or in writing, as set forth below.

### **5.1. Electronic Customer Information**

**5.1.1.** Depending on the type of Deposit Account, the Bank may enable the Customer to access the copies of transactions of his Deposit Account, on a monthly basis, by electronic means and in particular through the Electronic Statements service provided through the Bank's Digital Services Systems. The Customer receives aggregate information on the total transactions of his / her Deposit Account during the preceding month, exclusively through the Electronic Statements service, unless he / she chooses his / her written information through the Bank's Branches, on a quarterly basis, in accordance with the provisions in par. 5.2 below.

**5.1.2.** The Customer who may activate the Electronic Statements service through the Bank's Digital Services Systems or upon request at the Branch and elects to be exclusively informed through them shall receive a monthly e-mail at the email address stated to the Bank, informing him about the issuance of a statement or copy of his / her Deposit Account transactions. The Customer shall access the Electronic Statements of his / her Account in accordance with the respective instructions of the Bank. For reading, saving or printing the copy of the Deposit Account on any fixed medium, the Customer must have the appropriate software program.

**5.1.3.** As long as there is no transaction in the Deposit Account, the Customer shall be provided with such information on a semi-annual basis.

**5.1.4.** The Customer, knowing that his Account is posted on the Bank's website, which he accesses using his Personal Codes, on the same day of each month, is required if within thirty-five (35) days of receipt of any prior e-mail of par. 5.1.2. above does not receive a message, to notify the Bank, by all appropriate means and at the same time go to the Bank's website, where by entering his Access Code, he gains access to the posted monthly statement of his Deposit Account. In case there is no posted copy of the Deposit Account, the Customer shall notify the Bank and when the non-available copy of the Deposit Account becomes available, the Customer shall be notified as stated above in par. 5.1.2.

**5.1.5.** The Customer unconditionally recognizes and accepts that the electronic statements of the Deposit Account which he / she has access to, have the same probative power and function as the printed information, and consequently the Bank thus fully fulfills the obligation for the provision of complete and proper information to the Customer on his / her Deposit Account, in accordance with the specific provisions of par. 5.2.5 below.

**5.1.6.** Entries embedded in the Bank's systems constitute complete proof of all emails sent, delivered and / or read by the Customer, as well as their content, permitting counter-evidence. The uninterrupted and complete set of the above copies of this article is an accurate extract from the Bank's books, which depicts the debits and credits of the Deposit Account for the respective period.

**5.1.7.** Subject to the provisions of Article 3 above, the Customer hereby grants the Bank irrevocable authorization to use both his e-mail address and his mobile phone number, which he has stated to the Bank (par. 3.3), in order for the latter to inform him about issues related to his general cooperation with the Bank.

**5.1.8.** Any objections or disputes regarding the content of the copy of the Deposit Account statement shall be communicated by the Customer to the Bank in writing, using any fixed means, as soon as possible and without undue delay. This document shall detail the reasons for the dispute, as well as the evidence that proves the error. If the Customer fails to receive the aforementioned periodic statement for reasons not due to his fault, such as in the event that his access to the Electronic Statements service is not permitted by the system, he may exercise this right within thirteen (13) months from the debit date of the Deposit Account with the amount of the disputed transaction.

### **5.2. Printed Customer Information**

**5.2.1.** The Bank, depending on the type of Deposit Account and subject to the above in par. 5.1. electronic information, provides the Customer, free of charge, with a quarterly copy of the total transactions of his Deposit Account, including aggregated information on each Payment Transaction in the Deposit Account, made during the preceding quarter.

**5.2.2.** The Customer has access to the above copy of the Deposit Account's statement, from all the Bank's Branches, within their opening hours, without additional charge.

**5.2.3.** In the case of a Savings Deposit Account, for which the Bank may have provided the Customer with a deposit passbook, as stated in par. 4.2.3. above, the Customer's information is provided exclusively by updating the passbook, at any time, upon presentation to any Bank Branch.

**5.2.4.** The Customer is entitled, upon request, to have access to a copy of the statement of his / her Deposit Account in par. 5.2.1. above, on a more frequent basis or otherwise than those provided herein, where practicable, within the scope of the Bank's technical capabilities. In addition, the Customer may request such copies to be re-issued or re-sent. In such cases, the Customer shall bear the charges as specified in the applicable Special Banking Operation Terms for Transactors with the Bank.

**5.2.5.** The hard copies of the Deposit Account statement shall be extracted from the Bank's commercial books and shall have full evidentiary effect with respect to the transactions of the Customer's Account, permitting counter-evidence, expressly applicable to the provisions of par. 5.1.5. and 5.1.6, respectively. The Customer

acknowledges that in all cases both the documents and the electronic statements to which he / she has access through the Bank's Digital Services Systems have the same probative power in accordance with the terms of Article 5.1. above.

**5.2.6.** The Customer shall be obliged in the event that it is not possible to provide such information in the months provided (par. 5.2.1), to notify the Bank by registered letter no later than the last day of the month following the completion of each calendar quarter. Otherwise it is presumed that the above information was provided, permitting counter-evidence.

**5.2.7.** Any objections or disputes regarding the content of the copy of the Deposit Account statement shall be communicated by the Customer to the Bank in writing, as soon as possible and without undue delay, in accordance with the provision 5.1.8. above.

**5.2.8.** In the event of a joint account, the Bank shall provide such information to the joint account holder mentioned first in the Account Opening Application, who undertakes to inform the others, who in any case have access to the relevant electronic information in accordance with the above information (art. 5.1.), unless otherwise specified in the specific agreement between the joint account holders and the Bank.

## **6. CONTRACT AMENDMENT**

**6.1.** In view of the indefinite duration hereof, the Bank reserves the right to unilaterally supplement or modify the GTT for a significant reason, including the reconfiguration and modernization of the Bank's systems, the redesign of its products and services in accordance with the conditions and new needs of the market. The amendment shall be effected, upon prior notification of its content to the Customer, either by simple letter, or through copies of his / her Deposit Account statement, in accordance with Article 5 of these GTT, or by any other appropriate means at the Bank's discretion.

**6.2.1.** The notification of the previous paragraph shall be made at least two (2) months before the entry into force of the new provisions. The Customer, in any case, is entitled not to accept the amendment and terminate its contract with the Bank, immediately and without any charge, until the effective date of the amendments. Failure to comply with this deadline shall constitute acceptance of the amendment by the Customer.

**6.2.2.** Exceptionally, the above amendments apply immediately in the case of a Non-Consumer Customer who is entitled to refuse the amendment and terminate its contract with the Bank within thirty (30) days of such notification at the latest.

**6.3.** The change in the exchange rates and the change in deposit interest rates, which are classified as fluctuating or variable, do not constitute an amendment to the contract. The same applies to any rate, which is designated variable and is expressly provided for in the present or in the related special terms governing each particular transaction.

## **7. DURATION - TERMINATION-CLOSING-DORMANT DEPOSIT ACCOUNT**

**7.1.** This contract is of indefinite duration.

**7.2.** The Customer has the right to terminate this agreement and request the closure of any of its Deposit Accounts at any time by written notice, which shall have legal consequences after thirty (30) days from the Bank's proven notification. In the event that a Card associated with this Account has been issued to the Customer for the transactions of the Deposit Account, the Customer shall be obliged to deliver it to any branch of the Bank, which shall immediately cancel it.

**7.3.** If the termination of the contract by the Customer in accordance with the previous paragraph occurs after six (6) months from the date of its acceptance, it shall be free of charge. Otherwise, the Bank may impose any charge referred to in the Special Banking Operation Terms for Transactors with the Bank, which in any case is reasonable and proportionate to the related costs.

**7.4.1.** The Bank is entitled to terminate this Agreement at any time by written notice, which shall take effect after the expiration of sixty (60) days from its notification to the Customer.

**7.4.2.** The Bank shall be entitled not to observe the deadline of par. 7.4.1 and at any time to terminate the present GTT, with relevant written notice to the Customer, for significant cause, such as in the event the Customer deliberately used the Deposit Account for unlawful purposes, or the Customer provided inaccurate information to open the Deposit Account, and in any event of a breach of either the applicable law or any term hereof, which are all agreed as material.

**7.5.** Termination of this Agreement entails the automatic closure of the Customer's Deposit Account, the exclusion of any further transaction thereto, the subsequent cancellation of all directly related benefits (standing orders, etc.), as well as any Card exclusively linked to it. In this case, all costs and charges become due and payable while any credit balance is transferred to a non interest-bearing account at the Customer's disposal, with simple notice to the Customer at the address of par. 3.3 above.

**7.6.1.** Any Deposit Account that has not been used for more than (12) twelve months is immobilized and characterized by the Bank as "inactive". The aforementioned period may be changed by a decision of the Bank which is posted at the Bank's branch and its website. In this case, it is not possible to execute transactions on this Deposit Account and the customer is obliged to go to the bank branch to reactivate it.

**7.6.2.** A dormant Deposit Account is considered to be one in which no actual transaction has been made by the Customer for a period of twenty (20) years, which includes both the withdrawal or deposit, as well as any

transaction effected on the Customer's order (standing orders, direct debits, etc.), as well as any request of the Customer to the Bank to provide information on the balance of the Deposit Account, either by updating the deposit passbook, or through a question using the Bank's Digital Services. The credit of the deposits with interest or capitalization of interest on the deposits is not a genuine transaction and cannot interrupt the twenty-year limit.

**7.6.2.1.** The date of commencement of the twenty-year limitation period is the day following the last actual transaction effected by the Customer.

**7.6.2.2.** The rights of the Customer and his / her heirs to the existing balance of the Deposit Account lapse after twenty (20) years, and the Deposit Account balance is automatically transferred to the State.

**7.6.2.3.** The Bank shall, before the expiry of the limitation period, send periodic five-year written notices to the last known residence of the Customer, namely five (5), ten (10) and fifteen (15) years and one last notice letter before the expiry of twenty (20) years. The second and third notices are mandatory only if the account shows at that time more than one hundred (100) Euros in balance.

**7.6.2.4.** The Customer hereby authorizes the Bank to charge the Deposit Account with the cost of the above information, the amount of which is specified in the Special Banking Operation Terms for Transactors with the Bank.

**7.6.2.5.** Any charges imposed hereunder on a regular basis and paid in advance by the Customer shall be reimbursed proportionately, to the extent that they are no longer charged due to the termination of the contract.

## **SPECIAL PART**

### **8. CHEQUES**

**8.1.1.** Upon the Customer's request and for certain types of Deposit Accounts designated by the Bank, the latter reserves the right to make available the funds of the Deposit Account, in cheques. The Bank has no obligation to justify its decision to grant or not such a right, while considering the request in particular it considers the Customer's transactional behaviour, creditworthiness and solvency. The Bank also has the right to revoke its decision to issue a chequebook at any time, whereby the Customer is obliged to return the chequebook. The receipt of a chequebook by the Customer creates an irrefutable presumption that he has checked its completeness and implies the unconditional acceptance of the terms stated in this book.

**8.1.2.** In any case of the closure of the Deposit Account, from which the checks are withdrawn, either due to termination of the present, or upon a relevant provision by the competent legislative, regulatory and monetary authorities, or at the request of the Customer, under the applicable regulatory framework, the Customer is not entitled to issue cheques on the Deposit Account and is obliged to immediately return to the Bank all unused cheques that may be in his possession.

**8.2.** The Customer is obliged to solely and only use the forms of the cheques issued by the Bank or those which he prints on his own accord under an agreement with the Bank. In the case of cheques that do not have the agreed form, the Bank is not obliged to pay them, nor is it liable for non-payment thereof.

**8.3.** The Bank is obliged to pay the cheques presented for this purpose to the formally authorized legal bearer, provided that the conditions laid down by law, as applicable at any time, are fulfilled. Should more than one cheque appear for payment on the same day and the available funds are not sufficient to pay them all, the Bank shall, at its discretion, pay any of them, regardless of the date of issue.

**8.4.** The Customer's Deposit Account will be debited with the cheque amount on the Value Date at which the cheque amount was made available to the bearer-payee.

**8.5.** In the event of a lawful presentation of the Customer's cheque and failure to pay due to insufficient balance in the Deposit Account on which the cheque is drawn (bounced cheque), the Bank shall lawfully note on the body of the cheque 'refer to drawer' ("sealing") and notify this fact to TIRESIAS SA (2 Alamanas Street, 151 25 Maroussi or 10 Massalias and Solonos, 106 80), in accordance with the applicable regulatory framework. In this case, the Bank also has the right to request the return of the chequebook.

**8.6.** The Customer shall bear the costs, in accordance with the preceding paragraph, of the processing of the bounced cheques, including but not limited to checking the Customer's Deposit Account for available funds, notifying the Customer for the purpose of covering the cheques, marking the cheque 'refer to drawer' and notifying TIRESIAS SA, as these costs are stated in the Special Terms of banking transactions for customers of the Bank.

**8.7.** If the Bank, for any reason, pays the Customer's cheque, despite the lack of sufficient balance in the Deposit Account on which such cheque is drawn, the Customer shall immediately pay that amount to the Bank with interest, from the date of payment of the cheque to the bearer-beneficiary, plus the relevant costs incurred by the Bank.

**8.8.** If the Customer wishes, for any reason, not to pay the issued cheque, he / she is obliged to notify this in writing to the Branch where the Deposit Account on which the cheque is drawn, is held. In any event, the withdrawal of a cheque by the Customer, within the legal deadline, does not oblige the Bank to not pay the cheque and it is at its discretion to pay or not the cheque or to "seal" it, provided the relevant conditions toward this purpose apply.

**8.9.** The Bank shall not be obliged to pay a cheque if, at its reasonable discretion, the continuation of any endorsements is not normal or the signature of the issuer is significantly different from the signature sample it holds in its records. In such cases, at the request of the bearer of the cheque, the Bank may note on the body of the cheque that the cheque has not been paid due to "irregular issuance".

**8.10.** The Bank shall not be liable in the event of payment or sealing of a cheque, on which there is falsification or forgery of any item, provided that the issuer's signature on the body of the cheque is compared with the signature sample kept by the Bank, and during which significant or obvious deviations, objectively, were not found.

**8.11.** In cases where an electronic exchange of information system between banks is set up for checks to clear (such as the Electronic Cheque Clearing Interbank System - "DISSE"), due to the Bank's inability to verify authenticity of the signature of the issuer, the Customer declares that he / she assumes the risk of authenticity of his / her signature or, in the case of a legal person, his / her legal representatives and relieves the Bank of any liability for any damage to itself due to misrepresentation or falsification of items on the cheque, and acknowledges that the Bank's payment of the cheque is valid, strong and binding, expressly waiving any claims thereof against the Bank.

**8.12.** The Customer recognizes and accepts the non-sealing of cheques, drawn on accounts held with other banks and which due to the time of their presentation to the Bank it will not be possible to seal them within the legal deadline due to either operating rules of the DISSE System (or other similar), or the time required to transfer the cheque by traditional clearing and relieves the Bank of any liability whatsoever. As a result, any failure to seal the check cannot give rise to any liability against the Bank.

**8.13.** The Customer is obliged to safely keep the cheques, to prevent them from being held by non-beneficiaries and to notify the Bank, in writing and without undue delay, of any theft or loss of the chequebook or of any cheque. Until receipt of such written notice from the Customer, the Bank shall not be liable, and the Customer remains solely responsible, irrespective of the amount of any payment or sealing of a cheque either issued by the Bank or his own printing, as above, which has inadvertently escaped his possession, even if this cheque has been counterfeited or forged.

**8.14.** It is expressly noted that in case of sealing bounced cheques drawn on a Customer's Deposit Account, the Bank shall be entitled to close the Customer's specific Deposit Account, ten (10) days after his notification by registered letter, at the address of par. 3.3. hereof, subject to the provisions of clause 7.5. above. The above letter shall state how the Customer may receive any balance of the Deposit Account, as well as the payment by the Customer of any debit interest that may result from the account transactions. Any cheques appearing after the closure of the Deposit Account shall be sealed with the indication "closed or non-existent account" and shall be reported to TIRESIAS SA as referred to in paragraph 8.5. above.

**8.15.** If a cheque is presented for payment to the Bank after the legal deadline for its sealing, even if there are sufficient funds in the Deposit Account to make the payment available, the Bank is not obliged to pay it.

## **9. PAYMENT ORDERS**

### **9.1. Scope**

**9.1.1.** The provisions of this Chapter shall apply to Deposit Accounts held with the Bank in either Euro or other currencies of the Member States of the European Union. or the EEA, or in any currency, provided that even one of the payment service providers is within the EEA.

**9.1.2.** For the purposes of applying the provisions of this Chapter, Payment Services are required to be provided within the European Union and both the payer's bank or the payee's bank or the sole intermediary bank to be established within the European Union, with the exception of the provisions of par. 9.5.6. and 9.10.3., for which the above conditions are not required.

**9.1.3.** In all other cases where the provisions of this Chapter do not apply in accordance with par. 9.1.1. and 9.1.2. above, the terms governing the provision and execution of Payment Orders are the subject of a particular agreement with the Customer.

### **9.2. Provision of Payment Orders and their Execution**

**9.2.1.** The Customer is entitled to give orders to the Bank for making payments and / or for the transfer of funds (Credit Transfers or Remittances) by debiting his Deposit Account. The Customer's payment order to the Bank shall be given either (a) in writing by signing the relevant forms of the Bank at any Branch, or (b) electronically through the Digital Services Systems, provided he/she has subscribed to such services (Article 10) or using a card, where required under the conditions governing their operation. The payment and / or transfer of funds, with a corresponding debit to the Customer's Deposit Account, may also be activated by the payee or the payee's bank, upon the Customer's authorization to them, or by the Bank, upon a relevant order of the Customer (Direct Debits - par. 2.1. above).

**9.2.2.** The Customer's consent for the execution of a Payment Order is presumed to have been given to the Bank through the orders and / or authorizations of the previous par. 9.2.1, as transmitted to the Bank by the Customer or the payee or the payee's Bank. Any consent may be withdrawn only under the terms and conditions of Article 9.6. below.

**9.3. Transaction Limit:** The Bank may set a daily transaction amount limit for a particular payment transaction or for the specific medium by which it is executed (e.g. Card, Digital Services Systems, etc.), which is communicated to the Customer either by letter or by periodic information referred to in Article 5 above, or by any

other appropriate means. The daily transaction limit is set for the security of the Customer and the transactions and the Bank is entitled to change or reset it for security reasons and / or because of the Customer's unconventional behaviour, informing him / her, if possible, before such action or at the latest immediately thereafter, unless such information is contrary to objectively justified security reasons or prohibited by other laws. In such cases, the Bank shall not be liable to the Customer for any damage or loss suffered by the Customer.

#### **9.4. Conditions for the Execution of Payment Orders:**

**9.4.1.** The following requirements must be met in order to execute a Payment Order:

- a) Existence of available balance in the Deposit Account to be debited sufficient to charge both the total amount of the Payment Order and any charges imposed by the Bank for the execution of such Order, as set forth in the applicable Special Banking Operation Terms for Transactors with the Bank.
- b) Not exceeding the daily transaction limit in accordance with par. 9.3. above.
- c) The payment order must include the amount and currency of the payment transaction, the name or surname of the payee and shall further require the Customer to identify the Unique Identifier of the payee's account, and in particular the IBAN or, where appropriate, the BIC (Business Identifier Code) of the payee's bank, as well as any existing payment code provided by the payee to the Customer for the execution of a particular Payment Transaction. If the payee does not maintain a payment account with any bank, then in order to execute the order, the Customer must specify the payee's identification details, with the sole responsibility for correctness, in accordance with the law and applicable regulations of the Competent Authorities. and their accuracy, expressly applicable to the provision of par. 9.5.10.
- d) Should the Customer choose to execute a Payment Order through a payment initiation service provider, the latter must have the appropriate security credentials and infrastructure and generally must meet all minimum legal requirements for their establishment and operation, as in force each time.
- e) Secure communication of the Bank with the payment initiation service provider through appropriate electronic channels, in accordance with the applicable technical standards of the competent authorities.

**9.4.2.** Unless the conditions of the previous par. 9.4.1. are fulfilled, such as in the event that there are insufficient funds available in the Deposit Account to be debited or the payment initiation service provider is not certified, the Bank shall not be required to execute the Payment Order and shall not be liable for any damage to the Customer by not executing the payment order, even if the Customer maintains sufficient funds in another Bank Account with the Bank, unless the Bank receives a special written order for this purpose. In addition, it is expressly agreed that the Customer shall be solely responsible for the accuracy of the information provided to the Bank for the identification of the payee.

**9.4.3.** The Bank, in any case of a Payment Order submitted in paper form before its execution, has the right to verify the signature and the Customer's identification in general; to request, where appropriate, the presentation of additional information and supporting documents for its approval and realization and reserves the right not to execute it, without any liability whatsoever, if it finds that the signature is severely divergent from the sample in its records or there are doubts as to the identity of the Customer and / or the legality of the transaction.

**9.4.4.** Credit Transfers to an account of third parties, subject to their acceptance by the payee or the payee's bank, are performed by the Bank provided that the required instructions and information to the Bank are complete and accurate and the details provided by the Customer are exactly the same with those of the payee's account accepting the transferred funds. In case of non-acceptance of the credit, the Bank will reimburse the relevant amount, charging the Customer with any expenses incurred.

**9.4.5.1.** If the Customer chooses to execute a Payment Order through a certified payment initiation service provider, which fulfills all the statutory security credentials required, it is presumed from the receipt by the Bank of the Customer's above request that the Customer's consent and authorization has been given to the Bank, to check and confirm the existence of the required Transaction Limit to complete the transaction and provide the above payment service provider with all information that is necessary for the execution of the payment transaction. This information shall consist solely of (a) the identity of the payment transaction, (b) the date and time of its execution, and (c) the amount thereof. No other data or information of the Deposit Account to be debited or the account holders thereof may be made available or communicated through the Bank in any way to the payment initiation service provider. If the available balance of the Transaction Limit is not sufficient to execute the transaction, it shall not be executed in accordance with the foregoing.

**9.4.5.2** If the Customer makes use of the payment initiation service from a provider of such service, it shall be presumed that a strong identification process has been followed for the Customer and that the payment order forwarded to the Bank shall be considered as lawful and approved, and the Bank has the authority to execute it with an equal debit to his Deposit Account, without any liability whatsoever for any fraudulent initiation of payment or failure to obtain the required consent from the Customer for the initiation of his order or for any systemic or non-systemic error, malfunction, breach or failure of the Provider's infrastructure and security credentials, which it unreservedly accepts.

**9.4.5.3.** The use of the payment initiation service by the Customer by a provider of its choice implies that the Customer accepts any risk and responsibility for the completion of the payment order through it and assumes any charge for its use, imposed by the respective provider, recognizing as lawful and reasonable the additional charge of his Deposit Account with the amount thereof, in accordance with the specific provisions of the contract between

them. The Bank is not explicitly exempt from any obligation provided for in the content of the respective agreement between its Customer and the third party provider, nor is the Bank contracted itself in any way with the latter.

**9.4.5.4** The above provisions of par. 9.4.1. d and 9.4.1 e, 9.4.5.1, 9.4.5.2 and 9.4.5.3, as well as par. 9.8.5 below, with the exception of those specifically provided for the execution of a particular payment transaction, shall apply mutatis mutandis to the use of the Customer's account information service by provider of that service other than the Bank.

**9.4.6.** The Customer, by accepting this Agreement, consents to the execution of his Payment Orders in Greece or abroad by third parties, natural or legal persons, partners of any form or any representatives of the Bank, for acts or omissions of which the Bank is not responsible, responsible only for any wrongdoing in their choice or the instructions given.

#### **9.5. Order Receipt Time and Value Date:**

**9.5.1.** As the time of receipt of the payment order, which was transmitted either by the Customer or by the payee or the payee's Bank, as referred to in par. 9.2.1. above, is considered the point in time in which the Bank actually receives the payment order.

**9.5.2.** If there is an agreement between the Bank and the Customer according to which the order will be executed on a specific day or at the end of a specific period or the day the Customer will make the required amount of money available to the Bank as the time of receiving the payment order is considered to be the agreed day.

**9.5.3.** If the time of receipt of the order, in accordance with the provisions of 9.5.1 and 9.5.2 above, does not coincide with a Business Day or if it is received by the Bank after the Bank's current cut-off time (par. 2.30), the Payment Order shall be deemed to have been received the following Business Day.

**9.5.4.** Subject to the following paragraph, the Bank is obliged to transfer the full amount of the Payment Transaction, without deducting any charges from it, by crediting the payee's payment account, no later than the end of the next Business Day of its receipt, in accordance with the previous articles. This deadline is extended by one additional day for Payment Transactions executed in paper form.

**9.5.5.** If the Payment Transaction is in a currency of a Member State of the European Union outside the Eurozone or if the Payment Order is to be executed by the Bank in a currency other than the currency of the Customer's Deposit Account, then in accordance with the previous par. 9.5.4, credit to the account of the payee shall take place no later than the end of the fourth Business Day of its receipt, in accordance with par. 9.5.1., 9.5.2. and 9.5.3.

**9.5.6.** The Value Date of the payment order amount is the day on which this amount was debited to the Customer's Deposit Account.

**9.5.7.** If the Payment Order is to be executed in a currency other than the currency of the Customer's Deposit Account (par. 9.5.5. above), the conversion is carried out at the relevant exchange rate, which is posted in the Branches and on the Bank's website daily exchange rate statement of the day of execution of the order.

**9.5.8.** The Bank is not obliged to check the legality of the order and / or the underlying cause for which the Customer is solely responsible.

**9.5.9.** The Bank shall be entitled not to execute an order which is either manifestly unlawful or may become aware of its unlawful nature, excluding any liability of the Bank for non-execution.

**9.5.10.** The Bank shall also be entitled to refuse to execute a Payment Order if the identification of the payee is impossible or doubtful as in any case where its execution is likely to be contrary to a provision of law, in accordance with the provisions of par. 9.4.1 c above.

**9.5.11.** In the cases referred to in paragraphs 9.5.9. and 9.5.10. above, the Bank shall notify the Customer either in writing or by telephone of its refusal and reasons, as well as the process of remedying any errors that led to the refusal, by the end of the Business Day following the day on which the order was to be executed, unless such notification is prohibited by law. The charge for the relevant notification is referred to in the applicable Special Banking Operation Terms for Transactors with the Bank.

**9.5.12.** In accordance with the foregoing, if the Customer chooses to make use of the payment initiation or account information service through a provider offering the respective services, the Bank may refuse access to the Deposit Account for objectively justified and duly substantiated reasons relating to unauthorized or fraudulent access to the Deposit Account, including unauthorized or fraudulent initiation of the payment transaction by the payment initiation or account information service provider, in which case it immediately informs the Customer by any appropriate means either before, or if this is not possible, immediately after denial of access, unless such notification is prohibited by law or contrary to objectively justified security reasons. In the event that the aforementioned reasons cease to exist, the Bank shall allow the respective provider access to the Deposit Account.

**9.5.13.** The Bank shall treat, without discrimination, the payment orders transmitted by the Customer through the payment initiation service provider, unless this is justified by objective reasons, in particular as regards the timing, priority or charges in relation to the payment orders transmitted to the Bank directly from the Customer, thereby authorizing the Bank to debit its Deposit Account as a priority to them, against any other payment transaction created in any way (e.g. standing order or not, direct debit, etc.) which is transmitted through a third party provider.

#### **9.6. Revocation of Payment Order by the Customer:**

**9.6.1.** Should the Customer be entitled to revoke a Payment Order pursuant to this Article, the revocation shall take place in exactly the same manner and at the same place as the revoked Order was given to the Bank, unless otherwise provided for herein or by any more specific terms.

**9.6.2.** The Customer may not revoke a Credit Transfer Order after the time it has been received by the Bank as set forth in par. 9.5.1 of this Article. Exceptionally, in the case of par. 9.5.2., the Customer may revoke the Payment Order at the latest by the end of the business day preceding the day agreed upon in accordance with this paragraph.

**9.6.3.** Without prejudice to Article 9.7, the Customer may not revoke the Direct Debit Order if the order has been transmitted to the payee or the Customer has given his consent to the payee for the execution of the particular Payment Transaction. In all other cases, the Customer shall be entitled to revoke the Payment Order at the latest by the end of the Business Day preceding that agreed for the debit of the funds in his Deposit Account.

**9.6.4.** Respectively, if the Customer makes use of the payment initiation service through the provider of such service, the Customer may not revoke the Payment Order after his consent has been given to the above provider or, in the case of Direct Debit, after giving his consent to execute the payment transaction to the payee.

**9.6.5.** The Order is automatically revoked in any case of the death of the Customer - Natural Person or the dissolution of the Customer - Legal Entity, as in any other case provided by law.

**9.6.6** Revocation of Payment Order after the time limits specified in par. 9.6.2. and 9.6.3. of this article, can only be done by agreement between the Customer and the Bank, whereas in the case of par. 9.6.3. the agreement and of the payee is also required. In such cases, the Bank has the right to impose charges, as specified in the applicable Special Banking Operation Terms for Transactors with the Bank.

#### **9.7. Refund right:**

**9.7.1.** In the case of Direct Debits, the Customer shall be entitled to request from the Bank to refund a sum of money of an approved, in accordance with Article 9.2.1. above, and already executed Payment Transaction, if the following conditions are cumulatively met:

- a) the exact amount of the Payment Transaction was not specified at the time of approval,
- b) the amount of the Payment Transaction exceeded the amount reasonably expected by the Customer on the basis of its past expenses, the present terms and conditions and the specific circumstances of each case; and
- c) all the above are proven by real evidence, which the Customer is obliged to provide to the Bank upon request.

**9.7.2.** The Customer shall not have a right to a refund as per the previous par. 9.7.1, when he has given his consent to the Bank for the execution of the specific Payment Order and, depending on the case, the relevant information regarding the future debit of the Customer's Deposit Account has been made available to him, either by the Bank or directly by the payee of the Payment Transaction, at least twenty-eight (28) days prior to the date of execution of the Order. Moreover, the Customer may not request a refund, as mentioned above, on grounds of currency conversion, provided that the reference exchange rate has been applied in accordance with par. 9.5.7. above.

**9.7.3.** The Customer is entitled to submit a request for a refund, in accordance with par. 9.7.1. above, within fifty-six (56) days from the debit date of his Deposit Account. The refund relates to all the amounts debited to the Customer's Deposit Account.

**9.7.4.** In the event of a lawful refund, as set forth in the preceding paragraphs, the Bank shall, within ten (10) business days of receipt of the request, refund to the Customer the full amount of the Payment Transaction, by crediting his Deposit Account with the corresponding amount. . In any other case, the Bank is obliged, within the above deadline, to inform the Customer by telephone or other appropriate means of the reasons for refusing to satisfy his request. In this case, the Customer is entitled to appeal to the General Secretariat of Commerce and Consumer Protection of the Ministry of Economy, Development and Tourism or to the competent bodies for the extrajudicial settlement of disputes of par. 11.10 hereof.

**9.7.5.** A non-consumer customer is not entitled to the above refund unless otherwise agreed.

#### **9.8. Liability of the Bank**

**9.8.1.** The Bank shall be responsible for the proper and in accordance with the Customer's instructions for the execution of the Payment Order or if it is activated by or through the payee (Direct Debit), in accordance with any instructions and of such persons, without being obliged to verify the legality of the order or the underlying cause for which the Customer remains solely responsible. In any case where the execution of the order is manifestly unlawful or the Bank has become aware of its illegality from any source, it may refrain from executing the order, excluding any liability whatsoever in accordance with the provisions in par. 9.8.5 below.

**9.8.2.** Subject to the following par. 9.8.5, 9.8.6., 9.8.7 and 9.8.8, in the event that the Bank is responsible for the non-execution or improper execution of a Payment Order, including any orders executed, without the Customer's consent, it is obliged to refund to the Customer any amounts paid by the end of the next business day and, if applicable, to reinstate the debited Deposit Account to its previous state. The Bank shall be subject to the same liability, subject to the following paragraph, if the Payment Order has been initiated through a payment initiation service provider. The Bank's obligation to rectify the loss is exhausted only in the case of any direct damage to the Customer, excluding its liability for restoration and any consequential or indirect damages for any reason. The Bank is also responsible for any charges that the Customer may incur as a result of non-execution or incorrect execution of the payment order.

**9.8.3.** Notwithstanding the foregoing, where the payment initiation service provider is responsible for the non-execution or improper execution of a Payment Order, in accordance with the above, including any orders executed without the Customer's consent, it shall be liable in full with the Customer to immediately compensate the Bank upon its request for any financial loss suffered by the Bank as a result of the refund of the amount of the unauthorized transaction to the Customer, jointly and severally liable with the Customer for restoration and any consequential or indirect damage from any cause.

**9.8.4.** The payment initiation service provider shall bear the burden of proof that the Payment Order has been received by the Bank in accordance with the provisions of par. 9.5 above and that within its scope of competence, the authenticity of the payment transaction has been identified and that it has been accurately recorded and has not been affected by a technical failure or other malfunction associated with non-execution, improper or delayed execution of the transaction.

**9.8.5.** The Bank shall not be liable if the non-execution or improper execution is due to the fault of the payee or the payee's bank, in the execution of the Payment Transaction, and in particular for any loss incurred by himself or the Bank due to inaccurate or incorrect orders, due to error or negligence, transmitted by the same or his or her proxy or third party, or by orders transmitted to the Bank by such persons in an unlawful, unconventional or unauthorized manner. In addition, the Bank shall not be liable in the case of the justified refusal to execute the Order, in accordance with the provisions of par. 9.5.9, 9.5.10. and 9.5.12 above, as well as in case of non-execution of an Order, which has been lawfully revoked by the Customer, as referred to in par. 9.6. above.

**9.8.6.** The Bank bears no responsibility whatsoever if the unique identifier of the payee of the Payment Order provided by the Customer (par. 9.4.1.(c) above) was incorrect. In any event, the Bank shall make reasonable efforts to recover any sums which may have been paid in the execution of the particular Payment Order. The Bank is entitled to charge fees for the recovery of the aforementioned amounts of money, as these are set out in the Special Banking Operation Terms for Transactors with the Bank.

**9.8.7.** Notwithstanding its liability for non-execution or improper execution of an Order, as set forth in the preceding paragraphs, the Bank shall, if requested, make every effort to immediately identify the transaction and promptly notify the Customer of the results of its investigation.

**9.8.8.** The Customer shall be obliged to inform the Bank as soon as possible and without undue delay, in any event that he realizes that a payment transaction has been incorrectly executed or a payment transaction has been executed for which he has not given his consent (par. 9.2.1. and 9.2.2. above), no later than the last day of the following month after the issuance of the Deposit Account statement, showing the disputed charge from the Account Deposit's debit date. If the Customer fails to receive the aforementioned periodic statement for reasons not due to his fault, he may exercise this right within thirteen (13) months from the debit date of the Deposit Account with the amount of the disputed transaction.

**9.9. Bank Fee:** The Customer undertakes to pay to the Bank its fee for the acceptance of the Orders issued to the Bank, in accordance with the provisions of this Article, to carry out the relevant controls for their execution under the terms hereof, as specified in the Special Banking Operation Terms for Transactors with the Bank, as well as any costs or expenses incurred in favor of third parties, which the Bank incurs for the execution of the Orders, otherwise in the event of late and full payment by the Customer, until no later than the immediately preceding Business Day of execution of the order, expressly authorizing the Bank to charge them to the Deposit Account of the Customer by priority, before debiting the Customer for the amount of the order. If after the above debit, the balance available in the Customer's Deposit Account is not sufficient to execute the order, it is not executed even if the Customer maintains sufficient funds in another Deposit Account with the Bank, unless he provides specific instructions toward this purpose.

**9.10. Payment Order by Crediting the Deposit Account with the Customer as Payee:**

**9.10.1.** The Customer is entitled to accept cash deposits, remittances or other fund transfers, by crediting his Deposit Account. If the Customer fails to accept such credit, he must immediately notify the Bank and request the refund of the amounts credited to the Payer's account, and the Bank is obliged to immediately transfer the Payment Order to the Payer's Bank, debiting the Payee's account by an equal amount.

**9.10.2.** The Bank is obliged to credit the Customer's Deposit Account with the amount of the Payment Transaction, excluding any charges imposed, within the Business Day, upon which such amount was made available by the Payer or his bank. If the Payment Order is received by the Bank on a non-Business Day or if it is received by the Bank after the Bank's current cut-off time (par. 2.30. above), the Payment Order shall be deemed to have been received the following Business Day. The Customer shall be informed in detail of the total amount of the payment as well as the charges imposed from the copies of the Deposit Account referred to in Article 5 above.

**9.10.3.** The Value Date of the amount of the credit is the day on which this amount is credited to the Customer's Deposit Account, and if this is not a Business Day, the next Business Day.

**9.10.4.** If the Bank fails to execute an Order due to any binding or prohibited movement of the Customer's Deposit Account, as required by the relevant legislative, regulatory and monetary authorities, in accordance with the applicable regulatory framework, the Bank shall immediately forward the particular Payment Order to the Payer's bank, whereas the provisions of par. 9.8.5. and 9.8.6., shall respectively apply.

**10. Digital Services**

**10.1. Services Provided**



**10.1.1.** Individual cash transactions, electronic information and / or management services supported by the Bank's Digital Services Systems (such as submission of requests and orders, including but not limited to, fund transfers, payments, balance inquiries, access to electronic account statement copies, etc.) and are completed remotely, without the physical presence of an employee of the Bank, using state-of-the-art technology and the most up-to-date and appropriate methods and infrastructure, via personal computer and / or any other appropriate device designated by the Bank and the Internet, which are notified to the Customer through the Bank's announcements on its website, including an extensive description of the transactions and / or services, and the capabilities offered as they apply, based on the needs of the market and technological developments, of which the Bank keeps abreast, respectively expanding these services for better, faster and integrated service of its Customers.

**10.1.2.** Access and use of the Bank's Digital Services Systems shall be in accordance with the terms and conditions set forth in the relevant Digital Banking Service Agreement, signed between the Customer and the Bank, either through the Customer's personal computer or laptop-tablet, which must be connected to the internet, either through the mobile phone or any other suitable and compatible smart device, after activating the special codes provided by the Bank to the Customer for this purpose, in accordance with term 10.2.4 below. In order to enable access and use of the Digital Services Systems by the Customer, the latter is subject to a strong customer authentication process by the Bank.

**10.1.3.** The Bank reserves the right to add and / or remove features and services provided through the Digital Services Systems by notifying it through its website. Any more specific terms and conditions of individual services are also posted on the Bank's website and the use of such services by the Customer implies the unconditional acceptance of the relevant terms. In addition, the Bank has the right to determine the type of transactions, their amount, the hours and days during which the Customer is enabled to perform transactions through its Digital Services Systems, by informing the Customer respectively through its website.

## **10.2. Registration and Access**

**10.2.1.** The Customer's registration with the Digital Services Systems is made upon request, either at the Bank's Branches or electronically according to the indicated instructions. Upon completing the registration application, the Customer is obliged to provide the Bank with all the personal information required for his identification, as well as the details of the Deposit Account(s) that he wishes to connect with those. The provision of par. 3.4 applies accordingly. In the event where the Customer is a legal entity, it may designate one or more natural persons (hereinafter referred to as "Users") who will have access to the Digital Services Systems on its behalf, while stating the specific capabilities that it wishes to provide to each User. The Customer may at any time revoke the access of a particular User to the Electronic Services, upon notifying the Bank in writing.

**10.2.2.** The Bank checks the information provided by the Customer as per the previous par. 10.2.1, which must be true, accurate, correct and complete. Otherwise, or if the above information can not be confirmed, the Bank reserves the right to reject the application for registration to its Digital Services Systems, giving reasons for its decision.

**10.2.3.** If the Customer's registration application is accepted, he / she receives from the Bank Branch with which he / she cooperates or electronically, two codes, the customer code or User ID and the password, hereinafter referred to as "Access Codes", which enable him to access and use the services offered through the Digital Services Systems. In particular, the Access Codes may be transmitted electronically by sending the customer code or User ID by text message (SMS) to the mobile phone number which has been specified, in accordance with the provisions of Article 3 above, and by sending the password with a written message to the e-mail address that he has stated in the registration application. The Bank shall inform the Customer how to use the Access Codes, depending on the medium by which or in which they will be used. The Bank has the right to supplement or replace the above Codes with others or to apply any additional procedures for the secure identification of the Customer. The combined application of the Customer's Access Codes identifies, personalizes and brings about the same results as his / her own handwritten signature.

**10.2.4.** The Customer Access Codes, as well as the One Time Password, where applicable, (par. 10.3.1 below), are activated either through the Digital Services Systems, or by telephone communication and relevant request at the Bank's Help Desk department, the telephone of which may be accessed from the Bank's Branches and/or Website. The Bank may at any time add other appropriate means and procedures for the safe activation of the said Codes, in accordance with the requirements of the applicable digital environment, by informing the Customer through its website.

**10.2.5.** The use of the Bank's Digital Services Systems is provided to the Customer at the charge as specified in the Special Banking Operation Terms for Transactors with the Bank, as applicable, which are permanently posted on the Bank's website.

## **10.3. Execution of Payment Transactions**

**10.3.1.** Especially for executing Payment Transactions and for adding or modifying the details of the Customer's Deposit Accounts, additional identification is required, which is done by the introduction of a One Time Password, in accordance with the practice followed by Bank. Subject to the Customer's strong authentication requirements, the additional eight (8) digit One Time Password is generated and disclosed to the Customer, either through a suitable device of the Bank (Hardware Token), which is delivered to him for this purpose upon the submission of application for registration and use of the Digital Services System at any applicable fee, or by sending a text

message (SMS) to the mobile device stated by the Customer during his registration to the service (SMS Token). Upon successful activation of the Hardware Token device or the possibility of sending additional security codes by sending a text message (SMS) to the customer's stated mobile phone (SMS Token), in accordance with the Bank's instructions, the Customer may promptly carry out any transaction provided through the Bank's Digital Services Systems. The password, User ID and the One Time Password are provided to the Customer upon approval of his request for access to the Bank's Digital Services system and the conclusion of a specific contract with the Bank for the purpose of providing banking services through its Digital Systems.

**10.3.2.** The Bank, in the context of the continuous development and modernization of its Digital Services Systems, reserves the right to apply any appropriate additional certification procedure, by any compatible, appropriate and secure means, by informing the Customer respectively through its website.

**10.3.3.** The Customer must follow the instructions indicated for the medium by which the transaction is executed.

#### **10.4. Liability of the Bank**

**10.4.1.** The Bank declares that it is taking reasonable steps in the trading practice for the proper functioning of its Digital Services Systems, in order to protect its software system against viruses and to provide the Customer with a secure environment for the transmission of information through the internet. In light of the foregoing, the Bank shall not be liable for any attack of the Customer's systems by viruses, including but not limited to its hardware or software, or any loss of data resulting from the use of its Digital Services Systems or for any third party access to the information transmitted.

**10.4.2.** The Bank is obliged to make available to the Customer through its Digital Services Systems software program appropriate and effective means of identifying and correcting errors prior to the transmission of the order to the Bank.

**10.4.3.** In any event, the Bank's liability is limited only to the restoration of any direct damage of the Customer and may not exceed the value of the transaction that was not executed or incorrectly executed.

**10.4.4.** The Bank shall not be liable for any damage suffered by Customer in the event of malfunction of its Digital Services Systems for reasons attributable to or related to the operation of the Internet and / or telecommunications and generally due to reasons beyond the Bank's control, such as a downgrade or malfunction of the telecommunications network, power outages, etc. Access to its Digital Systems may be suspended temporarily, and without prior notice, in the event of systems failure, during maintenance or repair, or for reasons beyond any control of the Bank, with notice when the Customer enters the website of the Bank's Digital Services Systems either through its website or by any other appropriate means.

**10.4.5.** The Bank does not accept, nor is it liable for the content and accuracy of other websites to which it may refer through hyperlinks or advertising banners.

#### **10.5. Liability of the Customer**

**10.5.1.** The Customer acknowledges that the Access Codes and / or the One Time Password identify, personalize and brings about the same results as his or her own handwritten signature, so that each transaction is presumed to have taken place by the Customer to whom the Access Codes and One Time Password which were used belong, permitting counter-evidence. Specifically with respect to the execution of payment transactions, the Customer acknowledges that the combined use of the Access Codes and the additional security codes (One Time Password) demonstrate that the order for executing administrative and cash transactions originates with him or her or his legal representative or the users he has designated, if they are a legal entity and demonstrate their respective will, agreeing that the transmission of the electronic order to the Bank and the storage in its electronic system constitutes complete proof of the order given on its behalf. The Bank is not responsible for any actions or transactions, as long as they have not been made with the aforementioned combined use.

**10.5.2.** As a result of the above mentioned par. 10.5.1 above, the Customer is obliged to keep his Access Codes confidential, to change the password at intervals, as well as after the first use for greater security, not to disclose it to any third party, nor to allow any third party access to them. In particular, the Customer is obliged to memorize his / her Access Codes, to destroy the document or the email with which he / she is notified (par. 10.2.3 above), and to not note them in any way that they may be combined with the medium by which or in which they can be used. In the event that the Customer is a legal entity, it must ensure that its Identification Codes used by Users designated to enter the System will not be disclosed or leaked to any third party. In addition, the Customer is obliged to carefully guard the security code device (par. 10.3.1 above), as well as his mobile phone, provided that the unique additional security code (One Time Password) was sent with SMS message to his device, as well as any device or means that may be used for this purpose. In any event that the Customer becomes aware of the loss, disclosure or leak of the Access Codes to third parties or the loss of the One Time Password device or his or her mobile phone or any means used for its production, it shall immediately notify the Help Desk of the Bank's Customer Service requesting the immediate cancellation of the ability to send additional security codes (One Time Password) by sending a text message (SMS) to his mobile device (SMS Token) or the deactivation of said device (Hardware token) respectively, in case of loss of the latter. It is expressly stated that the Bank shall not be liable for any performed action or work etc., due to loss, leakage etc. of the above codes, and any such liability shall be solely the responsibility of the Customer.

**10.5.3.** The Customer is obliged to immediately notify the Bank of any change in his personal data that he has stated when registering with the Digital Services Systems, as set forth in par. 10.2.1 above, to verify the accuracy

and completeness of the orders and information provided to the Bank, bear the cost of its equipment and internet connection and shall be required to have appropriate programs in place to enable access to the Digital Services Systems and shall be liable for any damage suffered by the Bank as a result of their misuse by him or the malfunction of his personal hardware and software.

**10.5.4.** The Customer must keep up to date with the security information and recommendations provided by the Bank's web site, keep them carefully and at the same time accept that failure to comply with the recommended security instructions may result in breach of confidentiality of information relating to him, as well as to transactions carried out by third parties not authorized by him.

**10.5.5.** The Customer acknowledges that with the present technological capabilities, the use of the Internet in transactions may pose for him, by its nature, risks such as the alteration or tampering with the content and data transmitted through the Internet and states that he accepts and undertakes this risk as an intrinsic element of these transactions.

**10.5.6.** The Customer hereby acknowledges that he is not granted the right of ownership of the software or any other program, information or support related to the operation of the Bank's Digital Services Systems, except for the limited right to a non-exclusive and non-transferable user license. Any copying, imitation or tampering of the Bank's software by the Customer or by third parties constitutes a criminal offense. The Customer acquires ownership only over the special device generating the additional One Time Password (Hardware Token), which is delivered to him, against any applicable fee, as set forth in the Special Banking Operation Terms for Transactors with the Bank.

**10.5.7.** The Customer agrees that the entries embedded in the Bank's Digital Services Systems constitute complete proof of all instructions and orders sent, delivered and / or read by the Customer, as well as their content, permitting counter-evidence.

**10.5.8.** The Customer expressly acknowledges that its authorized users of the Digital Services Systems act and transact in his name and on his behalf, accepting irrevocably and considering all actions and transactions to be performed by the users, which he has designated, as lawful, powerful and binding upon him, accepting unconditionally full and complete liability for their acts and omissions, and for any unlawful or unconventional use of the Digital Services on their behalf.

#### **10.6. Suspension, Termination and Deletion from the Electronic Services**

**10.6.1.** The Bank reserves the right to suspend access to the Digital Services Systems at any time for reasons of their secure use, their maintenance, suspicion of unauthorized, fraudulent or malevolent use and finally in case the Bank ascertains a decrease in the Customer's creditworthiness and/or insolvency. The Bank reserves this right even in the event of a breach of the present by the Customer. The Bank shall inform the Customer of this suspension by any appropriate means either before, or if this is not possible, immediately after the suspension, unless such notification is prohibited by law or contrary to objectively justified security reasons. The Bank shall waive the suspension if the above reasons cease to exist. The above expressly apply also in the event that the Customer makes use of the account information or payment initiation service through account information or payment initiation service providers respectively, in accordance with the provisions set forth in par. 9.8.5. above.

**10.6.2.** In the cases referred to in the preceding paragraph, the Bank shall immediately report the incident related to the account information or payment initiation service provider to the Bank of Greece as its Supervisory Authority, provided that the Provider's registered seat is in the country, otherwise the competent Supervisory Authority shall be informed, of the Member State of origin of the provider concerned, in accordance with Directive 2015/2366 of the European Union. The Bank of Greece, after evaluating the incident report, may take appropriate measures and inform the European Banking Authority and the European Central Bank, where appropriate.

**10.6.3.** The Bank has the right at any time to stop providing Digital Services Systems for reasons related to its organization, by informing the Customer in writing or by any appropriate means and the Customer is also entitled at any time to request the Bank in writing to delete his Deposit Accounts from the Digital Services Systems. In any event, however, the Customer's liability for any transaction remains intact until such time as the Bank has received such a statement.

### **FINAL PROVISIONS**

#### **11. General Terms - Supervision - Dispute Resolution - TEKE**

**11.1.** It is expressly agreed that failure to exercise or delay in the exercise of any legal or contractual right or remedy by the Bank shall not constitute a waiver of such right.

**11.2.** The nullity or invalidity of any of the terms herein does not affect the validity and effect of the other terms of the contract.

**11.3.** The terms herein, which are all considered to be material, shall apply concurrently and cumulatively with the terms of the individual agreements between the Bank and the Customer and shall remain in force even after the termination of the trading relationship and until its final and irrevocable settlement.

**11.4.** Neither party shall be liable for failure to perform its contractual obligations if such failure is due to force majeure. In any event, the contracting party invoking the occurrence of a force majeure event shall report this to its counterparty in writing within five (5) business days of the occurrence, otherwise it shall not be entitled to invoke

its existence. If the situation of force majeure lasts more than sixty (60) days, each party is entitled to terminate the present agreement without penalty for the parties, in accordance with the provisions of Article 7 above.

**11.5.** The Customer is entitled at any time, upon request, to receive a copy of this Framework Agreement.

**11.6.** This Agreement also binds the universal or particular successors of the Customer and acts in favor of the universal successors or particular successors of the Bank.

**11.7.** The Customer shall be entitled to withdraw from this Contract without cause, within an exclusive time limit of fourteen (14) calendar days upon acceptance, by a document that must be notified or duly sent to the Bank within the above deadline.

**11.8.** This contract is governed by Greek law, and in particular by L.D. 17-7/13.8.1923 "On special provisions for public limited companies".

**11.9.** The Courts of the Capital of the Prefecture in which the Customer has its residence or registered seat, or the Courts of the Capital of the Prefecture of the place where the contract is drawn up, or the Courts of Athens, shall be competent to resolve any dispute arising out of the application or interpretation of this contract.**11.10.** The Competent Authorities for the submission of complaints of the Customer, for any breach by the Bank of the terms hereof and for the out-of-court settlement of disputes that may arise between the Bank and the Customer, are the Bank's department of Complaints, the General Secretariat for Trade and Consumer Protection of the Ministry of Economy and Development, the Consumer Ombudsman, the Banking - Investment Services Mediator and the Amicable Settlement Committees of Chapter 11 of Law no. 2251/1994.

**11.11.** The Bank is under the supervision of the Bank of Greece (21 El. Venizelou Str., 102 50 Athens - e-mail: [www.bankofgreece.gr](http://www.bankofgreece.gr)).

**11.12.** Bank deposits, in any currency, are covered by the deposit guarantee system of the Hellenic Deposit and Investment Guarantee Fund (TEKE), which has an insurance nature and is intended to compensate the Bank's depositors in case the Bank is unable to pay the due deposits, in accordance with the provisions of Law 4370/2016, as applicable. The Bank provided relatively complete pre-contractual information to the Customer, who may request additional information at any time at any of the Bank's Branches where brochures are available for this purpose.

## **12. PROCESSING OF PERSONAL DATA**

**12.1.** The Customer-natural person has already been informed by the Bank of the processing of his personal data both for the performance of his contracts with the Bank and / or his transactions with the Bank, the legal grounds for processing as applicable, the retention period of the data, as well as his related rights and how to exercise them ([www.atticabank.gr](http://www.atticabank.gr)).

**12.2.** In the case of telephone communication between the Customer and the Bank which is recorded for the purpose of security of transactions, the Customer shall be informed of this at the commencement of the communication, and if the Customer continues, it shall be presumed unequivocally that the Customer has given his consent for this purpose.

**12.3.** The Bank takes all necessary technical and organizational measures for the security of the Customer's personal data, either provided by him or resulting from his contracts and / or transactions with the Bank, with the aim of preventing corruption, destruction, unauthorized processing and access to them, in accordance with international security standards and taking into account the nature of the information and the risks to which it may be exposed.

**12.4.** In any case, whether the Customer chooses a third party provider to complete his transactions, or third parties must intervene for the completion of the transactions (SWIFT, SEPA etc.) within the European Union and / or third countries, depending on the characteristics of each transaction, the Bank bears no liability either for their specifications and security measures, or for the successful completion of each transaction through them, or for the transmission and entry of data of each transaction by their systems in any third countries; having just as an executing instrument the obligation of their transmission for the execution thereof, in accordance with the orders and instructions of the Customer.

These General Transaction Terms replace the General Transaction Terms issued on June 28, 2018. At the same time, after the entry into force of these terms, the provisions relating to capital of debt and corporate debt transactions, respectively, of the General Transaction Terms for Individuals and Businesses issued on January 31, 2017, shall continue to apply.