

# GENERAL BUSINESS TERMS AND CONDITIONS

PIRAEUS BANK



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## INTRODUCTION

The public limited Company under the company name “**Piraeus Bank Société Anonyme**” and the trade name “**Piraeus Bank**”, which has its registered head office in Athens, 4 Amerikis Str., VAT No.: 996763330, Athens Tax Office for Commercial Companies (FAEE) and G.E.MI. (General Commercial Registry) No. 157660660000, hereinafter referred to briefly as the “**Bank**”, provides bank services in its capacity as a credit institution as well as other financial services. In regard to the investment and ancillary services provided by the Bank and its subsidiaries, the General Information About Provision of Investment Services is applicable, which is available, as applicable at any given time on the Bank’s webpage, through the web address [www.piraeusbank.gr](http://www.piraeusbank.gr). Furthermore, the Bank collaborates with insurance distributors and may provide insurance mediation services through its branches and electronic networks. For the convenience of its customers and in order to avoid repeating material terms in each customer contract, the Bank has drawn up the following business terms and conditions, which shall apply as general business terms and conditions, hereinafter referred to in abbreviated form as “**GBTs**” for banking contracts regarding deposit products, debit/credit/prepaid card, loan and credit products, the use of electronic networks and the provision of deposit account overdraft rights, which are established either through the Bank’s Branch Network, through hard-copy documents or/and through the use of technically reliable electronic / digital means (e.g. pdf), which ensure the preservation of written form in combination with the use of electronic signature, or remotely through the Bank’s e-Banking services network. Each individual business relationship between the Bank and its customers shall be governed by more specific terms, which shall complement the present ones and in case of any conflict they shall prevail as being more specific. The Customer shall be informed regarding the GBTs before the beginning of the Customer’s business relationships with the Bank or upon submission of any request to obtain the services referred to herein; moreover, if the business relationship begins after the Customer was duly informed regarding the GBTs this shall mean and comprise an indisputable proof that they have been accepted by the Customer and are binding without any other action being required on behalf of the Customer and in particular without the Customer’s handwritten signature being required on a printed-out copy of the GBTs. The Bank shall maintain in any case the right to request at any time a written or electronic statement of acceptance regarding the GBTs. The person who has accepted these General Business Terms and Conditions shall be briefly referred to as the “**Customer**”.

## 1. PERSONAL DATA

t“**PIRAEUS BANK Société Anonyme**”, acting as “**Data Controller**”, within the framework of the General Data Protection Regulation (EU) 679/2016 (“**GDPR**”), as applicable which entered into force on **25/05/2018**, has proceeded to all the required actions, applying the appropriate technical and organizational measures for maintaining in a lawful manner, processing and safekeeping the Customer’s personal data record, committed to ensuring and protecting, by all means, the personal data processing from any loss or leakage, alteration, transmission or unlawful processing in any other manner. The Customer’s personal data, which are processed by the Bank, the processing purposes, the legal bases of the process, the recipients of personal data as well as the entire rights of the Customer and the way these rights are exercised, within the framework of GDPR, are described in detail in the document “**Data Privacy Notice**”. Any request by the Customer related to his personal data and the exercise of his rights should be addressed in writing to: “**PIRAEUS BANK Société Anonyme, Data Protection Officer’s Office**” and sent to the email address [DPOoffice@piraeusbank.gr](mailto:DPOoffice@piraeusbank.gr) or be delivered to any branch. Detailed information is provided in the above “**Data Privacy Notice**”, which is available at the Branches as well as on the Bank’s web page ([www.piraeusbank.gr](http://www.piraeusbank.gr)).

## 2. TERMS AND CONDITIONS REGARDING DEPOSITS - ACCOUNTS

The Bank, based on more specific agreements with the Customer, shall keep deposit accounts in the Customer's name, which the Customer may use to carry out transactions, in accordance with all specifically provided for hereunder, throughout the Bank's Branch Network, the Automated Transaction Networks, and through the Bank's Alternative Channels. Throughout its business relationship with the Customer, the Bank is considered to have been irrevocably authorized by the Customer to accept from the latter or any third party cash deposits to the Customer's accounts, cash, credit products or remittances, as well as cheques or securities in accordance with all provided for by the law, subject to any provisions regarding money laundering or any other restrictive provisions. All deposits shall be reimbursed subject to all aforementioned, immediately after they were requested, unless the balance is not available for any reason, for example due to any contractual or other legal blocking of the Deposit Account. The Bank is entitled to set a maximum cash withdrawal limit, beyond which the withdrawal of any amount shall be performed exclusively by cheques. In addition, the Bank is entitled to specify the transactions to be executed through a cashier desk, as well as the maximum deposit limit and withdrawal limit for any amount of money at the Bank's cashier desks.

The Customer is required to provide and make available to the Bank, whenever requested by the latter, all documents required which indicate all necessary, pursuant to the current laws and regulations, identity details of the Customer and to regularly update them.

The transaction slips issued by the Bank for any transaction which is carried out at the cashier desk of a Bank Branch and through the Automated Transaction Networks, as well as all relevant entries in the Bank's electronic commercial books shall prove said transaction, whereas it is permitted to produce evidence in rebuttal.

In case securities are transferred to the Bank, in order to deposit their value to the Customer's Deposit Account, said account shall be credited only if and when the securities are repaid with the equivalent amount, after subtracting any costs of the Bank and other charges, in accordance with the current Table of Fees, Rates and Value Dates of the Bank.

Any credits on third party accounts by order of the Customer shall be carried out by the Bank with the Customer's exclusive liability as regards the underlying legal relation connecting the latter with the account beneficiaries as well as the consequences said credits may have.

The Customer consents to the forwarding of data and information related to his deposit accounts to third-parties, which manage overdue or non-overdue claims arising from loans and credits, according to the provisions of l. 4354/2015, as in force, which are either held by the Bank, or, according to article 10 of l. 3156/2003, have been sold or securitized, for the purposes of their efficient management.

### Joint Alternate Account

Deposits to and withdrawals from a Joint Alternate Deposit Account may be carried out by any of the joint beneficiaries, without the involvement of the other(s) and without any restrictions as to amount; moreover, they are governed by Law no. 5638/1932, as currently in force. In case of a Joint Alternate Deposit Savings Account, the transaction slips shall be produced by the Bank to the beneficiary, who conducted the transaction, who undertakes to inform the others in that regard, and in any case they have the right to access all relevant information. In case of death of any of the joint beneficiaries, the Joint Alternate Deposit Account shall continue to be kept in the name of the other surviving joint beneficiaries, and the amount of the deposit shall be automatically transferred to the other joint beneficiaries, up to and including the last of them. The Customer is not entitled to create a debit balance on a Deposit Account, namely to withdraw and/or allocate more money than the amount deposited and available to the Customer, unless more Specific Terms and Conditions have been signed to that end.

The Bank is entitled to set off any claim it may have from an overdue debt against any of the joint account beneficiaries with the entire amount of the balance kept in the Joint Deposit Account.

## **Joint Tenancy Account**

Deposits to and withdrawals from a Joint Tenancy Deposit Account may be carried out only with the involvement of all joint beneficiaries. In case of death of any of the joint beneficiaries, the Joint Tenancy Deposit Account shall continue to be kept in the name of the other surviving joint beneficiaries and the deceased person's heirs.

In any case of doubt about the nature of the Joint Deposit Account and if there is no other written agreement between the joint beneficiaries and the Bank stating otherwise, the Joint Account shall be considered as Alternate.

## **Inactive Account**

For reasons of transaction security, the Bank is entitled to set restrictions on the movement of accounts which do not indicate any actual transaction by the beneficiary for a period of time, which shall be designated by the Bank and provided for by the current applicable Table of Fees, Rates and Value Dates of the Bank. Actual transaction (either debit or credit) shall be any transaction which is conducted either through the beneficiary's physical presence at the Bank, either by order of the beneficiary, or through the Bank's Alternative Channels (winbank, ATMs) for which it is required to use the beneficiary's personal identification number (PIN). Any credit of the account in a different way from the ones above mentioned, including but not limited to any credit from interest, dividends, payroll, remittance, cash deposit via automatic transaction machines (APS), shall not render the account active. The account shall be activated at the request of the holder and after the beneficiary's data identification has been completed in accordance with the current regulations. The Customer shall not be previously informed by letter that the Customer's account has been designated as inactive.

## **Dormant accounts**

Deposit accounts where no actual transaction has been demonstrably carried out by the beneficiaries/depositors for a period of twenty (20) years are designated as dormant, according to the provisions of Law no. 4151/2013. The aforementioned period starts from the day of the last transaction. After the above period lapses, the rights of the depositors and their legal heirs from the deposit are written off in favour of the Hellenic State. In case interest is credited to the deposits or capitalized, said processes will not be considered as transactions which would interrupt their writing off. The beneficiaries /depositors shall be informed by the Bank regarding the writing off of the deposit as specified in the above law.

## **Direct Debits**

The Customer maintains the option to mandate either the Bank or directly the recipient Organization or the Payment Initiation Service Provider to pay his bill(s), by granting to the Bank a special written order to this end (Direct Debit Mandate). The above-mentioned bill(s) payment is carried out by debiting the Customer's Deposit Account, which shall be determined by the Customer himself as the Debit Account. Moreover, the Bank may not execute the bill payment order if (a) there is no sufficient balance available in the Customer's Debit Account; and (b) the amount debited exceeds the maximum amount, which has been declared from the beginning by the Customer upon the Direct Debit Mandate and (c) for reasons of force majeure. The automatic payment of one or more bills through the Bank may be temporarily or definitively suspended by the Recipient Organization without it being necessary for the Customer or the Payment Initiation Service Provider to inform the Bank. In this case, the Bank shall bear no responsibility whatsoever for the non-execution of the Direct Debit and the timely payment of the bill. The mandate of payments through the Bank shall be necessarily terminated in writing, by signing the special form for the cancellation of the order, which shall be received by the competent bodies of the Bank.

The Customer is entitled to refuse the imminent execution of the debit order(s) at the latest by the end of the business day prior to the day agreed for the corresponding debit. The order for a Direct Debit Mandate ceases when the Bank is notified in writing of the Customer's death, the dissolution of the order due to an actual or legal fact and the closing of the Deposit Account which serves the direct debit payment, when at the same time the Bank has not been notified of an amending order with a different debit account. The order for a Direct Debit Mandate is automatically cancelled if no debit has been received for more than 36 months. The Customer is entitled to seek the reimbursement of the amount relating to the payment of a certain bill, which has been already collected by the Recipient Organization, under the present cumulative conditions: (a) when the Customer is a Consumer or a very small enterprise, as specified in I. 4537/2018; (b) the exact amount of payment has not been determined in advance; (c) the amount of payment exceeds the amount that the Customer reasonably expected, taking into account the regular costs and special conditions of said payment; (d) if the Customer submits a relevant request within 8 weeks from the date of the debit. The right to reimburse any amount of money is not provided to the Customer: (a) if the Customer has given his consent directly to the Bank for the execution of the payment transaction, (b) in case that the information on the future payment transaction was made available to the Customer at least 4 weeks after the date of the debit, either by the Bank or by the recipient organization, (c) in the cases of payments under a non-profit or charitable activity.

The Bank is entitled to debit charges and costs for the above service in accordance with the current Table of Fees, Rates and Value Dates.

## **Customer Information**

The Customer, depending on the type of Deposit Account kept, shall be informed regarding all movements of the account for any reason (withdrawals and/or cash deposits, charges through the use of a linked credit and/or debit card, payment orders, etc. – hereinafter referred to as the "Information".

In particular, for the savings deposit accounts, current and savings accounts, the Information is available via winbank E-Banking Service, through the issue of an electronic copy of the account statement (e-statement). For the deposit sight accounts of natural persons and legal entities, the Information is made available through the dispatch of an account statement copy to the postal address that has been declared by the Customer or as alternatively agreed with the Customer. The Bank may provide the Information about deposit accounts on a case-by-case basis through other durable mediums as well, or modify or remove the existing mediums, without this change being an amendment of the present terms and on condition that the relevant information has been previously provided to its customers through the Bank's communication channels. The Bank provides the above Information to the Customer periodically and at least at the intervals specified by the current legal and regulatory provisions.

As part of the technical capabilities of the Bank, the Customer is entitled, upon request, to receive apart from the aforementioned Information, copies of the Customer's Deposit Account statement or the Customer may request additional information. In these cases, the Bank imposes charges under the current Table of Fees, Rates and Value Dates. The copies of the Deposit Account statement are exported by the electronic records and updates of the Bank's systems, and the uninterrupted and complete series of the above copies is an exact extract from the Bank's records, indicating all debits and credits of the Deposit Account for the period of time covered. Any Customer request for the reissue or resending of said copies shall entail a charge, as indicated in the current Table of Fees, Rates and Value Dates of the Bank. The Customer, provided that the Deposit Account statement copies were received after having been sent by post to the residence/ mailing address declared by the Customer to the Bank, is required, if no Information was received within a few months, to notify this to the Bank by registered letter. Otherwise, it is presumed that the Deposit Account statement copy was received by the Customer, whereas it is permitted to produce evidence in rebuttal. The dispatch of the Deposit Account statement



extracts or copies is automatically interrupted if the Bank sends the relevant correspondence to the Customer and it is returned to the Bank without having been delivered for more than three (3) consecutive times and it is not possible to detect the Customer in any other way. The Bank is obliged to continue dispatch, if after the interruption as described above, the Customer informs at any time the Bank regarding the Customer's new residence/ mailing address details. In any case, the above Deposit Account statement extracts or copies shall be kept by the Bank in electronic form and are available to the Customer at any time, at the Bank's Branches. In case the Customer contests the content of the Deposit Account statement extract or copy, the Customer must notify this to the Bank in writing as soon as possible and without any undue delay, for reasons of transaction security and convenient satisfaction of the Customer's rights. This document should include in detail the reasons for contesting, as well as those details that prove the error. In case of a joint account, the Information of each joint beneficiary is available via winbank E-Banking Service through the issue of an electronic copy of account statement (e-statement).

### **Closing the Deposit Account**

The Customer is entitled to request from the Bank to close at any time any Deposit Account held with the Bank, by written request. If the account to be closed is a Joint Tenancy Account, the consent of all account beneficiaries is required as well as the relevant announcement of the account closing before the Tax Inspector of the place of residence of all depositors. It is not permitted to close an account, if it is connected with the Bank's products and services, including but not limited to cheques, debit cards, money transfer orders, loan instalment payments, payroll, or if any competent Public, Independent or Judicial Authorities have blocked it or forbade its movement or if it is burdened with third party rights, including but not limited to pledges or seizures of third party assets found in the hands of the Bank, etc. Following the aforementioned closure of the Deposit Account, said account ceases to exist and any further transaction through it is excluded. By way of exception, the Bank is entitled to close the Customer's Deposit Account, after having previously notified the Customer in writing, in case the Customer breaches any provisions of the law or contractual obligations against the Bank or in case of fraudulent use of the account. The Bank is awarded the irrevocable order and authorization to close at its absolute discretion, permanently and unilaterally, any inactive account with zero balance.

### **3. TERMS OF TERM DEPOSITS**

Throughout the duration of the term deposit, no credits and/or debits of the Term Deposit Account are allowed. In case a request is submitted for early refund, the deposit is refunded upon approval by the Bank, only in whole and after payment of discount cost, according to the current pricing policy of the Bank, which is announced and formed according to objective criteria, pursuant to the banking market conditions. The Bank has the right to use this deposit in order to cover any overdue debt of the depositor. If the deposit is in the name of more than one beneficiaries, then it is joint and governed by the provisions of Law no. 5638/1932 regarding deposits on a joint account, which may be used by each of the joint beneficiaries without the involvement of the others. In case of death of any of the beneficiaries, the deposit shall be transferred to all the other survivors. The term deposit is confidential; any data and information on the term deposit and the depositor's accounts associated with it shall not be disclosed nor given to third parties, unless pursuant to any legal conditions regarding exemptions from the banking confidentiality. The Customer consents to the forwarding of data and information related to his deposit accounts to third-parties, which manage overdue or non-overdue claims arising from loans and credits, according to the provisions of l. 4354/2015, as in force, which are either held by the Bank, or, according to article 10 of l. 3156/2003, have been sold or securitized, according to the l. 4354/2015 or the l. 3156/2003, for the purposes of their efficient management. For transactions carried out in the present term deposit, the depositor shall be informed by SMS, provided that during the course of the transactions the depositor has designated a mobile telephone number.

In case the depositor designates a landline, the Bank communicates by telephone with the depositor, if deemed necessary.

#### **4. OFFSETTING - PAYMENT OF DUE CLAIMS**

In case of any overdue claim of the Bank for any reason, against the Customer, the Bank has the right to withhold and offset its claim against any counter-claim of the Customer, for any reason, whenever it emerged and regardless of whether said claim is designated in a currency other than that of the counter-claim, as well as any such claim which may emerge in the future.

If the Customer holds more than one accounts with the Bank, these accounts –irrespective of their currency– shall be regarded as parts of a single and indivisible account; the Bank, at its absolute discretion and based on a relevant authorization by the Customer to this end, which is irrevocably granted for the conclusion of any individual contracts, is entitled to collect any debts of the Customer to the Bank, and in general, the Bank may transfer at any time balances and debits/credits from one account to cover any counter-claims from another account of the same beneficiary. Furthermore, the Bank is entitled to transfer balances from the Customer's accounts, to cover claims arising from loans or credits that have been securitized by the Bank, according to the article 10 of the l. 3156/2003, as in force. If this account is expressed in foreign currency, all calculations are performed based on the official currency conversion rates which are indicated in the official bulletin of the Bank, on the day when the above transfer is performed or the offsetting is proposed.

#### **5. GUARANTEE OF DEPOSITS**

Piraeus Bank participates in the Hellenic Deposit and Investment Guarantee Fund (TEKE). Deposits at the Bank, irrespective of currency, are covered by the Deposit Cover Scheme (DCS) of the Hellenic Deposit and Investment Guarantee Fund (TEKE) in accordance with the specific provisions under Law no. 4370/2016, as applicable. In case TEKE activates the reimbursement process, the amount is calculated by offsetting balances on deposit accounts with any of the Bank's counter-claims against the beneficiary/depositor, if and to the extent they have become overdue and payable or prior to the failure date, according to the provisions of Articles 440 et seq. of the Civil Code, the information provided by the credit institution's liquidator to TEKE and the legal and contractual provisions governing the overall relationship between the credit institution under liquidation and the depositor. It should be noted that reimbursement is not payable when no transactions relating to the deposit were performed within the last 24 months and the value of the deposit is lower than the administrative costs that would emerge for TEKE by making such reimbursement. The notion of transaction refers to any actual transaction performed by a beneficiary/depositor or third party upon the instructions of any beneficiary, as well as any request submitted to the Bank by the beneficiary asking for information on the deposit account balance.

Further information on the operation of TEKE and the guarantees for deposits, as well as any exemptions for certain categories of deposits are available to the Customer either in the Depositor Information Sheet, which is available through the official website of the Bank on [www.piraeusbank.gr](http://www.piraeusbank.gr), the winbank E-Banking Service for users of this service and at the Bank's Branches, or on TEKE's website ([www.teke.gr](http://www.teke.gr)).

## 6. CHEQUES

If the Customer selects products supporting the use of cheques, the Customer is entitled to issue cheques from the Customer's account only if there is available balance for their payment. Said cheques are payable immediately when produced, even if they are post-dated. The Bank bears no liability for non-payment of cheques referred to drawer due to insufficient balance and for all consequences resulting from said non-payment. Signing of the receipt from the chequebook by the Customer proves that the Customer has verified that the chequebook is in order. In this context, the Customer hereby expressly states that the Customer recognizes his/her obligation to use exclusively the cheques which are granted by the Bank or those printed out by the Customer based on an explicit and relevant agreement with the Bank, otherwise the Bank has no obligation to pay any other cheques produced and shall not be liable for any consequences due to non-payment. Furthermore, the Customer is required to keep the stubs of the above-mentioned cheques in a safe manner, to prevent their possession by non-beneficiaries and to immediately and legally notify the Bank in case of theft, loss of the chequebook or any individual cheque. The Bank shall legally pay all cheques presented to it, in case no legal notice was given before its payment, regarding a judicial order prohibiting the payment of the cheque, following any application to declare said cheque as invalid. Until the aforementioned written notice is received from the Bank, the Customer acknowledges that the Customer bears sole responsibility, regardless of amount, for any payment or non-payment of a cheque referred to drawer, which was either given by the Bank or the Customer's own cheque, which is no longer in the Customer's possession. Furthermore, the Customer is obliged to return any unused cheques to the Bank after the termination of their relation, as well as in cases provided for by legislative or monetary regulations.

In case the Customer requests a stop payment order on a cheque issued by the Customer, the Customer undertakes, pursuant to the relevant stop payment order, the obligation to compensate and to cover any liability of the Bank at any time and for any amount, including any kind of costs and attorney's fees, which the Bank may be required to pay because of this stop payment order. In any case, however, the Customer acknowledges that the Bank is not obliged to accept the stop payment order on a cheque, provided it was granted within the legal period of presentation of the cheque, but rather it is left to the Bank's discretion to pay the revoked cheque or not or to have the cheque referred to drawer pursuant to non-payment if the required conditions are met.

As regards cheques which are deposited to credit the Customer's Account with the Bank, the corresponding amount will bear interest and will be available to the Customer after its actual collection by the Bank. The exact date on which the amount will bear interest and will be available shall be announced by the Bank to the Customer by means of the transaction slip or by other appropriate means, and it may vary depending on the type and currency of the transaction, the place or country where the cheque was paid and covered by the Bank, etc. If for any reason the payment of any cheque or value deposited to credit the Customer's Account is revoked, cancelled, reversed or in any way overturned, the Bank is entitled to debit said Account and/or to claim payment of this amount from the Customer, plus interest and expenses of the Bank and any correspondent, with no obligation on behalf of the Bank to investigate the legality or validity of the reason for said withdrawal, cancellation, reversal or overturning of the payment. Furthermore, the Customer acknowledges and accepts that cheques drawn on accounts of other banks which are presented to be paid by the Bank may not be referred to drawer (pursuant to non-payment) within the legal deadline due to the time they are presented/produced to the Bank, because of the operating rules either of the Interbank Electronic Offsetting System by DIAS, or of the existing Clearing Office. In this case, the presentation of said cheque to the Bank and not directly to the paying bank is the sole option of the Customer who accepts that risk and in case it is not referred to drawer (due to non-payment) no responsibility shall arise against the Bank.

## 7. DEBIT CARD TRANSACTIONS

The Debit Card (hereinafter referred to as the “Card”) is issued to the Cardholder according to the Bank’s procedures and activated by the Cardholder, following the instructions provided by the Bank. The Personal Identification Number (hereinafter referred to as the “PIN”), which shall be used in combination with the Card for each Cardholder’s transaction, when required, at the ATMs or/and EFT/POS devices (electronic card acceptance devices) of the undertakings that accept Debit cards Cards as a means of payment, which provide such an option, either a) is defined by the Cardholder electronically, through electronic banking system winbank (web/mobile app), if the Cardholder is a registered user of e-banking or through all other available Bank’s channels, in accordance with Bank’s current procedures and instructions provided through all the respective channels or (b) granted by the Bank’s Branch to the Cardholder on paper, in a special security file. The PIN is strictly personal and its use, when required, fully substitutes Cardholder’s signature. The PIN may be replaced by Cardholder at any time with another PIN of the Cardholder’s choice, through ATMs network, with the instructions provided there, or electronically through electronic banking system winbank (web/mobile app), if the Cardholder is a registered user of e-banking, or through Bank’s Branches, or a new PIN may be issued for the same card, at the relevant request of the Cardholder, after simultaneously having cancelled the old one.

The Card, on which the name of the Cardholder, the Card number and the expiration date of validity (month and year) are imprinted, amongst others, belongs to the Bank and continues to be property thereof. The Card is strictly personal. The Bank renews the Card when it expires, and moreover reserves the right not to renew it for reasons of security of transactions and/or the Cardholder or for any other important reason which the Bank discloses to the Cardholder. The Card is valid until the date printed on its front and/or until it is cancelled due to termination or for any other reason indicated in its more specific terms and conditions of its issuance. The Cardholder alone obtains the right to use it, whereas its use by any third party is prohibited, as well as its transfer or concession by the Cardholder to third parties. All entries recorded in the Bank’s system and all relevant print-outs from the Bank’s system with regard to the Cardholder’s orders, which are executed using the Card, are binding on the Cardholder and are considered as full evidence against the Cardholder regarding the performance of the transaction, whereas it is permitted to produce counter-evidence. The Cardholder is required to take all appropriate measures for the Card safekeeping, to check daily that it still is in his possession and to notify the Bank without any delay after becoming aware that the Card has been lost or stolen. The Card’s loss or theft must be reported immediately by telephone (+ 30 210 328 8000 from a landline or mobile telephone within Greece or from abroad), and, then in writing, by the Cardholder to the Bank. The Cardholder is obliged to provide the Bank any possible assistance so as to mitigate the consequences of any theft or loss.

The Bank, at its absolute discretion, may enforce annual or monthly subscription fee as well as charges for the possession and use of the Card, according to the Table of Fees, Rates and Value Dates. The Cardholder is entitled to use the Card throughout its validity period, as this is imprinted on the card body and for the uses that shall be permitted by the Bank at any given time. The Card may be used by the Cardholder for transactions such as a) purchases, which are payable by one-off payment with physical presence of the card or remotely and only in domestic and foreign undertakings that accept payments with cards bearing the VISA/MasterCard® trademark, with the Cardholder being obliged to prove his identify in any lawful manner, if requested, b) cash withdrawals through the combined proper use of PIN from the ATM devices, which are connected to the Bank’s network or of the banks as well as other organizations collaborating with the Bank, as well as from the local branches of the Bank, other banks and organizations within Greece and abroad, which bear the Mastercard®/Visa trademark, according to the relevant provisions in force each time and mentioned in the more specific terms and conditions of the card agreement.

## 8. CREDIT CARD TRANSACTIONS

The Credit Card (hereinafter referred to as the “Card”) is issued to the Cardholder according to the applicable Bank’s procedures and activated by the Cardholder, following the instructions provided by the Bank. The Personal Identification Number (hereinafter «PIN») is either (a) defined by the Cardholder electronically through electronic banking system winbank winbank (web banking/mobile app), if the Cardholder is an e-banking registered user, or through the other respective available Bank’s channels, in accordance with its respective procedures and instructions provided to the Cardholder through all the respective Bank’s channels, or (b) granted by the Bank to the Cardholder on paper, in a special security file. The PIN will be used in combination with the Card for each Cardholder’s transaction on ATMs and/or EFT/POS devices that provide this feature.

The PIN is strictly personal and its use, when required, fully substitutes his signature. The PIN may be replaced by the Cardholder, at any time, with another PIN individually of the Cardholder’s choice, through the ATM network, with the instructions provided there, or electronically through the electronic banking system winbank (web/mobile app), if the Cardholder is a registered user or through a Bank’s Branch or a new PIN may be issued for the same card, at the request of the Cardholder, after simultaneously having cancelled the old one.

The Card, on which the name of the Cardholder, the Card number and the expiration date of validity (month and year) are imprinted, amongst others, belongs to the Bank and continues to be property thereof. The Card is strictly personal. The Bank renews the Card when it expires, and moreover reserves the right not to renew it for reasons of security of transactions and/or the Cardholder or for any other important reason, which the Bank discloses to the Cardholder. The Card is valid until the date printed on its front and/or until it is cancelled due to termination or for any other reason indicated in the more specific terms and conditions of its issuance. The Cardholder alone obtains the right to use it, whereas its use by any third party is prohibited, as well as its transfer or concession by the Cardholder to third parties. All entries recorded in the Bank’s system and all relevant print-outs from the Bank’s system with regard to the Cardholder’s orders, which are executed using the Card, are binding on the Cardholder and are considered as full evidence against the Cardholder regarding the performance of the transaction, whereas it is permitted to produce counter-evidence. The Cardholder must ensure the effective safekeeping of the Card. The Card’s loss or theft must be reported immediately by telephone (+ 30 210 328 8000 from a landline or mobile telephone within Greece or from abroad), and, then in writing, by the Cardholder to the Bank. The Cardholder is obliged to provide the Bank any possible assistance so as to mitigate the consequences of any theft or loss.

The Cardholder is entitled to use the Card throughout its validity period, as this is imprinted on the card body, up to the amount of the Credit Line granted to the Cardholder by the Bank and for the uses to be permitted at any given time by the Bank. The Card may be used by the Cardholder for transactions such as a) purchases, which are payable by one-off payment or in instalments with physical presence of the card or remotely, and only in domestic and foreign undertakings that accept payments with cards bearing the VISA/MasterCard® trademark, with the Cardholder being obliged to follow each time the identification process that will be indicated to him, either by proving his identify in any lawful manner, if requested, or through the use of PIN or in any other manner determined by the Bank for his identification, according to the more specific terms and conditions of the card issuance, b) cash withdrawals through the combined use of PIN from the ATM devices, which are connected to the Bank’s network or of the banks as well as other organizations collaborating with the Bank, as well as from the local branches of the Bank, other banks and organizations within Greece and abroad, which bear the Mastercard®/Visa trademark, according to the relevant provisions in force each time and mentioned in the more specific terms and conditions of the card agreement.

## 9. PREPAID CARD TRANSACTIONS

The Prepaid Card (hereinafter referred to as the “Card”) is a personal, reloadable card, which is issued by the Bank and is supplied (loaded) with sums of money, within a certain limit that is determined at any given time by the Bank. The prepaid Card is granted to the Cardholder upon the Cardholder’s request which is addressed to the Bank, it is received by the Cardholder in person through the Bank’s Branches, as well as in any other way, as determined at any given time by the Bank, and is issued in the name of the Cardholder and exclusively for the Cardholder’s personal use; it is however wholly owned by the Bank, to which it must be returned on first demand.

The Personal Identification Number (PIN) either (a) is defined by the Cardholder electronically, through the electronic banking system winbank (web/mobile app), if the Cardholder is a registered user of the electronic banking system winbank or through the other available channels of the Bank, in accordance with its current procedures and the instructions provided through the respective channels of the Bank or (b) granted by the Bank to the Cardholder on paper.

The PIN will be used for transactions in combination with the prepaid Card, as required. The PIN is unique, it is generated in conditions of complete security, according to Bank’s current procedures and instructions and is intended to be used exclusively by the Cardholder. It may be replaced by the Cardholder at any time with another PIN of the Cardholder’s choice through e-banking system (winbank web/ mobile app) if the Cardholder is a registered user, or through all the other available Bank’s channels, in accordance with its current procedures and instructions provided through the respective Bank’s channels. The Cardholder may request the re-issuance of PIN through the Bank’s Branch Network or through any other available Bank’s channels, in accordance with its current procedures and the instructions provided through all the respective Bank’s channels. The use of PIN, where required, fully substitutes the signature of the Cardholder. The Cardholder may use the prepaid card, with physical presence of the Card or remotely, always according to the more specific characteristics and functioning of prepaid cards, in Greece or abroad, in order to perform purchases payable by one-off payment and only in undertakings, with physical or virtual presence, which accept payments by cards bearing the Mastercard® or/ and Visa trademark and for the execution of the banking transactions, as provided for at any given time at the ATMs of the Banks in Greece or abroad, which bear the Mastercard® or/and Visa trademark, in combination with the PIN, according to the more specific granting terms and conditions of prepaid card. In order to enable the execution of transactions by prepaid Card, the Cardholder must maintain a cash balance in the Card (value of the Card), by reloading it when required. The value of the prepaid Card will be respectively reduced in the amount of every transaction which is carried out with it. The prepaid Card’s initial loading, as well as any reloading, is carried out by the Cardholder through the Bank’s Branch Network, as well as in any other way, among the ones announced by the Bank to its customers. The Cardholder is further enabled to partially or totally unload the prepaid Card, which is carried out upon the Cardholder’s order which is transmitted to the Bank through its Branch Network, as well as in any other way, among the ones announced by the Bank to its customers. The Bank does not owe any kind of interest on the remaining amounts of the initial loading and reloading transactions of the prepaid Card. In case the prepaid Card is lost or stolen or damaged and provided that the Cardholder consistently meets his obligations under the present terms and the conditions of the prepaid card agreement, the Bank shall issue –at the request of the Cardholder– a new prepaid Card and it shall be received by the Cardholder via his Bank’s Branch or will be mailed to the stated mailing address. In case of re-issuance of the Card due to loss or theft, the PIN is either set by Cardholder through electronic banking system winbank (web/ mobile app), if the Cardholder is a registered user or through the other available channels of the Bank, in accordance with its current procedures and instructions provided through all the respective channels of the Bank or granted to the Cardholder by the Bank on paper.

The prepaid Card validity shall automatically expire on the date indicated as expiry date of the Card on its front, and on its date of expiry it may be replaced with another prepaid Card, which

shall be issued in the name of the same Cardholder, unless the Cardholder declares, either in writing, at any branch of the Bank network, or by phone through the Bank's contact center, at the phone number +30 210 328 8000 from landline and mobile phone within Greece or from abroad, at least sixty (60) days prior to the imprinted expiration date of the Card, that he does not wish to have the Card replaced with a new one. Any cash balance found in the prepaid Card on that date may either be reimbursed to the Cardholder or transferred to the new Card, according to the processes which are provided for by the Bank.

The Cardholder is required to take all appropriate measures for the prepaid Card safekeeping, to check daily that it still is in the Cardholder's possession and to notify the Bank without any delay, once he becomes aware that the Card was lost or stolen.

## **10. E-BANKING**

The Bank provides the Customer with e-Banking Services through the e-Banking system it has developed, which bears the name "winbank", (hereinafter referred to as "Winbank System") under the terms and conditions stated in the Contract Granting Access to the winbank E-Banking System, which is concluded between the Customer-Winbank user and the Bank. The winbank System allows the Customer to carry out transactions remotely, that is, amongst others, receive information, send/receive any type of document (for example: applications, contracts, orders, transaction slips and other documents related to banking/financial transactions), as well as to carry out directly banking and financial transactions including the conclusion of banking contracts and financial services contracts by the Bank's subsidiaries or/and third-party insurance distributors in partnership with the Bank, using a variety of technological methods and infrastructure, including but not limited to the Internet (winbank web banking), the fixed telephony network (winbank phone banking) and the mobile telephony networks (winbank mobile app) and the automated payment systems (APS). The Winbank System is constantly evolving, subject to alterations and additions, without depending on any technology existing today, and to this extent, the Bank may alter its data and parameters from time to time, such as the provided services and functionalities, the number and type of carried out transactions, the user's equipment requirements, the user identification or certification methods and systems, etc..

### **10.A. REMOTE SIGNING SERVICE FOR CONTRACTS THROUGH WINBANK SYSTEM**

The Bank provides the option of uploading all types of private documents, either by the Bank, or by the Customer himself, for the purpose of signing them electronically (electronic signature) as well as for the final conclusion of contracts remotely through the use of Winbank System's winbank applications ("Remote Signing Service"). The availability and use of Remote Signing Service shall follow a series of processes, which include: (a) the Customer's initial communication with the responsible Bank officers and employees concerning the conduct of a banking or/and financial transaction. This communication may be performed on business days and hours, at a Bank branch or/and electronically, on the basis of the data notified by the Customer himself to the Bank and through the use of means, applications and infrastructure such as: by phone, e-mail or even by video call, via the digital application or platform, under the terms and conditions set by each application/platform provider, following the understanding reached by the Bank and the Customer, as well as the latter's express consent, which shall be provided within the framework of his above-mentioned communication with the Bank. The content of terms and conditions on the use of each application/ platform in use is formed under the sole responsibility of its provider and the Bank does not guarantee their availability and does not approve, nor is it liable for the content, correctness, legitimacy, completeness, timeliness and accuracy of information, nor for the quality and features of products or services, which are available by these providers through the above-mentioned digital applications/platforms. The Bank is, also, not liable for the errors or malfunctioning of the digital applications/platforms of these third-party providers, as

well as for any damage incurred to the Customers that is caused by the access and use of the information, services and products provided through them. The video and audio data of the afore-mentioned communications shall not be recorded, nor saved by the Bank. (b) the relevant briefing of the Customer through the above-mentioned electronic methods, means, applications and infrastructure and (c) the Remote Signing Service user agreement for the conduct of a banking or/and financial transaction and signing of the contractual documents concerned or/ and other additional documents. The Remote Signing Service user agreement shall be presumed to be concluded upon the Customer's log-in to winbank web system and the end use of Remote Signing Service.

The use of the Remote Signing Service shall be further governed by the terms of the Contract Granting Access to the winbank E-Banking System, which the Customer-Winbank System user has concluded with the Bank.

## 11. E-SIGNATURE

The Bank provides its Customers, who fulfill the criteria determined by its policies/regulations, with the option of e-signature on private documents, within the branch or via the Winbank System, through the use of technically reliable electronic / digital means, which ensure the authenticity, integrity and confidentiality of the electronic / digital data in use (hereinafter "e-Signature Services"). The Bank may determine and establish the electronic signature through the e-Signature Services as a prerequisite for the conclusion of all or specific contracts on financial services provided by the Bank itself or/and its subsidiaries or/and third-party insurance distributors in partnership with the Bank, via Winbank System, by disclosing each option provided to the Customer as well as the possible mandatory use of the e-Signature Services on his part, upon concluding the above- mentioned contracts and signing other documents, within the branch or via the Winbank System.

The Bank provides the Customer with the option of e-Signature Services, under the following terms, which every Customer using the e-Signature Services should read, understand and unreservedly accept:

(a) Private Document: With a view to the complete conclusion of banking contracts and signing of other documents using the e-Signature Services, by preserving the written form, the Bank places at the disposal of the Customer infrastructures, which comprise a fixed and permanent carrier for data creation, digitization and storage, such as e.g. a pad, for transactions within the branch and infrastructures of Winbank System (e.g. winbank applications of the Winbank System within the framework of Remote Signing Services), which possess the appropriate hardware and software that ensures the integrity and authenticity of data, providing also a special equipment on a case-by-case basis (e.g. wireless pen on pads), in order to enable the digital printing, display, registration and placement of handwritten signature, storage, production and reproduction of applications, contracts, transaction slips and other documents, which pertain to banking and investment transactions or are signed within the framework of Bank's partnership with insurance distributors, having the same force and effect as private documents.

The Customer, who uses the above-mentioned infrastructures of the Bank for entering into electronic transactions, as well as the e-Signature Services, accepts that the electronic documents and data produced and uploaded through the use of a PC and Winbank System, which are also written and saved digitally, when drafting them, in a personal computer or/and another digital storage medium of the Bank from which they may be reproduced, comprise private documents, as specified in the articles 443-444 of Civil Procedure Code, which provide conclusive proof of the contracting parties' legal intention and produce full legal effects in regard to the legal commitment of the Customer and the Bank or its subsidiaries or/and to the above-mentioned entities in partnership with the Bank, providing full procedural proof of their content and the transactions concerned. In addition, they are presented legitimately to this effect, before the Courts and Authorities, either in a hard-copy (printed) form accompanied by the confirmation



statement of the Bank's responsible employee that they comprise an exact representation of the electronic data maintained in the Bank's archives, that is, exact copy of the digital original maintained in the Bank's electronic archive or in an archive of magnetic or digital storage medium (such as CD, DVD, HDD, USB et al.), either in the form of magnetic or digital medium, as determined by the L. 4727/2020 regarding "Digital Governance".

**(a) Simple Electronic Signature.** The Customer acknowledges that where the signing of any contractual or other document is provided for in the Bank's procedures with a Simple Electronic Signature (SES), that is using a pad and placing a handwritten signature on it with a special wireless pen (biometric signature) for transactions within the branch according to the above-mentioned, either by clicking on the "Accept" or "Submit Order" buttons in Winbank System, this electronic signature shall certify the Customer's identity and prove his will as regard any legal relation and cash or non-cash transaction with the Bank, as well as the origin of the signature that is set exclusively by the Customer, giving rise to the same legal effects as those produced by the Customer's handwritten signature on a paper medium. When the Customer makes use of the specific option, he should act with the due diligence that is also demonstrated in transactions requiring his handwritten signature.

**(b) Qualified Electronic Signature:** The Customer is provided with the option of signing any document of the Bank or/and its subsidiaries and also documents of third-party insurance distributors in partnership with the Bank, including contractual or other document, with a Qualified Electronic Signature (hereinafter "QES"), which is based on a qualified electronic signature certificate / QES Certificate (hereinafter "Digital Certificate"), which either the Customer himself has issued through an acknowledged and approved Certification Service Provider (hereinafter "CSP") and declares that he shall use it in the context of the relevant functionality of Winbank System or other infrastructures of the Bank (e.g. pads in physical branches), or alternatively, he issues it through the Bank, utilizing the option provided by Winbank System or other infrastructures of the Bank (e.g. pads), in collaboration with the CSP. In case that the issue of the Digital Certificate takes place via the Bank, the Bank shall send the data required for the issue of the Digital Certificate to the CSP that shall be stated to the Customer, upon the conclusion of each contract or respectively, upon signing each document, on the basis of the Customer's relevant authorization to this end, which is irrevocably granted within the framework of the individual contractual relationships concluded between the Customer and the Bank, including the cases in which the Bank acts in the context of its partnership with insurance distributors. When the Customer submits his request for the issue of Digital Certificate through the Winbank System or other infrastructures of the Bank (e.g. pads), he shall take cognizance of the terms and conditions for the provision of CSP's services and shall be asked to accept them. The produced Digital Certificate shall be consistent with the specifications of the qualified electronic signature certificates, as they are provided for in the Regulation (EU) 910/2014 "on electronic identification" ("Regulation"). Through the submission of the request for the issue of the Digital Certificate and the overall creation of a QES according to the present term, the Customer accepts the manner of usage and functioning of the creation process of the QES and acknowledges further that the issue process ensures the identification of the persons entering into transactions in a complete and integral manner, as well as the authenticity and integrity of data that are based on the QES, which in any case comprises the qualified electronic signature as specified in the article 25 of the Regulation, the provisions of which are applied accordingly in the present case, in conjunction with what is provided for in L. 4727/2020 on "Digital Governance" and, therefore, accepts that the QES has the equivalent legal effect of a handwritten signature. A QES is created using technical means that he may maintain under his sole control. For the issue of Digital Certificates, both the Bank and the Customer shall collaborate with acknowledged and qualified Certification Service Providers and third-party operators for technical implementation. The Bank makes the maximum effort, so that during its mediation between the Customer and the entities in question, their services are provided to the Customer as effectively as possible, however it does not guarantee and is not responsible for their actions or omissions to the Customer, to the extent that the provision of their services is not controlled by the Bank. The Bank is not held accountable for the Customer's actual loss or gains prevented in the case of services provided or not provided by the afore-mentioned entities and also in case of non-permitted interference by

third-parties in their products and services, which are available within the framework of e-Signature Services.

**(c) Electronic Time Stamp:** According to the same process that has been described above for the creation of a Qualified Electronic Signature (application submitted to CSP, issue of electronic time stamp by CSP, placement on electronic document) an electronic time stamp is issued and placed on the electronic document, which is created in accordance with the present terms, certifying and providing conclusive and exact proof of the date and time indicated, as well as the integrity of data to which the date and time is linked. The produced electronic time stamp shall be consistent with the specifications of the qualified electronic stamps provided for in the Regulation. Within the framework of use of the e-Signature Services, as described in the present terms, the Customer acknowledges and accepts the manner of usage and functioning of the electronic time stamp, as well as the way in which it certifies and provides indisputable proof of the date and time of creation of an electronic document before the Courts and Authorities.

The Bank makes every possible effort for the availability of e-Signature Services. The Bank is entitled to modify or interrupt temporarily the provision of e-Signature Services, with or without any notice for reasons of maintenance or change of technical equipment, (mal)function of communication networks or for reasons pertaining to the CSPs in partnership with the Bank and third-party operators for technical implementation. E-Signature Services and their individual technical parameters comprise technically evolving processes subject to changes and additions, without being exclusively dependent on any currently existing technology and, to this extent, the Bank is entitled to change, at any given time, the data and parameters of e-Signature Services, such as, for example, the type of technical-electronic equipment for their provision, the user identification or authentication systems, the collaborating operators including the CSPs etc. In accordance with the Bank's applicable policy, the Bank is entitled to set further criteria and conditions on the use of e-Signature Service, by their timely disclosure to the Customer via Winbank System, its webpage or through any other appropriate means. The execution of a transaction through the use of e-Signature Services following any modification constitutes the Customer's acceptance of modifications. An extract or print-out that the Bank produces from its maintained electronic archives, shall constitute full proof of any claim to the Customer or objection against him, by the Bank and its subsidiaries or/and the entities in partnership with the Bank. For the execution of transactions through the use of e-Signature Services and provided that the Customer is a legal entity, it shall operate with one or more representatives, whose data shall be made available to the Bank and under the conditions set by the competent management body of the legal entity.

The Bank is entitled to terminate the provision of e-Signature Services at any time and also refuse their current or future use.

## 12. ALERT SERVICE

The Alert Service provides the Customer with the opportunity to receive upon request alerts via e-mail and/or by mobile telephone (SMS), as well as through any other communication instrument/channel notified by the Bank to the Customer in the most appropriate way at the Bank's discretion (and according to its conditions of use and operation). The content of the alerts is informative whereas the information covers banking transactions, for which the Customer wishes to immediately receive a written alert in the ways mentioned above and provided that it is foreseen that the requested alert shall be provided through the Service. The alert includes but is not limited to the coverage of transactions of the applicant's accounts, transactions conducted by credit and/or debit and/or prepaid card which had been issued by the Bank, stock exchange transactions as well as payment orders sent by the applicant to the Bank (hereinafter referred to for the purposes of these terms and conditions as the "Account Transactions"). The Bank may, at its sole discretion, add, amend and/or repeal any class of Account Transactions from the Service, upon relevant notice to the Customer.

The Customer may initially choose some or all individual options offered regarding the alert services for the Account Transactions (hereinafter referred to as the “AlertPackage”). The period of validity of each Alert Package (hereinafter referred to as the “Alert Package Duration”) is determined by the Bank and shall be indicated in the current Table of Fees, Rates and Value Dates, when it shall be notified to the Customers through the Bank’s Branches and/or in any other appropriate manner. During the provision of the Service the Customer may a) change at any time –and according to the individual choices of the alert Service which are offered by the Bank– the Alert Package options (hereinafter referred to as the “Alert Package Changes”); and b) select a new Alert Package among those provided for in order to upgrade the Customer’s options (hereinafter referred to as the “Alert Package Upgrade”).

The Service is activated, without any other formalities, after the Bank has approved the Service registration application, which shall be submitted by the applicant-Customer. In case of non-approval of the application, the Bank shall notify the applicant-Customer by any appropriate means at its discretion. The Customer-Service user has the ability to disable the Service, in whole or in part, at any time upon the Customer’s request at any Branch of the Bank. Alerts via e-mail and/or sms shall be sent to the personal e-mail address and/or personal mobile telephone number which the user of the Service has indicated in the Service registration application.

Alerts shall be automatically sent for each new bank product or banking service acquired by/ provided to the Customer and covered by the Alert Package which the Customer has selected. If the latter does not wish to receive alerts concerning this product/service, the Customer shall need to change the relevant alert setting as mentioned above, in the second paragraph of this term. The Customer has the right to withdraw from the Service at any time and without any expenses, by submitting a relevant request through the Branches of the Bank. In this case, the Bank shall owe to the Customer the respective amount for the Service which was actually provided by the Bank until the Service termination request was submitted.

The information provided through the Service does not replace the information which must be provided by the Bank in writing or otherwise, according to the law or its more specific contractual relation with the user of the Service.

### **13. COMPETENCE - APPLICABLE LAW**

The business relations between the Bank and the Customer are governed by the Hellenic Law and in particular the provisions of LD 17.7/13.8.1923 “Special Provisions on Sociétés Anonymes”.

The competent courts for the resolution of any disputes between the Bank and the Customer shall be the courts of Athens.

### **14. LIABILITY OF THE BANK**

The Bank has taken all necessary measures to safeguard the security of provision of the Services rendered as well that any information relating to the Customer be kept confidential.

The Bank is not responsible for the authenticity, validity, legal effectiveness, probative value or the accuracy and completeness of the content or the accuracy of any translated documents submitted thereto or for the type of quantity and status of securities, commodities or other items that may be referred to in the documents, as well as other legalization data of the Customer and the Customer’s legal heirs. Moreover, the Bank is not responsible for damages which may occur to any actual beneficiaries or joint beneficiaries or third parties in general, from the respective deficiencies of the above-mentioned documents and other data.

The Bank is liable to the Customer, who performs transactions for the purposes of the Customer’s business activity where there is any legitimate reason for liability, only for wilful misconduct or

gross negligence; the Bank's liability does not include the recovery of consequential damages. As regards Customers who transact outside the Customers' business activity, the Bank is liable only if it is at fault.

Nonetheless, the Bank is not liable for any material or non-material damage of the Customer in case of leakage of personal codes (including the telephone PIN code – Personal Identification Number) for any reason, or if any third party illegally gained access to this code in any other way. The Bank's liability shall include in no case the recovery of consequential damage. It is expressly specified that if the Customer is a legal entity, this contract does not create any contractual obligations on behalf of the Bank towards the Customer's representatives, administrators, managers or other officers in their capacity as natural persons, given the fact that the contractual relationship exists only between the entity and the Bank.

The Bank shall not be held liable for damages caused to the Customer due to force majeure.

## **15. CUSTOMER REPRESENTATION**

In case the Customer is a legal entity, the Customer undertakes a continuous obligation to inform the Bank regarding any change in the legal status of the entity and its representation, irrespective of whether these changes must be made public, by producing all necessary legal and supporting documents. The Customer is responsible for the accuracy of said legal documents.

The signatures of persons who have been authorized for transactions with the Bank or for the representation of third parties, either natural persons or legal entities, after having been disclosed to the Bank, shall be considered to be valid until they are legally revoked and their revocation is notified to the Bank in writing. The depositor bears the risk of forgery of each signature provided that he/she does not give instructions in person at the Bank regarding the deposit.

Said notifications shall be binding on the Bank only from the business day following the day on which the Bank receives the relevant written notification concerning said changes, which shall be signed by the person(s) with legal power of representation, along with the attached legalization documents.

## **16. EXPENSES**

All kinds of expenses, fees, taxes, etc., arising from the Customer's transactions, in relation to the drafting, execution, operation and termination of any contract concluded by the Customer with the Bank, as well as all expenses for collaterals, the adjudication (by means of any court judgement) and the collection of the Bank's claims arising from their mutual contractual relationships, even after enforcement proceedings, shall be borne by the Customer and are charged to any account of the Customer with the Bank, and shall bear interest from the day they were paid by the Bank. All provided for in the current Table of Fees, Rates and Value Dates of the Bank shall apply for the above expenses. Said Table is posted on the Bank's Branch Network and is made available through the official website ([www.piraeusbank.gr](http://www.piraeusbank.gr)) of the Bank or the winbank E-Banking Service for users of this service.

In any case, the Customer is entitled to request a breakdown of the expenses.

## **17. CHANGE OF ADDRESS**

The Customer must immediately notify the Bank regarding any change of residence address, as well as of the other details initially designated. Said notification shall be made only in writing

after the Customer produces all respective necessary documents and shall be evidenced by the corresponding entry regarding the change of data in the Bank's systems, a copy of which shall be delivered to the Customer. Until said changes are notified to the Bank, the service of all documents to the old address will be considered as valid, and the same will apply for each document issued and dispatched according to the old details.

## **18. REIMBURSEMENT OF UNDULY PAID AMOUNTS**

The Customer hereby authorizes and irrevocably mandates (said power of attorney and mandate may not be revoked, not even in case of Articles 223 and 726 of the Civil Code or even for cause) the Bank, in case of the Customer's death and after having received public documents sufficiently certifying the Customer's death, irrespective of the Authority which issued them, to directly charge the Customer's account with the Bank and to reimburse any amount which is unduly paid in the Customer's name by any competent domestic or foreign Authority or the Hellenic or a foreign State, after the Customer's death in accordance with the current laws and statutory provisions of the aforementioned Authorities.

In any case, the Customer is required to return to the Bank any amount taken from any account of the Customer with the Bank, which was unduly paid in accordance with the above provisions, immediately upon becoming aware thereof.

## **19. TERMINATION OF THE BUSINESS RELATIONSHIP**

The Bank reserves the right to suspend or terminate the business relationship with the Customer, unilaterally and at any time, in case of breach of any term hereof or of any other specific contract between them –whereas said terms are jointly agreed to be material and essential– or for any other legal cause, including but not limited to law infringements, issuance of bounced cheques, debit balance exceeded, submission of inaccurate statements and/or delivery of false details, insolvency or unreliability of the Customer, etc. In this case, the Bank has the discretion to terminate the business relationship and close the accounts of the Customer held with the Bank. Furthermore, the Customer is entitled to terminate in writing any contract with the Bank, without additional charges, nonetheless the Customer is obliged to fully repay all debts to the Bank, which have arisen from the terminated contract.

## **20. CUSTOMER COMPLAINTS SERVICE – ALTERNATIVE RESOLUTION OF DISPUTES**

The Customer may submit a complaint to the Bank with regard to its offered products and services, through:

- the Branch Network by filling in the respective Complaint Report form
- the Customer Phone Service by calling at the phone number +30 210 3288000 from Greece and abroad (24/7, from a landline or mobile phone, according to the pricing policy of the telecommunications provider)
- the Bank's Webpage ([www.piraeusbank.gr](http://www.piraeusbank.gr)) by filling-in the complaint submission form
- postal correspondence (Piraeus Bank, Customer Complaints, 26 Feidippidou Str., 11527 Athens)

The Customer must provide his personal data (Full Name, Father's Name, VAT number etc.) to the Bank as well as a detailed description of his complaint, in order to enable its investigation and corresponding reply. The Bank, which is bound by the provisions of banking confidentiality and personal data protection, is entitled to investigate complaints that have been submitted by the beneficiaries / involved parties and reply to them at the contact data that they have previously stated and have been registered in the Bank's archives / systems. In case of any change in their data, the customer should follow the process of their data update.

The Bank Unit responsible for complaints management is "Customer Complaints", which will send a confirmation of receipt form to the customer, once it receives the complaint, including a reference to the respective protocol number. In collaboration with the responsible Bank units, it will investigate the complaint and reply to the customer as soon as possible (with a maximum limit of 45 calendar days, at present, from the submission of complaint or within any deadline that is determined, at any given time, by the legal and regulatory framework in force). In case that further time is required for the management of complaint, the Customer Complaints will inform the customer accordingly. Following the customer's request, the Bank provides information on the stage reached in the processing of his complaint.

Provided that the customer is not satisfied with the Bank's reply and insists on his complaint, he may address the Hellenic Financial Ombudsman for the out-of-court settlement of his dispute (1 Massalias Str., 10680 Athens, [www.hobis.gr](http://www.hobis.gr), tel. 10 4 40, 210 3376700, fax: 210 3238821, email: [info@hobis.gr](mailto:info@hobis.gr)) or any other Alternative Dispute Resolution Entity, which is listed in the special Register maintained at the webpage of the Directorate-General for Consumer Protection. In case that the dispute concerns contractual obligations under an electronic service agreement, the Customer may submit his request for the out-of-court settlement of the dispute, through the Online Dispute Resolution platform – ODR at the webpage <https://webgate.ec.europa.eu/odr>.

## **21. COMPLIANCE WITH THE DIRECTIVE (EU) 2018/822 (DIRECTIVE DAC6)**

The Bank complies with L. 4170/2013, as amended by L. 4714/2020, which incorporated in the Greek Legislation Directive (EU) 2018/822 (Directive DAC6), that amended Directive 2011/16/EU, with regard to the mandatory exchange of information in the taxation sector, concerning the reportable cross-border arrangements.

In case the Bank qualifies as an "Intermediary" within the meaning of Law 4170/2013, as amended and in force at any given time, it is obliged to disclose the information referred to in the above-mentioned Law to the Competent Authority, as specified in the L. 4170/2013.

The Customer acknowledges and accepts that the Bank shall not be held accountable and shall not bear the burden, in any way whatsoever, of covering any direct, indirect, ancillary or any other loss, damage, cost or expense of the Customer, which shall result from the Bank's compliance with the provisions of the L. 4170/2013, as in force at any given time.

## **22. OTHER TERMS**

Pursuant to its legislative and regulatory obligations, the Bank has the right to request from the Customer any document or supporting document deemed necessary to identify the purpose of carrying out a transaction.

In case of any debt, it is agreed that any amount paid by the Customer to the Bank shall be charged in the following order: a) judicial costs which may have occurred and other expenses; b) default interest; c) other interest; d) capital, except if otherwise specified in the particular contract.

In case of late payment of the Customer's debt to the Bank regarding capital, interest, fees, insurance premiums, etc., it is agreed that the Customer shall be automatically charged for late payments from the day of the delay and up to the day of repayment, with default interest, which currently stands at 2.5 percent, plus the current contractual interest rate, as defined in the respective contract. If the default interest rate set is higher than the contractual interest rate, the maximum limit of the default interest rate shall apply, without any prior reminder or notice or payment order being required. In any event of default, the Bank is entitled to compound overdue interest as well, even after the termination of the respective contract and the adjudication of the claim, for the minimum time periods permitted by the law in force on the occurrence of the default, and said time period is currently six months.

It is expressly agreed that the records and updates of the Bank's systems, their extracts and in general each file kept by the Bank, concerning its contractual relations with the Customer, are considered as full evidence for the contractual relation and its course, whereas it is permitted to produce evidence in rebuttal.

These General Business Terms and Conditions, as well as the specific terms and conditions of each contract are agreed to be material and may be amended only in writing. The Bank has the right to unilaterally amend a contract only for specific cause. The Customer is informed of said amendments and changes as well as of the starting point of their entry into force by any appropriate means according to the Bank, and is entitled, in case of any amendment with which the Customer does not agree, to terminate the contract within thirty (30) days upon the notification of the respective amendment. In any case, failure by the Customer to submit the above termination notice within the aforementioned period of time shall be considered, in good faith and according to transactional usages, as acceptance of the proposed amendment.

The Bank may at any time complement these General Business Terms and Conditions with annexes referring to specific banking operations and transactions. Such annexes are considered as an integral part of the present terms and conditions.

The Customer is entitled at any time, upon request, to receive a copy hereof.

Failure on behalf of the Bank to exercise any right which directly or indirectly emerges from the present terms and conditions cannot be interpreted or construed as a waiver thereof.

The present terms and conditions are interpreted in good faith and according to honest business practice in banking transactions.

Any partial or total nullity of any term(s) of these GBTs does not affect the validity of the remaining. If any discrepancies occur between the GBTs of Piraeus Bank in English and the GBTs in Greek language, then, in that case, the later prevails.

PIRAEUS BANK



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