GENERAL BUSINESS TERMS AND CONDITIONS
INTRODUCTION

The Public Limited Company (Bank) under the company name “Piraeus Bank S.A.”, which has its registered head office in Athens, 4 Amerikis Str., VAT No.: 094014298, Athens Tax Office for Commercial Companies (FAE E), hereinafter referred to briefly as the “Bank” provides bank services in its capacity as a credit institution. 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 cards, the use of electronic networks and the provision of deposit account overdraft rights, which are established either through the Bank’s Branch Network 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 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

Piraeus Bank S.A., 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 S.A., Data Protection Officer’s Office” and sent to the email address 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).
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.

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.

Provided that the Bank grants a passbook to the Customer, the Customer is thereafter required to produce it and update it during each transaction with the Bank, whereas the Customer is required to diligently keep it and immediately inform the Bank in writing in the event of loss or theft, otherwise the Customer shall be liable for each withdrawal after said loss or theft, unless the Bank is at fault. 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, even if there was no relevant entry in the passbook which the Customer may hold. Any entries in the passbook shall be considered as proof only if they correspond to the respective entries in the electronic records and updates of the Bank’s systems, 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.

**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 l. 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(s) kept, shall be informed regarding all movements of the account(s) 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”.

The above Information shall be made available by the Bank to the Customer, either through the passbook granted for this type of Deposit Account, by producing it at any Branch of the Bank, either periodically and at least at the intervals specified by the current legal and regulatory provisions, by sending a copy of the account statement, either at the mailing address designated by the Customer, or via e-mail to the e-mail address, which has also been declared by the Customer, provided that the Information has been previously requested in writing in the above manner. If the Customer is a user of the winbank E-Banking Service, the Information is made available solely through the above service by issuing an electronic copy of the account statement (e-statement).

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 Customer shall be informed by document which the Bank sends to one of the joint beneficiaries and to the mailing address which has been designated by all joint beneficiaries. Provided that it has been previously requested in writing, the Information may also be sent via e-mail to the e-mail address designated to the Bank by any account beneficiary. For account beneficiaries, who are users of the winbank E-Banking Service, the Information is made available solely through the above service.

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. 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

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. 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, the winbank E-Banking Service for users of this service and at the Bank’s Branches, or on TEKE’s website (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 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/ CREDIT) CARD TRANSACTIONS

The Card allows the Customer/Cardholder to carry out transactions that involve either debiting one or more accounts of the Cardholder which are linked with the Card or using an individualized credit limit and which are performed: (a) On a 24-hour On Line-Real Time basis, through the network of the Bank’s Automated Teller Machines (ATM), and through the ATM networks of other banks, either domestic or foreign, which are affiliated with INTERBANK SYSTEMS S.A. (DIAS) and/or bear the trademark or the International Visa or the International MasterCard Organisation (hereinafter referred to jointly as the “Organisations” and separately as the “Organisation”). (b) For companies, either domestic or foreign,
who bear the Visa/MasterCard trademark and accept cards as means of payment through electronic payment terminals (EFTPOS). Each transaction using the Card for these companies shall be considered to be complete either after the Cardholder has signed the receipts issued by the electronic payment terminals (EFTPOS) or after the Cardholder has typed the PIN in the EFTPOS devices which give this possibility, either by providing the details required (Cardholder’s first and last name, card number, expiration date, CVC2/CVV2 verification code) for remote transactions.

The Card and/or Personal Identification Number (hereinafter referred to as the "PIN") is (are) either received by the Cardholder at the corresponding Branch, in accordance with the current processes of the Bank, and is (are) valid after activation by the Bank, regarding which the Cardholder is notified orally or in writing, or is (are) sent by post to the mailing address designated by the Cardholder. In case the Card is sent to the mailing address designated by the Cardholder (by post or otherwise at the request of the Cardholder), for reasons of security the Bank sends the Card inactivated. In this case, the Card is valid and may be used after having been activated by the Cardholder, following the instructions provided to the Cardholder by the Bank. 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 specific terms and conditions.

The Bank grants and discloses to the Cardholder, in a secure way in accordance with its standard processes, the Personal Identification Number to be used in connection with the Card for transactions carried out through the ATM network, as well as for any other electronic transaction with the Card for which it is required to use the PIN. The Cardholder acknowledges that the PIN is strictly personal and that its use fully substitutes the signature of the Cardholder. The PIN is automatically generated in conditions of complete safety and may not be reproduced thereafter; it may be replaced by the Cardholder at any time with another PIN of the Cardholder’s choice, through the ATM network, with the instructions provided there, 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 printed, belongs to the Bank and continues to be property thereof. The Card is strictly personal. The Cardholder alone obtains the right to use it, whereas its use by any third party is prohibited, as well as its transfer or award 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 evidence against the Cardholder regarding the performance of the transaction, whereas it is permitted to produce evidence in rebuttal. The Cardholder must ensure the effective safekeeping of the Card. The Card’s loss or theft must be reported immediately by telephone (18 28 38 from a landline or mobile telephone within Greece or + 30 210 328 8000 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.

8. PREPAID CARD TRANSACTIONS

The prepaid Card is a personal, rechargeable card issued by the Bank in the context of the relevant regulations by the International VISA and MasterCard Organizations and it is supplied (charged) with amounts of money, within a certain limit which is determined each 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 from time to time by the Bank, and it 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 Bank will grant to the Cardholder a Personal Identification Number (PIN) to be used for transactions in combination with the prepaid Card, as required. The PIN is unique, it is generated automatically in conditions of complete safety and it 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 the Bank’s ATM network and according to the instructions provided there. The Cardholder may also request to reissue a PIN through the Bank’s Branch Network or in any other way, as announced by the Bank from time to time. The Cardholder may use the prepaid Card in Greece or abroad in order to carry out the following transactions: (a) Transactions with Businesses: The prepaid Card may be used by the Cardholder in order to perform purchases which are paid with a one-off payment to undertakings with physical or virtual presence, who accept payments with cards bearing the
VISA/MasterCard trademark. (b) Transactions at the ATMs of banks: The prepaid Card may also be used by the Cardholder in combination with the PIN to carry out the respective banking transactions via ATMs of banks in Greece or abroad bearing the Visa/MasterCard trademark. For each transaction at an ATM it is possible for the ATM to issue at the same time a written receipt confirming the orders given by the Cardholder. In case of any failure to issue such receipt from the ATM for any reason, the Cardholder must be addressed to the respective bank, which owns the ATM used. In order to use the prepaid Card immediately upon its receipt by the Cardholder, it must first be activated, and this may be performed automatically by carrying out the initial charge of an amount of money, as indicated below in this paragraph. Thereafter, in order to be able to carry out transactions using the Card, the Cardholder must maintain a balance in the Card (value of the Card), recharging 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 Card’s initial charge, as well as any recharging, 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 discharge 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 charge and the recharges of the prepaid Card. In case the prepaid Card was lost or stolen and/or the PIN has been leaked and/or the prepaid Card inductive circuit was damaged/demagnetized/destroyed and provided that the Cardholder consistently abides by the Cardholder’s obligations under these terms and the conditions of the contract for the granting of the prepaid card, the Bank shall issue –at the request of the Cardholder– a new prepaid Card and/or new PIN and they shall be received by the Cardholder via the respective Branch as aforementioned.

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. Any balance found in the prepaid Card on that date may either be given 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 inspect daily that it still is in the Cardholder’s possession and to notify the Bank without delay after becoming aware that the Card was lost or stolen.

9. E-BANKING

The Bank provides the Customer with the winbank E-Banking Services under the terms and conditions stated in the contract granting access to the winbank E-Banking System. The winbank System is a system which allows the Customer to receive information, to send orders and requests and to carry out banking transactions remotely, using a variety of technological methods and infrastructure, including but not limited to the Internet, the fixed telephony network and the mobile telephony networks. 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 the winbank System data and parameters from time to time, such as the number and type of carried out transactions, the user’s equipment requirements, the user identification or certification methods and systems, etc. To access the winbank System the Customer accepts the terms and conditions mentioned in the contract granting access to the winbank E-Banking System, which falls within the framework of the Bank’s GBTs, which govern it and which are notified in full to the Customer.

10. 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.

11. e-SIGNATURE OPTION

The Bank provides the Customer with the technical option to safely set his/her handwritten signature by using a special pen on a pad (hereinafter referred to as the “e-Signature”) on documents which when drafted are saved and stored in the central or peripheral computer memory of the Bank or in any other electronic or digital storage and data processing means (hereinafter referred to as “PC”), from which they may be reproduced; said documents bear the Customer’s handwritten signature as described above, which is set in a unique way on each one of them and forms an integral part thereof. The e-Signature set by the above means and in the above way on the document, certifies the identity and proves the will of the Customer as regard any legal relation and/or transaction with the Bank, regarding cash or non-cash transactions, as well as the origin of the signature which is set exclusively by the Customer. Pursuant to the above, the e-Signature has the same results as the Customer’s handwritten signature on a printed-out document.

The above option is provided to Customers who declare in writing that they wish so.

12. 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.
13. 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.

14. 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.

15. 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) 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.
16. 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.

17. 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.

18. 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.

19. CUSTOMER COMPLAINTS – ALTERNATIVE DISPUTE RESOLUTION

1. The Customer may submit a complaint regarding the products and services of the Bank at the following points:
   a. at the Customer’s Branch/Transaction Unit verbally or in writing, by post or e-mail, fax or delivery by hand.
   b. Through the Bank’s Contact Center by recorded telephone conversation (24 hours a day) at 18 28 38 from a landline and mobile telephone within Greece or at +30 210 3288000 from abroad.
If the Customer is not satisfied with the reply by the Branch/Transaction Unit, the Customer may address the Customer Complaints Unit, in one of the following ways:
   a. to the Bank’s web page (www.piraeusbank.gr) by registering the complaint into the respective electronic contact form;
   b. by filling in the complaint report form, through the Branch Network;
   c. by post to the address: Piraeus Bank, Group Operation Quality Assurance, Customer Complaints, Address: 26
2. The Bank participates in the institution of the Hellenic Ombudsman for Banking-Investment Services. If it was not possible to resolve the dispute between the Customer and the Bank, the Customer may address the above body for the extrajudicial settlement of the dispute (1 Massalias Str., 10680 Athens, www.hobis.gr, Tel.: 10 4 40, 210 3376700, fax: 210-3238821, e-mail: info@hobis.gr), as an Alternative Dispute Resolution entity (“ADR entity”), which is registered in the Special Register kept on the website of the Hellenic Directorate General of Consumer Protection and Market Monitoring.

If the dispute concerns contractual obligations under an electronic service agreement, the Customer may submit a request for the extrajudicial settlement of the dispute through the Online Dispute Resolution – ODR platform at https://webgate.ec.europa.eu/odr.

20. 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 in 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.