

## TERMS FOR ISSUANCE AND USE OF DEBIT MASTERCARD BUSINESS FOR SOLE PROPRIETORSHIPS

National Bank of Greece SA (the "Bank"), a credit institution registered in Athens (Aiolou 86) under GEMI-No. 237901000, hereby issues and grants to the counterparty (the "Cardholder"), stated in the Application attached hereto and constituting an integral part hereof, a Business Debit Mastercard for Sole Proprietorships (the "Card") under the following terms and conditions, which are all deemed substantial. The terms of the Account Opening and Deposit Contract or the Single Contract for Deposits and Associated Transaction Relations, signed by the Cardholder and governing their account(s) linked to the Card, constitute a supplement hereto. More specifically, as regards the terms and conditions for carrying out payments, the framework agreement for Payment Services (the "framework agreement") governed by Law 4537/2018 (Government Gazette A 84/15-5-2018), already concluded between the parties hereto, shall be supplementary to this agreement and supersede it.

### **1. Card — Issue — Safekeeping**

**1.1.** The Card is of a dual nature, being both an ATM card and a debit card, and enables the Cardholder to make: (a) 24/7 transactions via the Bank and DIASnet network ATMs in Greece and ATMs carrying the Mastercard logo abroad; (b) purchases of goods or services from retailers/firms in Greece and abroad displaying the Mastercard logo and using EFT/POS terminals; (c) transactions from a distance, conducted via the internet or by mail/telephone order, with retailers/firms displaying the Mastercard logo and accepting the Card as a means of payment, by debiting the main account as per article 3.1 below; (d) contactless transactions, as per article 6.4. hereinbelow, with retailers/firms using appropriate contactless EFT/POS terminals; (e) standing or non-standing orders for payment of periodic or single obligations by debiting the main account as per article 3.1 below, as set out in the framework contract. When issued for the first time, or when replaced or renewed, the Card is sent to the Cardholder by ordinary mail to the Cardholder's registered contact address or, if the Bank activates a relevant service, it is delivered to the Cardholder at the Branch where they filed the card application. In the event that the Card is sent in any other way, following the Cardholder's relevant request, the latter shall be charged with the delivery charges. The card is sent/delivered deactivated to the Cardholder, and is activated by the Cardholder at any ATM of the bank, by using their PIN (Personal Identification Number) as per Article 2 hereinbelow, in accordance with the instructions on the screen. If the Cardholder fails to activate their Card within six (6) months, at the latest, of its issue, the Bank may cancel it.

**1.2.** The Card, on which the Cardholder's name is printed, is and shall remain the property of the Bank. The Cardholder is the only person entitled to use the Card as per the terms of possession and use applicable to it from time to time. It is strictly forbidden to transfer the Card and/or assign the right of possessing and using it to any third party in any way whatsoever.

**1.3.** Upon receipt of the Card, the Cardholder shall sign it on the space provided for this purpose on its reverse, and shall be responsible for the authenticity of the signature.

**1.4.** The Cardholder shall bear in mind that the Card is essentially equivalent to money and therefore shall keep it in a safe place and in good working order.

### **2. Personal Identification Number (P.I.N.)**

The Bank also provides the Cardholder with a Personal Identification Number (PIN), which is equivalent to the Cardholder's signature. Although the Cardholder may change the PIN as many times as they wish by inserting their Card in any ATM of the Bank (or where the Bank may announce in the future) and following the instructions displayed on the screen, this number is strictly personal and the Cardholder must memorize it, refrain from recording it on the Card or any other document, even in disguised form, hide the ATM or EFT/POS keyboard when typing the PIN, should not disclose it to anyone else, and prevent it from being revealed to any third party. Keeping the PIN in any readable form constitutes gross negligence on the part of the Cardholder. The PIN is produced electronically under strictly controlled security conditions that make its reproduction absolutely impossible and is notified to the Cardholder through one of the means stated in the letter accompanying the Card. The PIN can be used only with the Card for which it was issued.

### **3. Linking the Card with a Deposit Account/ Transaction Limits**

**3.1** To use the Card it is necessary to link it with one or more, exclusively business deposit accounts (hereinafter the "business accounts") held by the Cardholder as beneficiary with the Bank, that meet the requirements of the relevant legal and regulatory framework, including the conditions for verifying and confirming their identity and forming their financial/banking profile. The business account number(s) should be stated in the Card application attached hereto. One of these business accounts is designated by the Cardholder as the Main Account with respect to this card. The Cardholder is under obligation to delete any card-linked account(s) that do(es) not any more serve exclusively the Cardholder's trade, business or professional activity. The Cardholder is entitled to request at any time during the validity hereof the change of the linked business account(s), designating in such case another business account as the main account.

**3.2.** The Bank may set Daily Transaction Limits up to which the Card can be used and which are notified to the Cardholder upon granting the Card. In the event of change of the Daily Transaction Limits, the Cardholder shall be notified accordingly by the Bank either through the notifications they receive for their business deposit account or in any other way the Bank sees fit.

**3.3.** The Cardholder is entitled at any time to request a change in its Daily Transaction Limits (i.e. in addition to those predetermined by the Bank) and the Bank shall decide accordingly at its sole discretion.

### **4. Using the Card at ATMs in Greece**

**4.1** The Cardholder can use their Card and PIN at the Bank's ATM network to make transactions via any of their Card-linked business accounts stated in Article 3.1 above, including cash withdrawals within the limits set from time to time, cash and cheque deposits, balance queries, fund transfers from account to account, bill and instalment payments, and any other activity under the terms and

conditions the Bank announces from time to time. The Cardholder can also use the DIASnet network to make withdrawals and balance queries from their main and one more business account, under the terms and conditions the Bank announces from time to time.

**4.2. Withdrawal** The Cardholder cannot exceed the 24-hour withdrawal limit, as announced by the Bank, which limit is the sum of the total combined withdrawals from all Card-linked business accounts. Cash withdrawals may be made in integral multiples of Euro only. Cash withdrawals from NBG ATMs are free of charge. Cash withdrawals and account balance queries via the DIASnet network are charged at the interbank transaction rate applicable from time to time. The charges applying from time to time are stated in the Bank's Rates & Charges, available to the Cardholder in line with the respective regulatory provisions, and posted in all NBG branches and on the Bank's website ([www.nbg.gr](http://www.nbg.gr)).

**4.3. Deposit** The Cardholder can use ATMs installed within NBG branches and selected offsite ATMs to deposit banknotes to their Card-linked business account, without using envelopes, following the instructions displayed on the ATM screen. The money deposited is counted automatically and credited instantly to the business account.

**4.4.** The details of every Card transaction at ATMs are recorded and held in the Bank's electronic data base, displayed on the receipts printed by the ATMs, and constitute full proof of these transactions, counterproof allowed. As regards the data evidencing the authenticity and performance of payment transactions by the Cardholder, the provisions of the Framework Agreement apply. Upon completion of a card transaction, the Cardholder must keep the receipt printed by the ATM.

**4.5.** The Bank may shut down the ATMs due to damage or for technical, Cardholder protection or other reasons, and suspend the use of the Card, in line with the provisions of Article 12 hereinbelow.

**4.6.** For the protection and security of users and transactions, the Cardholder is aware of the video recording of transactions at the Bank's or other Banks' ATMs and the recording of telephone conversations between the same and the Bank when they report the theft, misappropriation, unauthorized use or loss of their Card or PIN.

## **5. Using the Card at ATMs and POS of Banks Abroad**

When abroad, the Cardholder can withdraw cash from their main business account via ATMs and POS of Banks displaying the international Mastercard logo, under the terms, conditions and charges, if any, announced by the Bank from time to time or in accordance with decisions that may be taken by the competent authorities. Furthermore, the Cardholder can use the Card for account balance enquiries at ATMs abroad, and the Bank reserves the right to announce the option to carry out a further range of transactions in the future. Transactions carried out via ATMs and POS of the Banks abroad will incur a charge. The charges applying from time to time are stated in the Bank's Rates & Charges, available to the Cardholder in line with the respective regulatory provisions, and posted in all NBG branches and on the Bank's website ([www.nbg.gr](http://www.nbg.gr)).

If the transaction is in foreign currency, the relevant amount is blocked at the time of the transaction, plus 4% for any difference that may occur upon currency conversion, which will be released in all or in part when the transaction is cleared and the corresponding amount is debited to the Cardholder's account. The respective account will be debited with the EUR equivalent of the amount withdrawn, calculated on the basis of the rate announced by Mastercard International for the date and time of transaction processing and settlement. For transactions carried out in a currency of an EEA country, the Cardholder can find information on the cross-border charges and exchange rates at <https://microsites.nbg.gr/fxrates>. As regards other transactions in foreign currency, the Cardholder can find information on the currency conversion rates used from time to time by such organization on its webpage at (<https://www.mastercard.us/en-us/consumers/get-support/convertcurrency.html>) which also provides a currency conversion calculator. Given that exchange rates constantly fluctuate, the rate applicable at the time that the relevant transaction is processed and cleared may be different from the rate applicable at the time that such transaction is actually performed.

## **6. Using the Card at Retailers**

**6.1** The Cardholder can use the Card as a means of payment both in Greece, via their main business account (or one more linked account if the EFT/POS terminal provides for this option) and abroad, via their main business account, in legitimate transactions with retailers/firms displaying the Mastercard logo and accepting it as a means of payment. When requested by the retailer to do so, the Cardholder must supply legal evidence of their identity.

**6.2.** A Card transaction can be authorized and executed when the Cardholder takes the following steps, as the case may be: (a) at retailers/firms equipped with physical points of sale, subject to article 6.4. hereinbelow regarding contactless transactions, by typing the PIN into the EFT/ POS terminals, or signing the receipts printed by the said terminals; or in the event a contactless transaction is carried out using a digitalized card via NFC (Near Field Communication) or via applications (such as Apple Pay) entering the PIN of the device through which the Card was digitized or the fingerprint (Touch ID) or face recognition (Face ID) of the Cardholder, (b) at special terminals that require that the Cardholder himself inserts the Card in the terminal (e.g. vending machines); (c) via the internet (subject to article 6.3. hereinbelow) or by mail/ telephone order, by entering or providing the following Card details, required as the case may be: i. Card number, ii. Expiry date, iii. Cardholder's name, iv. The 3-digit verification code (CVC2/CVV2), v. v. Any other data required or to be required on the basis of security protocols applied by Mastercard (d) in the event of a standing payment order, a written authorization of the Cardholder to the beneficiary as per the provisions of the framework agreement. Transactions are completed provided the account has a balance at least equal to the transaction amount. By so typing the PIN or signing the receipt or inserting the Card or providing data or placing a payment order, the Cardholder irrevocably authorizes the Bank to pay to such retailers/firms, on their behalf and for their account, the price of the legitimate transactions so effected. Printed confirmation of the Cardholder's orders is issued for each EFT/POS transaction, as far as this is technically possible. As regards the data evidencing the authenticity and performance of payment transactions by the Cardholder, the provisions of the Framework Agreement apply.

**6.3.** For purchases of goods or the provision of services via the internet that require a strong identification of the Cardholder, and carried out at merchants certified by Mastercard Identity Check, the Cardholder is obliged to use the Mastercard Identity Check service, the terms of which are set out in the Annex of this Agreement and constitute an integral part hereof combined with the use of one of the available authentication methods provided by the Bank for their strong identification. (i.e. via Internet and Mobile Banking)

**6.4.** The Cardholder can opt for a contactless transaction to pay the price of legitimate transactions, irrespective of amount. Contactless transactions are effected when the Cardholder holds the Card/device carrying the digitalized Card in front of a contactless EFT/ POS terminal, the Card is recognized, and the transaction recorded. If the contactless transaction amount exceeds the limit notified to the Cardholder upon filing the Card application or in the letter accompanying the Card (the "PIN-free Contactless Transaction Limit" or the "Limit"), the Cardholder is required to type the PIN or sign the receipt issued by the respective contactless EFT/ POS terminal to approve and complete such transaction, or in the event the transaction is carried out using a device carrying the card digitalized, entering the PIN or the fingerprint (Touch ID) or face recognition (Face ID) of the Cardholder.

When carrying out contactless transactions within the PIN-free Contactless Transaction Limit, the Cardholder approves and accepts, without typing the card PIN, or the fingerprint (Touch ID) or face recognition (Face ID), the transaction each time performed as above, and authorizes irrevocably the Bank to debit the Card with the nominal value of the respective transaction and to pay to the merchant, on their behalf, the amount recorded on the receipt issued by the terminal thereat. With respect to contactless transactions over the said Limit, the provisions of article 6.2.a hereinabove shall apply.

The Card can be used for contactless transactions outside Greece as well. However, the Limit for such transactions may be different from the one notified to the Cardholder upon filing the Card application or in the letter accompanying the Card, depending on the country where the transaction takes place. The Cardholder should ensure that they are aware of the Limit applicable in the country where they wish to use the Card, prior to performing any transactions. At merchants/firms where contactless EFT/ POS terminals are available, the Cardholder can choose to use the Card as in other businesses, i.e. by inserting it in the EFT/ POS terminal and typing the PIN or signing the receipt issued by the said terminal, or using Near Field Communication (NFC) technology and entering the fingerprint (Touch ID) or facial recognition (Face ID). For transactions below the PIN-free Contactless Transaction Limit, a limit is set for the total amount of transactions (whose current level is quoted in the letter accompanying the Card); when this limit is exceeded the following transaction below the PIN-free Contactless Transaction Limit will be rejected; to enable a new transaction below the PIN-free Contactless Transaction Limit to be effected, it is necessary first to have carried out a successful transaction using the PIN in an EFT/POS terminal or ATM of the Bank's network.

**6.5.** The Cardholder's business account is debited on the date of the transaction settlement, which is either the day of the transaction or a later date.

**6.6.** If the Cardholder carries out a transaction in foreign exchange, this will be subject to charges. The charges applying from time to time are stated in the Bank's Rates & Charges, available to the Cardholder at all times in line with the respective regulatory provisions, and are posted in all NBG branches and on the Bank's website [www.nbg.gr](http://www.nbg.gr). If the transaction is in foreign currency, the relevant amount is blocked at the time of the transaction, plus 4% for any difference that may occur upon currency conversion, which will be released in all or in part when the transaction is cleared and the corresponding amount is debited to the Cardholder's account. The value of the transaction is converted into Euro on the basis of the rate announced by Mastercard International for the date and time the transaction is processed and cleared. For transactions carried out in a currency of an EEA country, the Cardholder can find information on the cross-border charges and exchange rates at <https://microsites.nbg.gr/fxrates>. As regards other transactions in foreign currency, the Cardholder can find information on the currency conversion rates used from time to time by such organization on its webpage at (<https://www.mastercard.us/en-us/consumers/get-support/convertcurrency.html>) which also provides a currency conversion calculator. Given that exchange rates constantly fluctuate, the rate applicable at the time that the relevant transaction is processed and cleared may be different from the rate applicable at the time that such transaction is actually performed.

**6.7.** The Card is a payment instrument for legitimate transactions, the price and other terms of which have been agreed to by the Cardholder prior to and irrespective of using the Card. The Bank is not necessarily associated in a contractual capacity with the merchants for the purposes hereof, and in any case is not associated exclusively with such merchants, nor shall it be liable to the Cardholder in the event that the merchant fails to fulfill in any way their obligations to the Cardholder or in the event of contractual or other loss incurred by the Cardholder; accordingly, the Cardholder is not entitled to raise against the Bank any respective objection or claim, unless otherwise provided for by Law or the Framework Agreement. If a firm/retailer issues a credit note in favour of the Cardholder for any reason whatsoever, the Bank will credit the respective amount to the Cardholder's account only when such order is presented to the Bank.

## **7. Charges**

The Cardholder undertakes the obligation to pay to the Bank an annual fee for the Card issued on demand. To this end, the Cardholder irrevocably authorizes the Bank to debit, without any further notice, the respective corporate account linked with the Card, in accordance with the Bank's Rates & Charges. The annual fee and any other expenses and transaction charges using the Card applying from time to time are stated in the Bank's Rates & Charges, available to the Cardholder at all times in line with the respective regulatory provisions, and are posted in all NBG branches and on the Bank's website [www.nbg.gr](http://www.nbg.gr). Taking into account the conditions prevailing in the market and among competitors and any adjustment in the charges levied by international card-issuing organizations, the Bank reserves the right to supplement or amend the charges, after informing accordingly the Cardholder in any way it sees fit, thirty (30) days prior to their implementation, subject to article 9 hereinbelow. Any amendment is posted on the Bank's website [www.nbg.gr](http://www.nbg.gr) and set out in the Rates & Charges available to the Cardholder as above.

## **8. Information**

The Cardholder is informed of the transactions posted into its corporate accounts linked to the Card by means of the relevant statements of the corporate account as provided for in the relevant agreement and the framework agreement. Moreover, the Cardholder is informed of every transaction by means of receipts printed by ATMs and EFT/POS terminals as the case may be. The Bank's Internet Banking service offers to the Cardholder, if a registered user, access to their Card statement over the last quarter, which they can save and print if they so wish. In addition, the Cardholder is entitled to receive by mail, upon request to the Bank, a card statement on a monthly basis which shall include solely the Card activity and charges. If the statement is sent by mail, the Cardholder shall be charged with the corresponding fee, as defined in the Bank's Rates & Charges. Every transaction carried out with the Card is recorded in the Bank's IT systems and relevant entries and printouts of these from the Bank's IT system constitute full proof regarding the Cardholder's instructions re the performance of transactions, counter-proof being allowed. The Cardholder shall monitor their corporate accounts' activity and notify immediately the Bank in connection with unauthorized or erroneous transactions, as set out in the framework agreement.

## **9. Amendment of Terms**

Having regard to the indefinite term of validity hereof, the Bank reserves the right to unilaterally supplement and/or amend the terms and conditions hereof for significant reasons. Amendment can only be made following 2-month prior notice to the Cardholder in writing or by any other durable medium. If the Cardholder does not accept the amendment, it is entitled to terminate this Agreement as per the provisions of article 13.4 hereinbelow. The Bank may notify the Cardholder of the above amendment either through the information provided pursuant to article 8 hereinabove or in any other way the Bank sees fit. The Cardholder acknowledges that the Bank is entitled, in the context of its obligation to make personal or other notifications to the Cardholder during the validity hereof, to make use of any electronic means of message transmission, such as e-mail (to the address stated by the Cardholder), SMS, telefax and/or recorded telephone conversations (via the Bank's Contact Center), without however holding the Bank responsible, if it is not its fault, for any error, truncation, delay etc. during transmission of messages in these ways. If the Cardholder does not communicate their objections to the Bank within a period of two (2) months of the aforesaid notification, or if the Cardholder uses the Card after the lapse of two months, this shall be construed as unreserved acceptance of the respective amendment.

## **10. Validity — Renewal**

Each Card is of limited validity, up to the end of the month printed on the Card. The Bank renews the card from time to time, provided that the Cardholder complies with the Bank's relevant criteria. The new Card is sent deactivated by regular mail to the address stated by the Cardholder. The Cardholder must notify the Bank as soon as possible if they have not received the new Card by the time the old Card has expired. If the Cardholder does not want to renew their Card, they shall notify the Bank accordingly by registered mail at least sixty (60) days prior to its expiry.

## **11. Card Loss – PIN Theft – Cardholder's Obligations and Responsibility**

The Cardholder shall duly safeguard their Card and PIN as provided for in Articles 1.2. to 2. hereinabove, as well as the tablet/ mobile phone and its PIN, if the Card is digitalized. In the event loss, theft or fraudulent use of the Card or device carrying the digitalized Card, or in the event that the Card is used by an unauthorised person, the Bank must be duly notified by any means available. Telephone notifications are recorded on tape. The Bank affords the Cardholder a special 24-hour call service: +30 210 4848484, where the Cardholder can report the loss, theft or fraudulent or unauthorized use of the Card and, if the User so requests, the Bank shall provide the same with the means to prove, within 18 months following the said notification, that they indeed reported the incident to the Bank. Following the said notification, the Cardholder shall incur no financial loss as a result of the use of the Card, unless the Cardholder acted fraudulently. Without prejudice to the next sentences herein, until such notification, the Cardholder shall be liable up to the sum of €50 for loss relating to the performance of unauthorized payment transactions performed by use of the lost or stolen Card or by misappropriation thereof. The Cardholder shall be liable without limitation for any loss relating to any unauthorized payment transaction if the Cardholder acted fraudulently or failed to comply with one or more obligations hereunder, particularly the obligations to duly notify the Bank and wilfully safeguard the Card and PIN. Without prejudice to the next clause herein, if damages are caused by gross negligence of the User, they are liable up to the amount of €1,000 taking into consideration the nature of the personalized security credentials and the specific circumstances under which the Card was lost, stolen or embezzled. The Cardholder shall be liable without limitation for any loss relating to any unauthorized payment, if the Bank can demonstrate that it applies effective and more stringent transaction control mechanisms than those it applies for strong identification of transactions that may cause loss in excess of €1,000. The Cardholder is under the obligation to offer the Bank every possible assistance in limiting the adverse consequences of such theft, loss, misappropriation or unauthorized use.

Whenever the Cardholder reports the theft or loss of their Card and/or theft of their PIN, the Bank shall forthwith invalidate the card. If the Cardholder wishes to be issued with a new Card, they must submit a new application to the Bank, paying any expenses as specified in NBG's Rates & Charges for the replacement/ reissue of the Card.

## **12. Suspension of use of the Card**

The Bank reserves the right to suspend, reject or terminate the use of the Card for objective reasons related to the security of the transactions or if it suspects that the Card is being used without authorization or fraudulently or for reasons related to the certification and verification of the Cardholder's identity or financial/ banking profile, or to ensure compliance with international and European economic and trade sanctions pursuant to the regulatory and legislative framework each time applicable.

In such a case, the Bank shall notify the Cardholder of such suspension and the reasons thereof by any means deemed appropriate, either prior to suspension, if practical, or immediately after suspension at the latest, unless such notification is precluded for objective security reasons or is prohibited by applicable European or national or regulatory laws. If the notification is made by telephone, it shall be recorded on a magnetic medium for security reasons. If the reasons for suspending use of the Card no longer apply, the Bank will lift the suspension or proceed with the replacement of the Card with a new.

## **13. Terminating the Agreement – Cancelling the Card**

**13.1** It is expressly agreed that in the event of breach of any term hereof, all of which are considered substantial, the Bank is entitled to terminate this Agreement with immediate effect and invalidate the Card, notifying the Cardholder accordingly at the same time. The Bank may terminate this Agreement with immediate effect, without prior notice, and invalidate the Card in the event of an attempt to violate the applicable regulatory and legislative framework and the Bank's internal policy on the prevention and combating of money laundering and the financing of terrorism, the prevention and combating of fraud and bribery as well as the provision or attempt to provide financial benefits or other services to individuals or legal entities, the beneficial owners and/or countries or jurisdictions subject to EU and international and European economic and trade sanctions.

**13.2.** To be valid, the Card must be linked to at least one professional account; if such account is closed or ceases to be linked to the Card for any reason whatsoever, the Bank is entitled to invalidate the Card.

**13.3** Furthermore, given that this Contract is of indefinite validity, the Bank reserves the right to terminate it at any time following 2-month advance written notification to the Cardholder.

**13.4** The Cardholder is entitled to terminate this Contract at any time by notifying the Bank in writing and invalidating the Card at the same time by cutting it in pieces and delivering it to any branch of the Bank. Until delivery of the Card as above, the Cardholder shall be fully liable for all transactions carried out with it.

**13.5** If the Framework Agreement is terminated by the parties hereto under the terms thereof, this Contract shall also be terminated.

## **14. Declaration/Consent regarding identification, certification, verification of ID particulars.**

**14.1** The Cardholder declares that they have been informed by the Bank on the data and documents required for the certification and verification of their identity, as per Law 4557/2018 and Banking and Credit Committee Decision 281/17.03.2009, as amended and currently in force, which data and documents are presented upon executing this agreement. The Card is granted provided that all the above required documentation has been collected and all the certification and verification requirements regarding the User's identity and financial/banking profile have been fulfilled. The Cardholder is under the obligation to notify the Bank in a timely manner of any change in their ID verification and confirmation particulars, by submitting the required supporting documentation. Likewise, the User grants consent for the Bank to certify and verify their identity using reliable and independent sources other than the above documents.

**14.2** Similarly, the Cardholder declares that they unreservedly accept that the Bank may take any measure it deems necessary, including suspending or terminating the Card and/or the cancellation of the Card and/or terminating the Cardholder's transaction relationship with it, in the event that the Cardholder's identity or financial/banking profile cannot be confirmed and verified pursuant to the applicable AML/CFT legislative and regulatory framework, or their transaction profile or their financial/banking profile or the expected origin and destination of the funds, is inconsistent with the policy and procedures applied by the Bank to safeguard against associated risks.

## **15. Personal Data Processing**

For the purposes of executing this Agreement, the Bank as Controller collects, maintains and processes personal data, in accordance with the applicable European and national laws and regulations. The Cardholder shall be informed by the Bank in a clear and intelligible manner about the processing of their data, the purpose of such processing, the recipients of the data and their rights under the current institutional framework, while undertaking to promptly inform the Bank of any change in their personal data. More information on the processing of personal data by NBG and the rights of data subjects is given in the Privacy Policy, which is available on the Bank's website at [www.nbg.gr](http://www.nbg.gr).

## **16. Communication**

**16.1** The Cardholder shall promptly notify the Bank in writing of any change in the address to which the Card is delivered and the contact details as stated in the Cardholder's application. Any document shall be sent or communicated to the Cardholder via the address stated in their application for the Card, unless the Cardholder notifies its change to the Bank.

**16.2.** The Cardholder hereby gives express and unreserved consent to the Bank to contact the Cardholder at any hour of the day in order to verify their ID particulars in the event that it is suspected that the Card has been used in an irregular transaction. This

communication with the Cardholder shall be made by telephone, via the number stated by the Cardholder to the Bank, and shall be recorded for the protection of their interests.

<b>17.</b>	<b>Partial</b>	<b>Invalidity</b>	<b>–</b>	<b>Rights</b>
The invalidity, if any, of one or more terms hereof shall not affect the validity of the other terms. Any delay on the Bank's part in exercising a right shall not be considered or construed as a waiver of such right.				

**18. Out-of-court settlement of disputes — Jurisdiction– Applicable law:**

**18.1.** For any dispute or complaint of the Cardholder concerning the Bank and regarding their card, the Cardholder should contact the relevant staff of their local branch or NBG's Client Conduct Sector:

- by filling out the relevant electronic form for comments, suggestions and complaints, available on the Bank's website: [www.nbg.gr](http://www.nbg.gr),
- By sending an email to [customer.service@nbg.gr](mailto:customer.service@nbg.gr),  
By sending a letter or the relevant form available at all NBG Branches:
  - o by post to: National Bank of Greece, Client Conduct Sector, Omirou 30, Athens 10672, or
  - o by fax to +30 210 3347740.

Detailed and up-to-date information regarding the complaint procedure and the contact details of the Customer Complaints Department is available on the Bank's website: [www.nbg.gr](http://www.nbg.gr). The filing of complaints is not subject to a charge.

Furthermore, for any dispute or contention, the Cardholder can use the special out-of-court redress procedures by contacting alternative resolution bodies, such as the Greek Financial Ombudsman, Massalias 1, 106 80 Athens, tel. 10440 (local call rates) /+302103376700 (international calls), website: [www.hobis.gr](http://www.hobis.gr), Hellenic Consumers' Ombudsman, Leoforos Alexandras 144, GR 114 71 Athens, tel: +30 2106460862, website: [www.synigoroskatanaloti.gr](http://www.synigoroskatanaloti.gr) More details on referring a complaint to alternative dispute resolution bodies are available on the Bank's website, at [www.nbg.gr](http://www.nbg.gr)

**18.2.** The venues for settlement of any dispute arising directly or indirectly from the operation of this Agreement are either the courts specified by the Code of Civil Procedure (such as the residence of the Cardholder or the place where the Agreement was concluded) or the courts of Athens. The Agreement shall be governed by Greek law.

## **ANNEX Mastercard Identity Check Terms of Use**

### **1. Description of the Service**

NBG's Mastercard Identity Check service, which provides Cardholders with strong ID authentication, as per the Framework Agreement, gives the Cardholder an extra layer of protection when making online transactions, thus minimizing the risk of unauthorized use of the Cardholder's card. The use of NBG's Mastercard Identity Check service is available only for Card transactions at merchants certified by Mastercard Identity Check (hereafter the "certified merchant(s)").

### **2. Certification**

Each time the Cardholder uses the Card for online purchases at a certified merchant, after entering the Card number, expiry date and CVC2/CVV2, the Mastercard Identity Check screen is displayed, including information on the specific purchase and the option to specify the method by which strong customer authentication will be applied in order to approve and complete the transaction.

In particular, the Cardholder may specify one of the following available strong authentication means: **a) via NBG's Digital**

#### **Banking service**

If the Cardholder is registered with the Bank's Digital Banking service, they may, prior to the online payment, enter the service using their username and password and then approve the transaction. In order to complete the transaction the Cardholder shall receive a One Time Password – OTP via the Viber app or by regular SMS to the mobile phone number stated and registered with the Bank's records as contact number or as "mobile phone to receive OTP". After choosing how to receive OTP, the Cardholder should select "Submit" to generate an OTP.

Then, the next screen appears which includes part of the above mobile phone number to which the OTP is sent, as well as the field in which the Cardholder should enter the OTP.

If the mobile phone number is not correct or if the Cardholder fails to receive the text message for technical reasons, the Cardholder should select "Back" to return to the previous screen and set the alternative authorization method or return to the merchant's homepage and select another payment method, if any.

Each OTP sent to the Cardholder is unique for the specific transaction carried out and cannot be used to perform any future transactions.

Upon reaching the maximum permitted number of attempts to enter a valid OTP at the webpage of the same or another certified merchant, the Card cannot be used at the Mastercard Identity Check service and the Cardholder should contact the Client Service Department of NBG.

If the mobile phone number has changed, the User should inform NBG providing the new data at any branch or through the Digital Banking service if being a registered user, and submitting at the same time to an NBG branch the relevant supporting documentation of a reliable and independent source.

#### **(b) via the NBG Mobile Banking app.**

If the Cardholder uses the NBG Mobile Banking app, they may use this for the strong customer authentication. Prior to the online payment, the Cardholder will receive a push notification on their mobile phone and after tapping on the notification and logging in



the app using their username and password or via the fast login, they can approve the transaction. **(c) via the NBG Authenticator app.**

If the Cardholder uses the NBG Authenticator app, they may use this for strong customer authentication provided that their device is connected to the Internet and the push notification option is activated. Prior to the online payment the Cardholder will receive a push notification on their mobile phone and after tapping on the notification and logging in the app using their PIN generated by the Cardholder at their registration with the Service, or their fingerprint (Touch ID) or facial recognition (Face ID), the details of the transaction will be displayed on the App screen, i.e. amount, merchant's name and the last 4 digits of the Card that will be used to complete the transaction. The Cardholder is asked to confirm or reject the transaction by tapping the corresponding options that appear on the same screen. Thereafter, the Cardholder is informed of the successful completion of the process or rejection of the transaction. The approval process of the transaction and the final debit of the Card are completed through the merchant's e-shop. In all other respects, the Terms and conditions of the NBG Authenticator app apply, already accepted by the Cardholder, provided that they use the app.

### **3. Security**

3.1. The Cardholder shall be solely liable for the safe use of the Mastercard Identity Check service. The Cardholder should never note or save any OTP in any device, whether disguised or encrypted, nor share it with anyone.

3.2. If the Cardholder suspects or knows that a third person may use or has used the Cardholder's mobile device or has access or knows any OTP, the Cardholder should immediately contact the Bank at +30 210 4848484.

3.3. If the Cardholder determines that unauthorized transactions were performed using the Mastercard Identity Check service, the Cardholder is required to inform the Bank immediately at the phone numbers under article 3.2. hereinabove.

3.4. Failure to act as described in the previous paragraphs consists gross negligence on behalf of the Cardholder, who in this case is held fully liable for any unauthorized transaction and consequent losses and is required to repay all transactions carried out without any restriction.

### **4. Use of Information**

4.1. NBG is bound to use any personal data of the Cardholder in line with the Data Protection Policy, available at [www.nbg.gr](http://www.nbg.gr).

4.2. The Bank is bound not to disclose any personal data of the Cardholder to merchants participating in the Mastercard Identity Check service.

### **5. Amendments**

The terms of the Mastercard Identity Check service are subject to revision by the Bank with a view to improving or upgrading the service, at any time and without prior information of the Cardholder. The Cardholder is required to visit the Bank's webpage at [www.nbg.gr](http://www.nbg.gr) regularly, to be informed of any revision or update of the service terms of use.

### **6. Suspension / Termination of the Service Use**

6.1. The Bank may suspend or terminate the use of the Mastercard Identity Check service for security reasons or any other significant reason (such as, for example, in the event of damage or malfunction, termination of the Bank's collaboration with the service providers etc.), by informing the Cardholder through its official website in due time before suspending/ terminating the service, unless exceptional circumstances apply that require immediate suspension/termination of the service use, in which case the Bank shall inform the Cardholder immediately thereafter.

6.2. If the Cardholder's Card no longer supports any transactions for whatever reason (e.g. due to loss, theft, termination of agreement etc.), the specific Card is deleted from the service.

### **7. Liability**

7.1. NBG shall not be liable in any way for the quality of goods or services purchased by or provided to the Cardholder by the merchants.

7.2. In addition, the Bank shall not be liable in any case for direct or indirect damages or losses, such as for example damage or destruction of the computer or communications service or for any viruses likely to infect the Cardholder's devices or other assets as a result of the Cardholder's access to the merchants' webpages.

**Place/ Date:**

**For the Bank**

**The Cardholder**