



**NATIONAL BANK OF GREECE S.A.**  
Registered Office: 86 Aiolou St., 105  
59, Athens, Greece  
General Commercial Registry (G.E.M.I.)  
No 237901000

## **Single Agreement for Deposits and Associated Transactional Relationships: Terms and Conditions**

**Legal entities**

Last updated: 22.06.2023

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## **SINGLE AGREEMENT FOR DEPOSITS AND ASSOCIATED TRANSACTIONAL RELATIONSHIPS: TERMS AND CONDITIONS**

1. The terms and conditions included in this Agreement reflect and summarize the basic terms governing the banking relationship between NATIONAL BANK OF GREECE SA, under GEMI No 237901000, registered in Athens, at Eolou 86, legally represented (hereinafter "the Bank") and the Depositor/ Customer of the Bank (hereinafter "the Customer" or "the Cardholder" with respect to the debit card).
2. Further to the General and Specific Terms set out herein, the contractual relationship between the Bank and the Customer shall be governed in its entirety by the provisions of the applicable Greek and EU legislative and regulatory framework, i.e the Laws, the EU Regulations, the Bank of Greece Governor's Acts and the resolutions of the Bank of Greece and of other relevant bodies and authorities, concerning deposits. With respect to the terms and conditions for effecting payment transactions, the framework contract attached hereto (or already stipulated) regarding payment services (hereinafter the "framework contract"), which is governed chiefly by Law 4537/2018 (Government Gazette 84/15.5.2018), shall additionally apply and prevail.

### **I. AGREEMENT FOR DEPOSITS AND THE OPENING OF DEPOSIT ACCOUNTS**

#### **1. GENERAL TERMS OF THE MAIN AGREEMENT FOR DEPOSITS**

##### **1.1. The Bank's obligations**

- 1.1.1. The Bank undertakes to accept any initial or subsequent cash deposit from the Customer (or a third party, for the Customer's account) and to release same to the Customer, in all or in part, whenever the Bank is requested to, along with interest, as applicable to the specific type of deposit selected, agreed upon and set out in the Single Applications and Agreement Form for:
  - a) deposit and the opening of deposit account;
  - b) issue of DEBIT MASTERCARD BUSINESS;
  - c) supply of banking services through alternative networks.

- 1.1.2. The interest rate levels applying to the various types of deposits from time to time are determined by the Bank, in its reasonable and fair judgment.

The exact levels of the deposit rates, as well as of the minimum initial deposit amounts (where applicable), are stated in the Bank's pre-contractual information documents, in the Product Terms and Conditions posted on the internet ([www.nbg.gr](http://www.nbg.gr)) and on the Current Deposit Rates List posted in the Bank's branches and on the internet ([www.nbg.gr](http://www.nbg.gr)).

Prior to concluding this agreement, the Customer was fully informed of, and accepted, the interest rate level applicable to deposits as at the time of the signing of this agreement. The Customer user shall be informed of any change in interest rate via information leaflets available at the Bank's branches, press releases or relevant announcement on the Bank's website [[www.nbg.gr](http://www.nbg.gr)]. If the changes are based on reference rates agreed upon through a previous general notification or, in any case, if such is provided for by the specific terms hereof, such changes are instantly applicable without prior notification. Rate changes, however, that are favourable to the Customer may apply without notification.

The Bank reserves the right not to pay interest on deposit accounts whose balance (daily, semi-annually or monthly) falls below a specific limit determined by NBG, in its reasonable and fair judgment, from time to time.

Deposit rates are either escalating or stepped. Where an escalating rate applies, the interest posted on the deposit account balance is calculated on the basis of the rate corresponding to the specific grade on the interest rate scale into which the full amount of the balance falls. Where a stepped rate applies, the deposit account balance (as it stands from time to time) is divided into portions, and the interest posted on the account balance is calculated for each portion separately on the basis of the rate that corresponds to the specific grade on the interest rate scale into which each portion falls. In both of the abovementioned cases, interest is calculated on the balance available on each day

Interest is calculated subject to the provisions of the framework contract, on the basis of the time period between the value date of the deposit into the account and the value date of withdrawal, and is posted on 30 June and 31 December of each year, or on the last day of each month, depending on the product, unless other dates are agreed or announced.

The Bank reserves the right to calculate interest on deposit accounts anew or later, to take into account entries on a different value basis due to adjustments. Debit balances of deposit accounts are charged with interest at an agreed rate depending on the origin of such debit balances (overdraft, value date violation etc.). Interest on euro deposits is calculated on an actual/360 (business day) basis, whereas interest on deposits in other currencies either on an actual/360 (business day), or on an actual/365 (calendar day) basis, as, for example, in the case of GBP. Tax is withheld from the interest payable to the account beneficiary in favour of the Greek State. Certain categories of beneficiaries may be exempt from interest tax provided they provide NBG with appropriate documentation pursuant to the respective resolutions of the Ministry of Economy, as amended.

- 1.1.3. The parties hereto agree that the value date generally applying to funds deposited into deposit accounts (whether interest-earning or not) is that of the day the funds are deposited, except for special cases that are specifically referred to in the Bank's Rates for non-consumers or non micro enterprises as per Law 4537/2018 (for commercial, business or professional purposes). Information on the Bank's deposit rates is available to the Customer at all times, in line with the respective regulatory provisions, posted in all NBG branches, as well as on the Bank's website ([www.nbg.gr](http://www.nbg.gr)) along with the applicable value dates depending on the type of deposit and the procedure used to deposit the funds (in cash, by cheque, by money order etc.).

The proceeds from cheques deposited to the account are deemed to be definitively credited thereto only following collection thereof by the Bank, and until such collection the Customer is not entitled to withdraw the respective funds or dispose thereof.

1.1.4. The value date of a debit entry in the deposit account cannot be prior to the time when such account was debited with the amount of the payment transaction.

1.1.5. Exchange rates are available to the public through the Bank's branches and website ([www.nbg.gr](http://www.nbg.gr)) and the daily press, excluding cases where conversion requires special agreement with the Customer, as per the relevant provisions of the framework contract.

If changes in the exchange rates are based on reference rates agreed upon through the previous general notification or, in any case, if such is provided for by the special terms hereof, such changes shall apply immediately without prior notification. On the other hand, exchange rate changes that are favorable to the Customer may apply without notification.

1.1.6. The Bank executes any relevant Customer's order in line with the terms and conditions set out in detail in the framework agreement.

1.1.7. As regards the legal obligation of the Bank to inform the Customer of payment transactions effected via his account, the relevant provisions of the framework contract shall prevail.

## **1.2. Customer's obligations**

1.2.1. The Customer authorizes the Bank to use the deposited funds and to freely dispose thereof.

1.2.2. The Customer accepts that interest tax amounts withheld and rendered to the Greek state by the Bank shall be borne by the Customer and charged to the Customer's deposit account with the Bank; this also applies to the respective charges, as applicable. The charges applying from time to time are stated in the Bank's Rates & Charges, available to the Customer 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)).

1.2.3. The Customer 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), telefax (to the number stated by the Cardholder) and/or recorded telephone conversation (via the Bank's Call 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.

1.2.4. The Customer is obliged to supply the supporting documentation, as per the regulatory framework, for the certification and verification of his ID, as well as the ID of the beneficial owner, where necessary, the legal representatives, and any person authorized to manage the Customer's account, and provide to the Bank the information required to set up his Economic/Transaction profile. The Customer also declares that the Bank is entitled to take any measure it deems necessary, including not proceeding with a transaction, suspending or terminating a transaction or even terminating my transaction relationship with it, in the event that his identity cannot be confirmed and verified, or his transaction profile is inconsistent with the policy and procedures applied by the Bank to safeguard against associated risks.

1.2.4. The Customer is under obligation to notify the Bank in a timely manner of any change in the Customer's ID particulars, business and contact address as stated to the Bank, the line of business, and/or of the beneficial owner or the legal representatives and any persons authorized to manage his account. The Customer undertakes all the obligations under the framework contract regarding the exclusive means of identification used for duly executing payment orders (comprised of a combination of letters, numbers or symbols designated by the Bank).

### **1.2.5. Personal Data Processing**

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).

## **1.3. Other general terms of the Deposit Agreement**

1.3.1. The present agreement is also governed by the provisions below:

As regards confidentiality this agreement is governed by Legislative Decree 1059/1971 and article 24 of Law 2915/2001, while as regards its attachment/seizure it is subject to the competent applicable legislative and regulatory framework.

Time-barring of deposit proceeds in favor of the Greek state is subject to the provisions of Legislative Decree 1195/1942 and Law 4151/2013, according to which deposit proceeds are time-barred in favor of the Greek state after the lapse of 20 years as of the day following the date of the last actual transaction carried out by the beneficiary depositors.

Offsetting deposit proceeds against the Bank's counterclaims on the Customer (solely on the basis of the Bank's written statement to the Customer, sent to the Customer's address indicated to the Bank) is subject to the respective provisions of the Greek Civil Code.

As regards deposit guarantee the provisions of Law 4370/2016 on "Deposit guarantee schemes (transposition of Directive 2014/49/EU), Hellenic Deposit and Investment Guarantee Fund (TEKE) and other provisions", as amended, shall apply.

Lastly, the present deposit agreement shall be terminated (along with the supplemental deposit account agreement, accordingly the contractual relationship is dissolved in its entirety) under the circumstances provided for by law and, particularly in the event that the parties agree otherwise, on expiry of the term agreed or inferred from the circumstances and service of a notice of termination by either one of the parties upon the other.

It is hereby further agreed, in particular, that the Bank may unilaterally terminate this agreement if the Customer is found to be in any way in breach of the legal and regulatory framework governing deposits, or AML/CFT legislation, and of international economic sanctions or of any term of the present agreement, or in the event that pursuant to the legal and regulatory framework governing deposits and/or the Bank's resolution, the specific type of deposit is no longer offered. Under any circumstances of dissolution of the contractual relationship hereunder in its entirety, the parties hereto undertake to act jointly for full settlement and final closure thereof (i.e. closing the account and releasing the deposit proceeds).

- 1.3.2. The customer hereby declares that he agrees that his account shall be credited with the proceeds from fund transfer orders or remittances, in line with the terms and conditions of the framework contract.

## **2. GENERAL TERMS OF THE SUPPLEMENTAL AGREEMENT FOR OPENING AND HOLDING DEPOSIT ACCOUNTS**

- 2.1. For the purposes of account monitoring of any claims between the parties to the Main Deposit Agreement arising out of or in relation to such agreement, the parties also entered into this Supplemental Agreement governing the establishment, maintenance and operation of a deposit account to which all credit and debit activity relating to the respective deposit is recorded (such as deposits, withdrawals, credits and debits of interest, charge and offset claim amounts). Specifically, this agreement is monitored through an account whose number is stated in the Application Form hereof.
- 2.2. The deposit account forms part of the Bank's commercial books; accordingly, any excerpt displaying the exact activity of the account constitutes a true excerpt from the Bank's commercial books and provides full proof of the deposit account, counter-evidence being, however, allowed. As regards the data evidencing the authenticity and performance of payment transactions, the provisions of the framework agreement apply.
- 2.3. The Customer, depending on the type of his deposit account, is informed of the overall account activity and the reason of every transaction (cash withdrawals/ deposits, debits deriving from the use of a linked debit card, payment orders, etc.) at regular time intervals as provided for by the framework agreement, and in line with the way he chose to be informed of his account activity, as stated in the application hereof, as follows:
- 2.3.1. Hard-copy statements of the customer's account dispatched to the Customer's contact or home address supplied to the Bank by the Customer at the Customer's responsibility. The date of receipt by the Customer of statements of account shall be presumed to be the 30th day as of the date such statement is dispatched, counter-evidence by the Customer being, however, allowed. If the Customer has stated that he prefers to collect the hard-copy statements of the account from his branch, the date of receipt shall be presumed to be the 20th day of the month immediately following the time period covered by the relevant account statement, counter-evidence by the Customer, however, being allowed.
- 2.3.2. e-statements of the Customer's account, through NBG's Internet Banking in line with the terms of NBG i-bank statements service. The date of receipt by the Customer of statements of account shall be presumed to be the 20th day of the month immediately following the time period covered by the relevant statement of account, counter-evidence by the Customer being, however, allowed.
- 2.4. The account passbook issued by the Bank and delivered to the beneficiary of the deposit and the account, where applicable, constitutes a private document and provides full proof of any activities recorded therein by means of computer-generated entries, counter-evidence by the Customer, however, allowed. With regard to data entered in the account passbook and documenting the authenticity and execution of payment transactions, the provisions of the framework contract shall apply.
- 2.5. Entries in the passbook are neither recognized by nor binding on the Bank unless an entry generated by the Bank's current on-line system duly appears on the relevant collection voucher or, in the case of off-line processing, the signature and stamp of the teller who handled the transaction.
- 2.6. Any transaction on the deposit account, such as deposits and withdrawals, based on legal supporting documentation signed by the Customer or any legal representative thereof, shall be deemed effective even where it is not recorded in the passbook.
- 2.7. The Customer is under the obligation to present the deposit account passbook to the Bank on request (including upon termination of the contractual relationship and closing of the respective account, for cancellation). The Customer undertakes the various obligations (including, but not limited to, use, safekeeping, notification to the Bank) regarding the payment instrument he uses (e.g. passbook), as set out in the framework contract.

## **3. SPECIAL TERMS GOVERNING THE VARIOUS TYPES OF DEPOSITS AND DEPOSIT ACCOUNTS**

Further to the General Terms governing Deposits and Deposit accounts and in addition to the provisions of the framework contract, each individual type of Deposit and Deposit account is also subject to Special Terms, as follows:

### **3.1. NBG Savings Accounts in Euro & Foreign Currency**

- 3.1.1. Eligible beneficiaries are individuals or private entities of public benefit or not-for-profit status.

- 3.1.2. The deposit is payable along with interest on first demand.
- 3.1.3. The deposit earns interest at the rate applicable from time to time.
- 3.1.4. Information on the exact interest rate level, as well as on the initial deposit amount, where applicable, is available to the customer as specified under 1.1.2. hereinabove.
- 3.1.5. Interest is calculated in line with the General Terms of Deposits (1.1.2., 1.1.3. and 1.1.4.).

### **3.2. Sight Deposit Accounts in Euro & Foreign Currency**

- 3.2.1. Eligible beneficiaries are individuals (professionals) and legal entities irrespective of whether they are domiciled in Greece.
- 3.2.2. The deposit is payable along with interest on first demand.
- 3.2.3. Interest is calculated as follows:  
For interest bearing deposits in euro at a negotiable rate agreed between the parties subject to the provisions of the General Terms of Deposits (1.1.2., 1.1.3.). For interest bearing deposits in foreign currency at the rate applicable from time to time subject to the provisions of the General Terms of Deposits (1.1.2., 1.1.3.).  
Information on the exact interest rate level, as well as on the initial deposit amount, where applicable, is available to the customer as specified under 1.1.2. hereinabove.
- 3.2.4. Interest is calculated in line with the General Terms of Deposits (1.1.2., 1.1.3. and 1.1.4.).
- 3.2.5. The supply of a chequebook to the Customer is subject to the following provisions:

- NBG is entitled to refuse to provide the Customer with cheques in the event that in the Bank's fair and justifiable judgment, when requested, the Customer might use them improperly, or that the Customer's account displays an irregular activity pattern, or that the number of cheques applied for is inconsistent with the Customer's account activity, or that adverse information on the Customer appears in the records of TIRESIAS S.A., or following assessment of any data concerning the Depositor that appear in the records of TIRESIAS S.A., or under any such other circumstances as the Bank may deem it expedient to do so.
- The Customer is under the obligation:
  - To examine the chequebook for completeness on delivery, otherwise the Customer's signature in acknowledgment of receipt constitutes an irrebuttable presumption of such examination.
  - To use only the cheques provided by the Bank, otherwise the Bank is under no obligation to honour, on presentation, any cheques other than those provided by it, and under no liability for any consequence whatsoever as a result of non-payment thereof. The Customer's name may be printed on the chequebook on request, subject to the Bank's respective charge, as applicable (as per the Bank's Rates & Charges).
  - To keep the chequebooks each time supplied thereto by the Bank in a safe place, prevent them from coming into the possession of third parties that are non-beneficiaries thereof, and notify the Bank by any means whatsoever in the event that even a single cheque from the chequebook is lost or stolen.
  - To return any unused cheques to the Bank upon termination of the contractual relationship between the Customer and the Bank, or under any other circumstances provided for by the relevant legal or monetary provisions.
  - In the event that more than one cheques or payment orders are presented for payment on the same day and there are not sufficient funds in the Customer's account balance for the payment of all of them, the Bank is entitled to pay, in its fair and justifiable judgment, when requested, any one or more of such cheques or payment orders, irrespective of issue date.
  - In the event that the Customer issues a bad cheque:
    - The Customer accepts that a fee for reprocessing bad ("bounced") cheques shall be automatically charged to his account (on the 1st business day following the 5th day of the month that follows the month when the bad cheque was presented, as per the Bank's Rates and Charges).
    - The Bank is entitled to terminate the agreement, close the Customer's account and demand that any unused cheques be immediately returned to the Bank.
  - In the event that for any reason whatsoever the Customer wishes any cheque issued by the Customer not to be paid by the Bank, the Customer shall immediately notify the Deposits Department of his account branch accordingly in writing. However, the Bank is under no obligation to carry out the Customer's instructions to countermand the cheque, and is not liable under any circumstances in the event that the said cheque is paid before the Customer's respective notice is received by the Bank or before the lapse of the time limit provided for by Law 5960/1933, article 32 on Cheques.

### **3.3. "Business BASIC" Deposits**

- 3.3.1. Eligible beneficiaries are legal entities irrespective of whether they are domiciled in Greece.
- 3.3.2. The deposit is payable along with interest on first demand.
- 3.3.3. The deposit earns interest at the rate applicable from time to time.

- 3.3.4. Information on the exact interest rate level, as well as on the initial deposit amount, where applicable, is available to the Customer as specified under 1.1.2. hereinabove.
- 3.3.5. Interest is calculated in line with the General Terms of Deposits (1.1.2., 1.1.3. and 1.1.4.).
- 3.3.6. The supply of a chequebook to the Customer is subject to article 3.2.5. hereinabove.
- 3.3.7. The Customer is under obligation to pay a fixed monthly charge for the provision of banking services, which covers specific services.
- 3.3.8. Further information on the said charge and the privileged rates for specific services is available to customers as specified under 1.2.2. hereinabove.
- 3.3.9. The cost for banking services is payable monthly by automatically debiting the account on the 1<sup>st</sup> business day following the 5<sup>th</sup> day of the next month.
- 3.3.10. In the event of insufficient balance, the existing account balance shall be debited and the amount outstanding until full repayment of the charge for the provision of banking services shall be blocked and collected as soon as there is sufficient balance.
- 3.3.11. The specific month within which the account is established or an existing account is converted to a "Business BASIC" account, the Customer shall not be charged for the provision of banking services.
- 3.3.12. The cost for supplying cheques is payable monthly by automatically debiting the account on the 1<sup>st</sup> business day following the 5<sup>th</sup> day of the next month.
- 3.3.13. All the functional and transactional benefits of this account, together with respective pricing issues, are set out in detail in the pre-contractual information received and agreed upon by the Customer.
- 3.3.14. In all other respects the provisions governing sight deposits in euro shall apply (under article 3.2. hereinabove).

#### **3.4. "Business PRESTIGE"/ "Business ELITE" Deposits**

- 3.4.1. Eligible beneficiaries are legal entities irrespective of whether they are domiciled in Greece.
- 3.4.2. The deposit is payable along with interest on first demand.
- 3.4.3. The deposit earns interest at the rate applicable from time to time.
- 3.4.4. Information on the exact interest rate level, as well as on the initial deposit amount, where applicable, is available to the Customer as specified under 1.1.2. hereinabove.
- 3.4.5. Interest is calculated in line with the General Terms of Deposits (1.1.2., 1.1.3. and 1.1.4.).
- 3.4.6. The supply of a chequebook to the Customer is subject to article 3.2.5. hereinabove.
- 3.4.7. The Customer is under obligation to pay a fixed monthly charge for the provision of banking services, which covers specific services.
- 3.4.8. Further information on the said charge and the privileged rates for specific services is available to customers as specified under 1.1.2. hereinabove.
- 3.4.9. The charge for the provision of banking services is payable through his account, which is automatically debited on the 1<sup>st</sup> business day following the 5<sup>th</sup> day of the month following the month that the account was opened (applying to the year in which the account was opened) and on the 1<sup>st</sup> business day after the 5<sup>th</sup> January of each subsequent year. In the event that the Customer closes his account during the year, the charge for the provision of banking services already paid shall not be refunded.
- 3.4.10. In the event of insufficient balance, the existing account balance shall be debited and the amount outstanding until full repayment of the charge for the provision of banking services shall be blocked and collected as soon as there is sufficient balance.
- 3.4.11. In the event that the account is opened during the course of the year, the fee for the provision of banking services, the cost and the respective number of cheques supplied shall be calculated on the basis of the actual time remaining.
- 3.4.12. The specific month within which the account is established the Customer shall not be charged for the provision of banking services
- 3.4.13. The cost for supplying cheques is payable monthly by automatically debiting the account on the 1<sup>st</sup> business day following the 5<sup>th</sup> day of the next month.
- 3.4.14. All the functional and transactional benefits of this account, together with respective pricing issues, are set out in detail in the pre-contractual information received and agreed upon by the Customer.

#### **3.5. "Function" Sight Account**

- 3.5.1. Eligible beneficiaries are individuals and legal entities.
- 3.5.2. The deposit is payable along with interest on first demand.
- 3.5.3. Interest, where applicable, is calculated at a negotiable rate, agreed between the parties subject to the provisions of the General Terms of Deposits (as per 1.1.3.). Information on the exact interest rate level, as well as on the initial

deposit amount, where applicable, is available to the customer as specified under 1.1.2. hereinabove. Interest is calculated in line with the General Terms of Deposits (1.1.2., 1.1.3. and 1.1.4.).

- 3.5.4. The Customer is under the obligation to pay a fixed monthly charge covering a maximum limit of free transactions per month, determined by the Bank from time to time, and the free supply of chequebooks. The level of the fixed monthly charge and the maximum limit of transactions per month can be consulted in the Bank's Rates and Charges.
- 3.5.5. Transactions in excess of the maximum limit are subject to a fixed charge per transaction (as per the Bank's Rates & Charges).
- 3.5.6. The fixed monthly charge, the cost of transactions in excess of the maximum limit and the charge for the (optional) monthly account statement, where applicable, are payable monthly through the Customer's account, which is each time automatically debited with the amounts of the respective charges on the 1st business day following the 5th day of the next month.

Note that:

Transactions on the Customer's account covered by the fixed monthly charge generally include monetary transactions, payment of cheque proceeds through or into the account and offsetting transactions effected via the counters. Various individual transactions, such as account debits for the issuance of money orders, are charged in line with the Bank's Rates for Core Banking Business, as applicable.

Excluded from the above transactions are transactions through ATMs, EFT/POS, Internet and Phone Banking, Electronic Credits, Fixed Obligations Servicing and other I.T. systems of the Bank; also account crediting with payroll proceeds, account debiting for placements in investment products, interest posting and cancellation/correction of reverse entries.

- 3.5.7. Transactions effected via the Bank's various e-networks gain one-off bonus amounts per transaction, subsequently set off against the overall fixed monthly charge (i.e. the charges for transactions via the Bank's various e-networks, as applicable) until used up.

The specific month within which the account is established is free of the fixed monthly charge and charge for transaction costs.

The bonus transactions are:

- Transactions effected via NBG's alternative networks: ATMs, Internet, Mobile and Phone Banking that affect the account balance. Specifically: withdrawals, deposits, money transfers (remittances), payments, investments (charging the account for sale of equities and subscription to equity offerings), multiple debits and multiple credits
- Debit/credit transactions on the Function Sight account effected through the Bank's I.T. systems for the management of standing orders, such as the Fixed Obligations Servicing and the Periodic Electronic Payments systems; these standing orders are either debit orders given by the account beneficiary (for payments of beneficiary's obligations through the account) or credit orders given by third parties (for payments into the beneficiary's account).
- Debit transactions on the Customer's Function Sight account and credit transactions on beneficiary's Function Sight account through the Electronic Credits System.
- Debit transactions on the Customer's Function Sight account and credit transactions on beneficiary's Function Sight account through the Ethnocredits System.
- Debit transactions for payroll payments on the Customer's Function Sight account;
- income tax rebate;
- Future payment orders for VAT and contributions to social security funds (IKA, TEBE).

- 3.5.8. In all other respects the provisions governing sight deposits in euro apply (under article 3.2. hereinabove).

**3.6. Deposits of political parties/ coalitions of parties/ legal entities managed by them and operating as research/study/ training centers**

- 3.6.1. The beneficiaries of the deposit are political parties or coalitions of parties or legal entities managed by them and operating as research/study/ training centers for their members.
- 3.6.2. The deposit is payable along with interest on first demand.
- 3.6.3. Information on the exact interest rate level, as well as on the initial deposit amount, where applicable, is available to the customer as specified under 1.1.2. hereinabove.
- 3.6.4. In all other respects, these accounts are subject to the terms of savings accounts in euro, Sight Accounts, Business BASIC, Business PRESTIGE and Business ELITE Sight accounts (as per articles 3.1., 3.2., 3.3. and 3.4. hereinabove, respectively), depending on the type of deposit selected by the Customer.
- 3.6.5. The Customer accepts that he shall use the account for the purposes of managing his income and expenses, in compliance with the requirements under Law 3023/2002. In addition, the Customer solemnly declares that he shall monitor the monies credited to the said account by himself and/or by any third parties to ensure that no credits are made which are forbidden by Law 3023/2002, as amended, and the applicable legislative and regulatory framework, and that they do not exceed the limits provided for under Law 3023/2002.

3.6.6. The Customer solemnly declares that there is no breach of the maximum number of three accounts, or two accounts in the case of legal entities managed by political parties or coalitions of parties that operate as research or study centers, or as centers for providing training for their members, which the Customer is allowed to hold with credit institutions as per Law 3023/2002

**3.7. Housing Savings Accounts in Euro & Foreign Currency**

3.7.1. Eligible beneficiaries are individuals or private entities of public benefit or not-for-profit status.

3.7.2. The deposit earns interest at the rate applicable from time to time.

3.7.3. Information on the exact interest rate level, as well as on the initial deposit amount, where applicable, is available to the customer as specified under 1.1.2. hereinabove.

3.7.4. Interest is calculated in line with the General Terms of Deposits (1.1.2., 1.1.3. and 1.1.4.).

**3.8. Special Sight Deposits for B2B Members of the Hellenic Cooperative of Lotteries' Agents**

3.8.1. Beneficiaries of this special sight deposit are members of the Hellenic Cooperative of Lotteries' Agents.

3.8.2. The special terms of this deposit are included in the Additional Deed between the parties hereto, which forms an integral part hereof.

**3.9. Contract Farming Sight Account**

3.9.1. Beneficiaries of this special sight account are legal entities eligible for Contract Farming Overdraft facility.

3.9.2. The special terms of this deposit are included in the Additional Deed between the parties hereto, which forms an integral part hereof.



## II. DEBIT MASTERCARD BUSINESS ISSUE AND USE CONTRACT

### 4. TERMS FOR ISSUANCE AND USE OF DEBIT MASTERCARD BUSINESS CARD

#### 4.1. Card — Issue — Safekeeping

- 4.1.1. The Card is of a dual nature, being both an ATM card and a debit card, and enables the Customer through the authorized by the latter 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 4.3.1. below; (d) contactless transactions, as per article 4.6.4. 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 4.3.1. below, as set out in the framework contract. When issued for the first time, or when replaced or renewed, the Card is sent deactivated to the Customer by regular mail, at his registered contact address or, if the Bank implements such service, it is delivered to the Customer at the Branch where the card application was submitted. If the Card is sent by any other way, following a relevant request by the Cardholder, the said Cardholder is charged with with any cost relating to shipping. The Card is sent/delivered deactivated to the Cardholder, and is activated by the Cardholder at any ATM of the bank, by using his PIN (Personal Identification Number) as per Article 4.2 hereinbelow, in accordance with the instructions on the screen. If the Cardholder fails to activate his Card within six (6) months, at the latest, of its issue, the Bank may cancel it.
- 4.1.2. The Card, on which the Customer's legal or trade name and the Cardholder's details are printed, is and shall remain the property of the Bank. The Customer, and only the Customer, acquires the right to use the Card via the Cardholder, in respect of whom Customer and Cardholder) the conditions for verifying and confirming their identity and forming their transaction profile have been met, as per the terms applicable at any given time to the possession and use of the Card. 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.
- 4.1.3. Each time he receives the Card and before proceeding to any transaction, the Cardholder shall sign it on the space provided for this purpose on its reverse , and he and the Customer shall be liable as of reception for compliance with the terms and condition hereof and for any illegal or non-contractual use of the Card.
- 4.1.4. 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.

#### 4.2. **Personal Identification Number (PIN)**

- 4.2.1. 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 he wishes by inserting his 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. It constitutes gross negligence on the Cardholder's part to keep the PIN in any readable form. 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.

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

- 4.3.1. To use the Card it is necessary to link it with one or more deposit accounts held by the Customer with the Bank, regarding which the conditions for verifying and confirming his identity and updating his economic/ transaction profile have been met. The account number(s) should be stated in the Card application attached hereto. One of these accounts shall be designated by the Customer as the Main Account. The Customer has the right, at any time during the term of this agreement, to change the linked account(s) designating an account as the Main account.
- 4.3.2. The Bank may set Daily Transaction Limits up to which the Card can be used; in such event the Customer and the Cardholder shall be notified accordingly upon granting the Card. In the event of change of the Daily Transaction Limits, the Customer and the Cardholder shall be notified accordingly by the Bank either through the notifications he receives for his deposit account or in any other way the Bank sees fit.
- 4.3.3. The Customer is entitled at any time to request a change in its Daily Transaction Limits and the Bank shall decide accordingly at its sole discretion.

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

- 4.4.1. The Cardholder can use his Card and PIN at the Bank's ATM network to make transactions for the account of the Customer via any of his Card-linked accounts stated in article 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 the Customer's main and one more account, under the terms and conditions the Bank announces from time to time.

- 4.4.2. **Withdrawal.** The Cardholder cannot exceed the 24-hour withdrawal limit, as announced to the Customer by the Bank, which limit is the sum of the total combined withdrawals from all Card-linked 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 Customer 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)).
- 4.4.3. **Deposit.** The Cardholder can use ATMs installed within NBG branches and selected offsite ATMs to deposit banknotes and cheques drawn on the Bank to his Card-linked account, without using envelopes, following the instructions displayed on the ATM screen. The money deposited is counted automatically and credited instantly to the deposit account.
- 4.4.4. 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 Customer and the Cardholder, the provisions of the framework contract apply. Upon completion of a Card transaction, the Cardholder must keep the receipt printed by the ATM.
- 4.4.5. The Bank may shut down the ATMs due to damage or for technical, Customer and Cardholder protection or other reasons, and suspend the use of the Card, in line with the provisions of article 13 hereinbelow.
- 4.4.6. For the protection and security of users and transactions, the Cardholder should be aware that CCT cameras record the transactions he makes at the Bank's or other banks' ATMs and that telephone conversations between the Cardholder and the Bank are also recorded, when he reports theft, misappropriation, unauthorized use, or loss of his Card or PIN.

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

- 4.5.1. When abroad, the Cardholder can withdraw cash from the Customer's main account via ATMs and POS of the Banks displaying the international Mastercard logo, under the terms, conditions, and charges, if any, announced to the Customer 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 Customer 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 2% for any difference that may occur upon currency conversion, which will be released in all or in part when the transaction is settled and the respective amount debited to the Customer's account. The respective account will be debited with the euro 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. The Customer can find information on the currency conversion rates used from time to time by such organization on its webpage (<https://www.mastercard.us/en-us/consumers/get-support/convert-currency.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.

#### 4.6. Using the Card at Retailers

- 4.6.1. The Customer is entitled to meet business expenses by making transactions with the Card through the Cardholder, who can use it as a means of payment both in Greece, via the Customer's main account (or one more Card-linked account if the EFT/POS terminal provides for this option) and abroad, via his main 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 his identity.
- 4.6.2. For a Card transaction to be authorized and executed, the Cardholder must provide the following information, as the case may be: (a) at retailers/firms equipped with physical points of sale, subject to article 4.6.4. hereinbelow regarding contactless transactions, by typing the PIN into the EFT/POS terminals or signing the receipts printed by the said terminals; (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 full name; iv. the 3-digit verification code (CVC2); 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 Customer's 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 Customer irrevocably authorizes the Bank to pay to such retailers/firms, on its behalf and for its account, the price of the legitimate transactions so effected. Printed confirmation of the Customer'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 Customer and the Cardholder, the provisions of the framework contract apply.
- 4.6.3. For purchases of goods or the provision of services via the internet at merchants certified by Mastercard Identity Check and Mastercard SecureCode, the Cardholder is obliged to use the Mastercard Identity Check service, the terms of which are set out in the Annex of this Contract and constitute an integral part hereof.

- 4.6.4. 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 in front of a contactless EFT/POS terminal and the Card is recognized and the transaction recorded. If the contactless transaction amount exceeds the limit notified to the Customer and 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.

When carrying out contactless transactions within the PIN-free Contactless Transaction Limit, the Customer approves and accepts through the Cardholder, without typing the PIN, 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 retailer/firm, on his 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 4.6.2.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 to the one notified to the Customer and the Cardholder upon filing the Card application or in the letter accompanying the Card, depending on the country where the transaction takes place. The Customer and 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 retailers/firms where contactless EFT/POS terminals are available, the Cardholder can choose to use the Card as in the 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.

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.

- 4.6.5. The Customer's account is debited on the date of the transaction settlement, which is either the day of the transaction or a later date.

- 4.6.6. 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 Customer 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 2% for any difference that may occur upon currency conversion, which will be released in all or in part when the transaction is settled and the respective amount debited to the Customer'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 of transaction processing and settlement. The Customer can find information on the currency conversion rates used from time to time by such organization on its webpage (<https://www.mastercard.us/en-us/consumers/get-support/convert-currency.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.

- 4.6.7. The Card is a payment instrument for legitimate transactions, the price and other terms of which have been agreed to by the Customer prior to and irrespective of using the Card. The Bank is not necessarily associated in a contractual capacity with the retailers/firms for the purposes hereof, and in any case is not associated exclusively with such retailers, nor shall it be liable to the Customer in the event that the retailer fails to fulfil in any way its obligations to the Customer or in the event of contractual or other loss incurred by the Customer; accordingly, the Customer is not entitled to raise against the Bank any respective objection or claim, unless otherwise provided for by law or the framework contract. If a retailer/firm issues a credit note in favor of the Customer for any reason whatsoever, the Bank will credit the respective amount to the Customer's account only when such order is presented to the Bank.

#### **4.7. Charges**

- 4.7.1. The Customer undertakes the obligation to pay to the Bank an annual subscription for each Card issued at its request. To this end, the Customer irrevocably authorizes the Bank to debit, without notice, the principal account of each Card with the amount of the annual subscription thereof, in line with the Bank's Rates & Charges each time applicable. The subscription amount as well as other charges and fees each time applicable are stated in NBG's Rates & Charges available to the Customer in line with the respective regulatory provisions and posted in all NBG branches and on NBG'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 before their implementation, the provisions of article 4.9 hereinbelow applying in all other respects. 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 Customer as above.

#### **4.8. Information**

- 4.8.1. The Customer is updated regarding the transactions on his card-linked deposit account(s) by means of the relevant statements of the deposit account as provided for in the relevant contract and in the framework agreement. Furthermore, the Customer is informed about the Card transaction(s) by means of receipts printed by the ATMs and the EFT/POS, as the case may be. If the Customer is a registered user for the Bank's Internet Banking Services he can access online his card statement for the last quarter, which, if he so wishes, he can save and print. In addition, the Customer can receive by regular mail, upon request to the Bank, a monthly card statement that contains solely the activity and debits against the Card. If the statement is sent by mail, the Customer 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, counterproof being allowed. The Customer shall monitor his account's/ accounts' activity and notify immediately the Bank if he becomes aware of any unauthorized or erroneous transactions as per the provisions of the framework agreement.

#### **4.9. Amendment of Terms**

- 4.9.1. Due 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 written notification of its content to the Customer. If the Customer does not accept the amendment, it is entitled to terminate this Contract as per the provisions of article 4.14.4. hereinbelow. The Bank may notify the Customer of the above amendment either through the statements in article 4.8 hereinabove or in any other way the Bank sees fit. The Customer acknowledges that the Bank is entitled, in the context of its obligation to make personal or other notifications to the Customer during the validity hereof, to make use of any electronic means of message transmission, such as e-mail (to the address stated by the Customer), 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 Customer does not communicate its objections to the Bank within a period of two (2) months of the aforesaid notification, or if it uses the Card after the lapse of two months, this shall be construed as unreserved acceptance of the respective amendment.

#### **4.10. Validity — Renewal**

- 4.10.1. 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 Customer and the Cardholder comply with the provisions hereof and meets the Bank's relevant criteria. The new Card is sent deactivated to the Customer by regular mail. The Customer and the Cardholder must notify the Bank as soon as possible if they do not receive the new Card by the time the old Card has expired. If the Customer does not want to renew its Card, it shall notify the Bank accordingly by registered mail sixty (60) days prior to its expiry.

#### **4.11. Card Loss - PIN Theft – Customer's Obligations and Responsibility:**

- 4.11.1. The Customer and the Cardholder shall duly safeguard the Card and PIN as provided for in articles 4.1.2. to 4.2. hereinabove. In the event of Card loss or theft, or in the event that the card is used by an unauthorized person the Bank must be duly notified by any means available and also in writing. Telephone notifications are recorded on tape. The Bank affords the Customer and the Cardholder a special 24-hour call and fax service (tel. +30 210 4848484), where the Cardholder can report the loss, theft, misappropriated or unauthorized use of the card and, if the Customer or the Cardholder 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 such report, the Customer shall incur no financial loss as a result of the use of its Card, unless the Customer or the Cardholder acted fraudulently. Until such report is made, the Customer is fully liable for any transactions related to each non authorized payment transaction performed by use of the lost, stolen or misappropriated Card, unless such failure is due to force majeure, and for as long it lasts. If the Customer is a micro-enterprise in the sense specified in Law 4537/

2018 and the framework agreement, his liability is limited up to a maximum of €50 in the event of losses resulting from non-authorized payment transactions made using a lost, stolen or misappropriated Card, unless he acted fraudulently or failed to comply with one or more obligations hereunder, particularly the obligations to duly notify the Bank and safeguard his Card and PIN, whether wilfully or out of gross negligence, in which case he shall be liable without limitation. The Customer and the Cardholder are under obligation to offer the Bank every possible assistance in limiting the adverse consequences of such theft, loss or leak, misappropriation or unauthorized use of the Card. Whenever the Customer or the Cardholder report the loss or theft of the Card and/or leak of the PIN, the Bank shall forthwith invalidate the Card. If the Customer wishes to be issued with a new Card, he must submit a new application to the Bank, paying any costs as defined in the Bank's Rates & Charges for card replacement/ reissuance.

#### **4.12. Customer's Liability:**

- 4.12.1. The Customer shall be solely liable for any act or omission of the Cardholder relating to this Contract and the use of the Card. Consequently, the Customer is not entitled to raise against the Bank any objection or claim for the reduction of such liability; therefore, it explicitly waives any such objection or claim and particularly any objection with respect to the scope of the Cardholder's power and authorization to represent and bind the Customer.
- 4.12.2. In the event that the Customer intends to revoke the authorization to the Cardholder, for any reason whatsoever, it shall notify forthwith the Bank in writing, with verifiable proof of notice, and deliver the Card to the Bank. The Customer shall be fully liable for any transactions made with the Card until such notification and delivery thereof as above.

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

- 4.13.1. The Bank reserves the right to suspend the use of the Card for objective reasons related to the security of the Card suspects that the Card is being used without authorization or fraudulently or for reasons related to the certification verification of the Customer's and/or the Cardholder's identity or financial/banking profile, or for reasons related international financial sanctions, pursuant to the regulatory and legislative framework each time applicable. In such a case the Bank shall notify the Customer and/or 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 another applicable European or national legislative and regulatory framework. If the notification is made by telephone, it shall be recorded on tape for security reasons. If the reasons suspending use of the Card no longer apply, the Bank will either lift the suspension or issue a new Card.

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

- 4.14.1. It is expressly agreed that in case of breach of any term hereof, all of which are considered substantial, as well as if the Customer's economic status, credit standing or solvency deteriorate significantly, and in the event of bankruptcy, liquidation etc., the Bank is entitled to terminate this Contract with immediate effect and invalidate the Card, notifying the Customer accordingly at the same time.
- 4.14.2. To be valid, the Card must be linked to at least one 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. In addition, the Card is valid subject to the existence and/or proof of legal representation of the Customer from time to time.
- 4.14.3. Furthermore, given that this Agreement is of indefinite validity, the Bank reserves the right to terminate it at any time following two-month advance written notification to the Customer.
- 4.14.4. The Customer 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 so delivering the Card, the Cardholder shall be fully liable for all transactions carried out with it.
- 4.14.5. If the framework agreement is terminated by the parties hereto under the articles thereof, this Agreement shall also be terminated.

#### **4.15. Verification and Confirmation of Identity – Personal Data Processing**

- 4.15.1. For the purposes of executing this Agreement, the Bank as Controller collects, maintains and processes personal data of the Customer and the Cardholder in accordance with the applicable European and national laws and regulations. The card is granted provided that all required documentation has been collected and all the certification and verification requirements regarding the Customer's and the Cardholder's identity and financial/banking profile have been fulfilled, pursuant to the regulatory and legislative framework each time applicable. The Customer and the Cardholder are under obligation to notify the Bank in a timely manner of any change in their ID verification particulars, by submitting the required supporting documentation. The Customer and the Cardholder have been 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 they undertake to promptly inform the Bank of any change in their personal data. For the collection, maintenance and processing of the Customer's and the Cardholder's personal data, the conditions set out in the information form on personal data processing shall apply, which the Cardholder and the Customer have received and which form an integral part of this Agreement. 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).

#### **4.16. Contact details:**

- 4.16.1. The Customer shall promptly notify the Bank in writing of any change in the details that constitute its legal identity, such as legal form, name, trade name, registered office, etc. The Customer shall act as above also in the event of any change of the Cardholder's details. The legal registered office of the Customer is deemed to be the address last designated, to which any document is sent or communicated.
- 4.16.2. The Customer and the Cardholder hereby give their express and unreserved consent to the Bank to contact them at any hour of the day in order to verify their particulars in the event that it is suspected that the Card has been used in an irregular transaction. This communication shall be made by telephone, via the numbers stated by the Customer and the Cardholder to the Bank, and shall be recorded on tape for for the protection of their interests.

#### **4.17. Partial Invalidity – Rights**

- 4.17.1. The invalidity, if any, of one or more articles hereof shall not affect the validity of the other articles. Any delay on the Bank's part in exercising a right shall not be considered or construed as a waiver of such right.

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

- 4.18.1. For any dispute or contention of the Customer versus the Bank, the Customer should contact :

- the relevant staff at the Bank's branches
- 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 e-mail to [customer.service@nbg.gr](mailto:customer.service@nbg.gr);

- by Sending a letter or the relevant form available at all NBG Branches by mail to: National Bank of Greece, Sector for Governance of Customer Issues, Sofokleous 2, 105 59Athens.

Detailed and up-to-date information regarding the complaint procedure and the contact details of the customer complaints department are 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 User can use the special out-of-court redress procedures by contacting alternative resolution bodies such as the Hellenic Financial Ombudsman, Massalias 1, GR 106 80 Athens, tel. 10440 (local call rates)/+302103376700 (international calls), website: [www.hobis.gr](http://www.hobis.gr), Hellenic Consumers' Ombudsman, Alexandras 144, 114 71 Athens, tel: +30 210 6460862, 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)

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

## **APPENDIX**

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

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

NBG's Mastercard Identity Check service provides to 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 and Mastercard SecureCode (hereon the "certified merchant(s)").

#### **2. Authentication**

2.1. 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 select the method by which the Cardholder shall receive the One Time Password (OTP) which is required to complete the transaction. The Cardholder may choose to receive the OTP either to the mobile phone number stated and registered with the Bank's records as contact number or as "mobile phone to receive OTP" or to the email stated and registered with the Bank's records as contact email or as "email 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 or email to which the OTP is sent, as well as the field in which the Cardholder should enter the OTP.

2.2. If the mobile phone number or the email address are not correct or if the Cardholder fails to receive the SMS or email 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.

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

2.4. When 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 Customer Service Department of NBG.

2.5. If the mobile phone number or the email address change, the Cardholder should inform NBG providing the new data at any branch or through the Internet Banking 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.

#### **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 email 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 point 3.2.

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

#### **5. Amendments**

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

6.2. If the Card no longer supports any transactions for whatever reason (e.g. due to loss, theft, termination of contract 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.

## 5. TERMS AND CONDITIONS FOR THE SUPPLY OF BANKING SERVICES THROUGH ALTERNATIVE NETWORKS (i-bank)

The terms and conditions included in this Agreement for the Supply of Banking Services through Alternative Networks (i-bank) reflect the terms governing the banking relationship between NATIONAL BANK OF GREECE SA, registered in Athens, at Aioulou 86, under GEMI No 237901000, legally represented (hereinafter "the Bank") and the Customer of the Bank (hereinafter "the Customer"). 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 A84/15-5-2018), already concluded between the parties hereto, shall be supplementary to this Agreement and prevail.

### 5.1. Object of the Agreement

5.1.1. The Bank, via its alternative networks (i.e. Internet Banking, Mobile Banking, Phone Banking, hereinafter the "Services"), provides the Customer with remote access to banking transactions, such as viewing the activity of his account(s) held with the Bank, transferring funds, making payments, performing stock trades, sending notifications/ updates by SMS to the mobile phone number or push notifications to the Customer's mobile phone or e-mail, access to the i-bank statements of his banking products, etc. Such distance banking uses various technological infrastructures and methods, including the internet, and fixed and mobile telephone networks combined with the Customer's Electronic Medium as described in term 2.1. hereinbelow. As an NBG Internet Banking user, the Customer can use a payment initiation service provider in line with the provisions of the framework agreement in order to initiate payment orders via a third-party provider, as well as an account information payment service provider in line with the framework-agreement in order to request information on his account(s) via a third-party provider.

The Bank shall provide to the Customer the option to carry out banking transactions via the alternative networks available from time to time, subject to the terms and conditions below:

The Customer is aware and acknowledges that the IT systems supporting the Bank's alternative networks are constantly evolving, and subject to change and additions, without depending exclusively on any currently existing technology. Accordingly, the Bank is entitled to introduce changes from time to time to various features and parameters of the Services, such as the number and type of transactions available, the respective requirements of the Customer's equipment, and the methods and systems for recognizing or verifying the Customer's identity, advising the Customer accordingly via its website.

5.1.2. With respect to the terms and conditions for effecting payment transactions, the framework agreement attached hereto regarding payment services (hereinafter the "framework agreement"), which is governed by law 4537/2018 (Government Gazette A-84/15.5.2018), shall additionally apply and prevail.

### 5.2. Access to and use of alternative networks

5.2.1. Access to the Services and use of the Bank's Alternative Networks shall be made available to the Customer through the Customer's Electronic Medium, as well as any other convenient means of access (hereinafter the "Electronic Medium"), to be linked to the Alternative Networks at the Customer's responsibility and expense. The term "Electronic Medium" shall be taken to mean all telecommunication, digital or electronic devices, including, without limitation, computers, fixed or mobile phone devices, tablets etc. The software enabling the supply of the Bank's Internet Banking Services (hereinafter the "Software") shall be installed in the Electronic Medium automatically. The Customer shall download it from the Bank's official webpage [www.nbg.gr](http://www.nbg.gr) (hereinafter the "Bank's official webpage") or from official software distribution stores (including, without limitation apple store, google play, windows phone store) once the Customer has agreed to the terms of the Bank's licence to use the Software.

5.2.2. The Software and the rights issuing therefrom are wholly owned by the Bank. The Bank hereby grants to the Customer licence to use the Software (hereinafter the "Licence"), as per the provisions of Article 7. hereof.

The Licence shall be personal, non-exclusive, non-transferable and freely revocable, and shall be granted to the Customer on a temporary basis only for the length of time each time required for the Customer's use of the Services cited in Article 1.1. hereof, subject to the provisions hereof and to the relevant provisions included in the Bank's web page that constitute an integral part hereof.

5.2.3. Access to the Bank's Internet/Mobile/Phone Banking Network shall be available to the Customer on the days and hours announced by the Bank through its webpage to that effect, subject to the Customer's full acceptance of the terms and conditions hereof. The Bank is entitled to revoke and suspend the Customer's access to the said Network, as per the provisions of Article 11.3.b. of the framework agreement and term 8. hereof.

5.2.3. Access to any one of the Bank's Internet/ Mobile Banking services shall be effected by the Customer via NBG's official webpage ([www.nbg.gr](http://www.nbg.gr)), the Bank's App and/or registration with apps, certified by the Bank, of third-party providers associated with the Bank. The Customer can be informed of the Bank's associates through the respective list posted on the Bank's official website. The Customer shall enter NBG's electronic address for its official site in the address bar of his internet browser and shall not attempt to access the Bank's Internet Banking Services in any other way, including, without limitation, via links/ hyperlinks, search engines, e-mails or sms/letters etc.

5.2.4. The **Personalized Security Credentials** provided by the Bank are required, as well as other or additional verification means agreed with the Bank for the Customer's verification as a legal services user, in order the Customer to access the Bank's Alternative Network services. For the purposes hereof, "Personalized Security Credentials" means the Userid given by the Bank at the time of execution hereof and the password set by the Customer when signing up for the first time for the Services. The combination of the Customer's Personalized Security Credentials determines his identity and shall bring about the same results that the Customer's handwritten signature would bring about.

The Bank determines, at its discretion and informing the Customer accordingly through NBG's official website, those transactions for the execution of which it is necessary to use, besides the aforesaid Personalized Security Credentials, further secure authentication methods (hereinafter "**Strong Customer Authentication (SCA)**"). The SCA is effected on the basis of two or more independent



items, regarding: i) knowledge (such as the Personalized Security Credentials given to the Customer), ii) possession (e.g. of the Customer's mobile phone on which the Bank's Mobile Banking app is installed and where the Bank sends the OTP via push notifications or the Customer's mobile phone on which the Bank sends the – OTP through the Viber app or by regular SMS (if for any reason whatsoever sending them through the app was not possible) for the transaction execution). iii) a unique inherent characteristic of the Customer (such as his fingerprint on his mobile phone or facial recognition).

In any case SCA, as well as the procedure by which it is supplied to the Customer, will be communicated by the Bank via a relevant post on its official website. The Customer, being aware that the use of the Personalized Security Credentials combined with any additional identification methods, as the case may be, determine his identity and have the same effect as his handwritten signature, shall duly look after and keep safe the Personalized Security Credentials and other identification means granted by the Bank for carrying out transactions, and not give or lend them to third parties. Likewise, the Customer shall never disclose secret codes (e.g. PIN, userid, Passwords, OTP) to anyone whatsoever, including even Bank staff, and not store or use them outside the Bank's Alternative Networks. For security reasons, the Customer shall regularly change his password, while the Customer is also offered by the Bank the option to change his userid.

For the avoidance of any doubt, it is expressly agreed that to access the Alternative Networks services or for the Strong Customer Authentication through the security code/model using a Customer's inherent characteristic, the Customer must use only his own (personal) inherent characteristic. Any inherent characteristic stored in a Customer's device can enable access to the app or the Customer's strong authentication. If there are other users whose inherent characteristics are stored in the Customer's device, the Customer is not advised to activate this service.

The Bank does not receive, record, reproduce, store or process in any way and/or at any stage of using the Service, the User's PIN or the Customer's inherent characteristics (Touch ID or Face ID). The Customer's various characteristics are kept solely in the Customer's device, cannot be extracted from it, are not included in backups anywhere else, and are stored exclusively on the Customer's device used to access the Alternative Networks services.

5.2.5. If the Customer uses a payment initiation service provider to initiate payment orders and/or payment account information service provider to request information re his account(s), the Personalized Security Credentials are entered upon the Bank's verification procedure as described under par. 2.5.

5.2.6. As soon as the Customer becomes aware that the Personalized Security Credentials or Electronic Media or SCA have been lost or leaked/ stolen/ misappropriated to/by unauthorized third parties, or improperly or unlawfully used, he shall immediately and without undue delay inform the Bank accordingly by telephone and by letter. Telephone notifications are recorded on tape. The Bank affords the Customer a special 24-hour call service (+30 210 4848484), where the Customer can make such notification and shall provide the same with the means to prove, within 18 months following the said notification, that he indeed reported the incident to the Bank.

With regard to the liability of the Customer for losses resulting from the execution of unauthorized payment transactions, the provisions of Article 14. of the framework-agreement shall apply.

5.2.7. If the Customer is a legal entity, he must notify the Bank of the number of Job Positions, as well as the specific services provided from each Job Position (Job Position profile), through which the Customer intends to use Alternative Network services (herein after "Job Positions"), so as to be supplied with the appropriate number of Personalized Security Credentials and accept the use of additional identification media, such as mobile phone numbers for sending OTPs via the Viber app or by regular SMS (if for any reason whatsoever sending them through the Viber app was not possible) or devices on which the Mobile Banking app has been installed and where OTPs via push notifications are sent or where the Customer's inherent characteristics have been stored, that will enable him to effect transactions from the designated Job Positions. The Personalized Security Credentials correspond to a single Job Position each time, while also being uniquely linked via SCA. The Customer shall choose on the basis of his own criteria and at his sole responsibility the individuals whom he shall supply with the Personalized Security Credentials and the additional identifiers to effect transactions in his name and on his behalf through the Job Positions requested by the Bank. If the Customer does not wish to further use a specific Job Position for any reason whatsoever, he is under obligation to inform accordingly the Bank at once, in writing or through the alternative networks, if applicable, and the Customer discharges the Bank from all liability for any loss that the Customer may incur in the event that he fails to promptly notify the Bank of a Job Position abolition.

The Customer can ask the Bank to use all services available until submission of his relevant request. For each new Service that may become available thereafter, a new Customer request may be required at the Bank's discretion either by filing a supplementary application or through the Alternative Networks, if applicable.

5.2.8. In line with the framework for the operation and use of Services provided under this Agreement to Customer (Legal Entity), the Customer bears full and sole responsibility to the Bank for any act or omission performed by any Customer-authorized third-party user (individual or legal entity) of any Job Position which results in a breach of the provisions of this Agreement or the law.

### **5.3. Customer Orders – Irrevocability and execution thereof – Obligations and liability of the parties hereto**

5.3.1. With regard to Customer orders and the irrevocability and execution thereof, as well as the obligations and liabilities of the parties hereto, the provisions of the framework agreement shall apply depending on the type of order/ payment transaction. If a different unique identifier is provided for, according to the framework agreement for a payment transaction carried out through a specific service of the Bank's Alternative Networks (such as a payment via i-bank Pay e-Wallet), the provisions of the terms of use of the said service shall prevail.

In addition, the following are agreed:

5.3.2. The Bank reserves the right to require of the Customer, at any time and at the Bank's absolute discretion, confirmation by letter of any Customer's order transmitted to the Bank via the Networks, and the Customer shall confirm Customer's order by a letter to the Bank to that effect signed by the Customer or an authorized representative thereof.

5.3.3. The Customer is entitled to apply for Suspension of Access to the Alternative Networks at any time and for any reason whatsoever either by letter to National Bank of Greece – , Digital Business Division, 125 Thessalonikis St., 18346 Moschato, Athens, or via the Bank's Contact Center, upon confirmation of Customer ID, whereupon the Customer's access to the Alternative Networks

shall be suspended forthwith. To subsequently restore access to the Networks, the Customer should apply to the Bank to that effect following the same procedure via the Bank's Contact Center as above, otherwise by letter.

#### **5.4. Customer's Obligations**

5.4.1. The Customer hereby declares that as long as he uses the Services, he shall maintain the appropriate hardware and software required for the use of the Networks or the Internet, and that he is aware of their operation framework in advance and possesses the knowledge necessary for the purposes thereof.

5.4.2. The Customer shall make proper use of the Software as provided for hereunder. Specifically, storage, reproduction, or modification of the Software in any manner whatsoever, or use thereof by the Customer for any purpose other than those expressly provided for hereunder and by any third party that is not authorized by the Customer (Legal Entity).

5.4.3. The Customer shall take every measure to prevent any unlawful use of Electronic Media, Software, Personalized Security Credentials (Password & UserID), and additional Secure Identification methods by unauthorized parties. The Customer is obliged to have installed on his Electronic Medium updated versions of software, programs, operating systems and antivirus programs and similar data and computer protection software (including, without limitation, antivirus programs, antispymware, firewalls etc.), such as are compatible with the Bank's system, and under no circumstances shall save on the said Electronic Medium the personalized security credentials, OTP codes, unrecognized software or programs and/or programs without lawful license. In addition, the Customer shall ignore and shall not respond to any electronic or other types of messages requesting personal information, Identification data, Passwords and Userids.

5.4.4. The Customer should read carefully and follow the information and instructions contained in the Bank's web page concerning transactions and Network security. The Customer agrees that any negligence and/or failure on his part to duly comply with the recommended security procedures may result in a breach of confidentiality as regards any Customer-related information and in third parties' unauthorized transactions on the Customer's account.

5.4.5. The Customer shall restore any injury incurred to the Bank and shall compensate the Bank for any such amount (including court expenses and attorneys' fees) as the Bank may be required to pay by virtue of a court order or otherwise pursuant to violation of a third party's intellectual rights or improper or unlawful use of the Services hereunder.

5.4.6. The Customer is under obligation to pay to the Bank or to any subsidiary thereof any commission charged by them for any transactions which are subject to payment of a commission or fee, as set out in the Bank's Rates & Charges posted in all NBG branches and on NBG's website: [www.nbg.gr](http://www.nbg.gr). Successful completion of such transactions presupposes that the required commission has been charged to the Customer's account. The said payment concerns the provision, by the Bank to the Customer, of access to Services available via the Bank's Alternative Networks. Any commission for the use of additional Identification media is set out in the Bank's Rates for Core Banking Businesses as such is posted on the Bank's website.

5.4.7. The Customer (individual or legal entity) is under the obligation to notify the Bank in a timely manner of any change in the Customer's verification of ID particulars, legal representatives and beneficial owners and/or residence or registered office address and contact address stated to the Bank by submitting the required supporting documentation. The access to Alternative Networks is granted provided that all required documentation has been collected and all the certification and verification requirements regarding the Customer's identity and financial/transaction profile have been fulfilled, pursuant to the regulatory and legislative framework each time applicable.

5.4.8. If a legal entity, the Customer shall select individuals carefully to fill its Job Positions via which he uses the Services hereunder; the Customer shall be solely responsible for the selection of such individuals and further declares that it bears full and exclusive liability to the Bank and third parties for any such individual's acts or omissions.

5.4.9. If the Customer (legal entity) acknowledges and agrees that access to Internet Banking through the Customer's Job Positions shall be suspended upon expiry of the validity of the Customer's legal representation vis-à-vis the Bank. To ensure continuity of access to the Services, the Customer should ensure the due supply of legal representation documents to the Bank from time to time, as required.

#### **5.5. Duty of confidentiality**

5.5.1. All information provided by the Customer to the Bank shall be confidential and the Bank must use such information with confidentiality, and only to the extent necessary within the context of the Services provided. The Bank is entitled to disclose Customer-related information under circumstances including, but not limited to, the following:

- a) when this is required for the execution of a transmitted order,
- b) when this is enforced by the national and/or European legislative and regulatory framework or a decision of a public or judicial authority or other legislation or regulation (law, decree etc.) or when enforced by the competent supervisory authorities of the Bank. This right of the Bank shall be of unlimited duration, even after expiry or termination hereof in any way.

5.5.2. The Customer shall treat the Software and all of the data contained therein as confidential, acknowledges their significance for the Bank and undertakes not to disclose or disseminate their contents to third parties in any manner. This obligation on the part of the Customer shall be valid indefinitely, even after expiry or termination hereof in any manner whatsoever.

#### **5.6 The Bank's Liability**

5.6.1. The Bank undertakes to make every effort to ensure the Alternative Networks' good operation and to ensure and safeguard the secure supply of the Services hereunder, especially the Customer's safe access to the Network, the prevention, as far as possible, of any unlawful use of the Network by unauthorized third parties, and the observance of confidentiality with respect to Customer-related data (subject to the provisions of term 5.1 hereof). However, the Bank shall in no way be liable in the event that the secure use of the Network or the confidentiality of Customer's data is violated despite the exercise of due diligence on the Bank's part.

5.6.2. In the event that certain information is expressly subject to disclaimers or certain transactions to special terms, the Bank shall display such disclaimers and terms at a prominent place on its web page, and the Customer acknowledges and agrees that the use of such information or the performance of such transactions implies his acceptance of the said disclaimers or terms respectively.

5.6.3. The Bank shall not be liable for any use of the Networks contrary to the legislative or regulatory framework or equity, including illegal access and use such as phishing and hacking. In such cases, in addition to any penalties and /or sanctions, the Bank shall be entitled to terminate the agreement, pursuant to articles 10 and 11 hereinbelow.

5.6.4. The Bank shall not be liable for any Customer losses arising from any deficiency of Alternative Channels that are beyond the Bank's sphere or responsibility, such as shutdown or malfunction of the telecommunication network, and so on.

## **5.7. Intellectual property rights**

5.7.1. The Bank and/or its suppliers reserve all the rights of ownership, the trademarks, the trade names and, generally, every distinctive feature of the Bank for the Software and accompanying manuals (the use of which is provided by the Bank to the Customer), the communication links, the software packages and any other intellectual rights of ownership or know-how relating to such.

5.7.2. The Bank grants to the Customer the non-exclusive and non-assignable right to use the Software products provided to access the Services, to be used solely by him, subject to the provisions hereof.

The Customer acknowledges that he is licensed to use the Bank's or others' intellectual ownership rights for the purpose of accessing the Services hereunder and undertakes not to make use of the Bank's or others' intellectual ownership rights under any circumstances following termination for any reason whatsoever hereof.

## **5.8. Suspension of Access**

The Bank reserves the right to suspend, deny or terminate the Customer's access to Alternative Networks for objective reasons related to their secure use or if it suspects that they are used without authorization or fraudulently or for reasons related to the certification and verification of the Customer's identity and financial/banking profile, in accordance with the international and European financial sanctions pursuant to the applicable regulatory and legislative framework and the Bank's internal policy. In such cases the Bank shall inform the Customer of the suspension and the reasons for it, in any way the Bank sees fit, where possible, before the suspension of the access and at the latest immediately thereafter, unless giving such information would compromise objectively justified security reasons or is prohibited by other relevant legislation. As soon as the reasons for the suspension no longer apply, the Bank will lift the suspension.

## **5.9. Bank's Representations**

5.9.1. The Bank declares that the Software meets the requirements for which it has been installed in the Electronic Medium subject to the Customer's proper use of the Software, in accordance with the Bank's instructions and specifications.

5.9.2. The Bank will restore at its own cost any fault in the Software relating to its use, on condition that the Customer has used the Software in line with the Bank's instructions and in accordance with the Software specifications.

## **5.10. Duration**

5.10.1. This Agreement expires:

- on expiry of the validity of the UserID supplied by the Bank to the Customer;
- on expiry of the validity of Customer's (legal entity's) legal representation to the Bank, in the event the Customer fails to supply the required legalization documents to the Bank within ten (10) days of such expiry;
- by service of a written notice of termination by any of the parties hereto within a deadline of one (1) month, after the lapse of which the Agreement is terminated
- by service of a written notice of termination by the Bank in line with the provisions of term 11. below,
- upon termination of the framework agreement.

5.10.2. Orders remaining outstanding during the one (1) month deadline as of the notice of termination shall be executed normally in accordance with the terms hereof.

## **5.11. Termination**

5.11.1. The Bank shall be entitled to terminate this Agreement at any time, without prior notice, upon the occurrence of any one or more of the following events:

- a) the Customer breaches any of the terms of this Agreement, which are all deemed material.
- b) any amount is due and payable by the Customer to the Bank on account of any other cause or credit agreement entered into between the Customer and the Bank, and the Customer is unable to pay same plus legal interest thereon within fifteen (15) days of the Bank's advice to the Customer to that effect.

- c) the Customer is declared bankrupt, or a petition in bankruptcy is filed by or against the Customer, or the Customer is ruled insolvent or, specifically, unable to meet his financial obligations to the Bank or to third parties.
- d) the Bank for any reason whatsoever ceases to provide the Services hereunder.

5.11.2. The Bank may terminate this Agreement with immediate effect, without penalty and without prior notice, and take any measure it deems necessary, and/or it may cancel, deny or block the Customer's access to Alternative Networks or terminate its business relationship with the Customer in the event of a breach of 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.

## 5.12. Out-of-Court Settlement of Disputes

5.12.1 For any dispute or contention of the Customer versus the Bank, the Customer should contact

- the relevant staff at the Bank's branches
- 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 e-mail to [customer.service@nbg.gr](mailto:customer.service@nbg.gr);

- by sending a letter or the relevant form available at all NBG Branches by mail to: National Bank of Greece, Sector for Governance of Customer Issues, Sofokleous 2, 105 59Athens.

Detailed and up-to-date information regarding the complaint procedure and the contact details of the customer complaints department are 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 User can use the special out-of-court redress procedures by contacting alternative resolution bodies such as the Hellenic Financial Ombudsman, Massalias 1, GR 106 80 Athens, tel. 10440 (local call rates)/+302103376700 (international calls), website: [www.hobis.gr](http://www.hobis.gr), Hellenic Consumers' Ombudsman, Alexandras 144, 114 71 Athens, tel: +30 210 6460862, 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)

## 5.13. General Terms

5.13.1. Any charges or taxes relating hereto shall be for the account of the Customer, who shall be liable for payment thereof promptly on receipt of the Bank's advice to that effect.

5.14.1. This Agreement, as supplemented by the framework agreement and any terms governing the special services, includes the full agreement of the parties hereto as regards the Customer's access to the Bank's Alternative Channels. The Bank reserves the right to amend the terms hereof, if a special and significant reason exists, having first notified accordingly the Customer personally through Alternative Networks or in any other way the Bank sees fit. The said notification is carried out at least a month prior to the commencement date of the amendment. If the Customer does not accept the amendment, he is entitled to terminate this agreement up until the commencement date of the said amendment. It is expressly agreed that any changes regarding the upgrade, improvement or parametrization of the Bank's systems or the data and parameters of the services available through alternative networks that are included indicatively under term 1.1 hereof do not comprise amendment to the terms hereof and apply immediately upon notification to the Customer as above.

5.14.2. The Customer may not assign this Agreement or any right or obligation hereunder to any third party without the Bank's prior written consent.

5.14.3. The Bank notifies the Customer that it will use his email address and telephone number stated to the Bank in order to keep him updated on matters relating hereto and to other business with the Bank. The Customer is under obligation to inform the Bank of any change in his email address or telephone number, and the Bank shall not be liable for not informing the Customer in the event the Customer fails to notify the Bank in writing of such change.

5.14.4. The Bank notifies the Customer that, for transaction security reasons, any telephone calls made by him or any third party acting as his representative be recorded by the Bank's Contact Center and agrees that such recordings constitute full proof of the Customer's communication with the Bank, counterevidence being allowed.

5.14.5. Any transaction carried out by the Customer hereunder shall be deemed to be a transaction effected in Greece, even in the event that the Customer's order is transmitted from a distance or otherwise from abroad.

5.14.6. Any delay or failure on the Bank's part to exercise any of its legal or contractual rights hereunder shall under no circumstances be deemed to constitute a waiver thereof.

5.14.7. In the event that any of the provisions hereof is ruled void, the remaining provisions hereof shall continue to be in full force and effect, as if the said provision was not originally included herein.

## 5.15. Personal Data Processing:

For the purposes of executing this Agreement, the Bank as Controller collects, maintains and processes personal data of the individual in accordance with the applicable European and national laws and regulations. The Customer shall be informed by the Bank in a clear and intelligible manner about the processing of the applicant's data, the purpose of such processing, the recipients of the data

and the applicant's rights under the current institutional framework, while undertaking to promptly inform the Bank of any change in the applicant's personal data. The Bank's Statement Regarding the Protection of Personal Data ("Privacy Policy") shall apply in respect of the collection, maintenance and processing in general of personal data of the Customer. The said Statement is available at the Bank's branches and on its website: [www.nbg.gr](http://www.nbg.gr). The Customer (legal entity) undertakes to notify the individuals whose personal data are disclosed to the Bank in accordance with the present agreement and make available to those individuals the Bank's Privacy Policy that is posted on the Bank's webpage: [www.nbg.gr](http://www.nbg.gr).

5.15.1 This Agreement and any additional deed or appendix thereto, jointly with the framework contract for payment services, comprise an integral part and bind both parties hereto.

## IV. FRAMEWORK CONTRACT FOR PAYMENT SERVICES

### 6. TERMS AND CONDITIONS FOR PAYMENT SERVICES

6.1. This agreement is governed by the Greek law and chiefly by the provisions of Law 4537/2018 (Government Gazette A84/15.5.2018) for the incorporation into the Greek Law of the European Directive 2015/2366/EU on payment services and sets out the rights and obligations of both parties regarding the provision of payment services, as defined below.

#### 6.2. Definitions

6.2.1. "payment services" means one or more of the following business operations:

- (a) services enabling cash to be placed on a payment account;
- (b) services enabling cash withdrawals from a payment account;
- (c) all operations required for keeping a payment account;
- (d) execution of payment transactions, including transfers of funds on a payment account held with the user's payment services provider or with another payment services provider, and more specifically:
  - (i) execution of direct debits including one-off direct debit;
  - (ii) execution of payment transactions through a payment card or a similar payment instrument, and
  - (iii) execution of credit transfers including standing orders;
- (e) execution of payment transactions where the funds are covered by a credit line for the payment services user, and more specifically:
  - (i) execution of direct debits including one-off direct debit;
  - (ii) execution of payment transactions through a payment card or a similar payment instrument, and
  - (iii) execution of credit transfers including standing orders.
- (f) issuance of payment instruments i.e. any personal device and/or set of procedures:
  - agreed between the Customer-payment services user and the Bank as payment services provider; and
  - used by the Customer-payment services user in order to initiate a payment order; and/or acceptance of payment transactions.
- (g) fund transfer services i.e. the payment services where:
  - funds are received from a Payer, without any payment accounts being created in the name of the Payer or the Payee, for the sole purpose of transferring a corresponding amount to a Payee or to another payment services provider acting on behalf of the Payee, and/or
  - such funds are received on behalf of and made available to the Payee;
- (h) "Payment initiation service" means the payment initiation service (offered by a third provider to the Customer) upon the request of the Customer-payment services user as regards the payment account held with the Bank.
- (i) "Account information service" means the online service (offered by a third provider to the Customer) for the provision of collective information on one or more payment accounts held by the Customer-payment services user with the Bank.

6.2.2. "Payment transaction" means an act initiated by or on behalf of the Payer or by the Payee, of placing, transferring or withdrawing funds, irrespective of any underlying obligations between the Payer and Payee.

6.2.3. "Payment system" means a funds transfer system with formal standardized arrangements and common rules for the processing, clearing and/or settlement of payment transactions.

6.2.4. "Payer" means an individual or legal person who holds a payment account with the Bank and allows a payment order from the payment account, or, where there is no payment account, an individual or legal person who gives a payment order.

6.2.5. "Payee" means an individual or legal person that is the ultimate recipient of funds of a payment transaction.

- 6.2.6. “payment services User” means an individual or legal person that is making use of a payment services in the capacity of a payer, payee and/or both capacities.
- 6.2.7. “Payment account” means an account held in the name of one or more payment services users which is used for the execution of payment transactions.
- 6.2.8. “Direct debit” means the payment services for debiting a Payer payment account where a payment account is initiated by the Payee on the basis of the Payer’s consent given to:
- the Payee or
  - the Payee payment services provider or
  - the Payer payment services provider.
- 6.2.9. “Consumer” means an individual who, in the context of this payment services Agreement, is not acting for purposes of trade, business or profession.
- 6.2.10. “Micro enterprise” means an enterprise that at the date of the payment services Agreement is an enterprise as defined by article 2, par. 9 of Law 2251/1994 (A/191).
- 6.2.11. “Credit transfer” means the payment services for crediting the Payee payment account through a payment transaction or a set of payment transactions from the Payer payment account, via the payment services provider that holds the Payer payment account upon the Payer’s order.
- 6.2.12. “Payment order” means any instruction by the Payer or the Payee to the payment services provider requesting the execution of a payment transaction.
- 6.2.13. “Placement of funds” means the service as described under the article 6.3.5. hereinbelow.
- 6.2.14. “Payment account” means a personal device and/or a set of procedures agreed between the Customer-payment services user and the payment services provider used for initiating a payment order.
- 6.2.15. “Unique Identifier” means a combination of letters, numbers or symbols specified to the Customer-payment services user by the payment services provider that the Customer-payment services user shall transmit to identify unambiguously the other payment services user and/or his payment account for the execution of a payment transaction.
- 6.2.16. “Value Date” means: the reference date used by the Bank as a payment services provider for the calculation of interest on funds debited or credited on a payment account.
- 6.2.17. “Durable medium” means a medium allowing the Customer-payment services user to store information addressed personally to him, in a way that is accessible for future reference and for a period of time adequate for the purposes of the information, and allowing the unchanged reproduction of the information stored.
- 6.2.18. “Funds” means banknotes and coins, book or electronic money as per article 10.1 of Law 4021/2011, as amended.
- 6.2.19. “Reference exchange rate” means the reference exchange rate used as the basis for the calculation of any currency exchange that is available to the Bank as payment services provider or is subject to a source available to the public.
- 6.2.20. “Reference interest rate” means the interest rate which is used as the basis for the calculation of the interest rate to be applied and is subject to a source available to the public that can be verified by both parties of the Agreement for payment services.
- 6.2.21. “Verification” means the procedure allowing the payment services provider to verify the identity of the payment services user or the validity of using a specific payment instrument including the use of the user’s personalized security credentials.
- 6.2.22. “Personalized security credentials” means the personalized security credentials provided by a payment services provider to a payment services user aiming at verification.
- 6.2.23. “Business day” means any day during which the relevant Payer payment services provider or the Payee payment services provider participating in the execution of the payment transaction is open for business activity, as required for the execution of the payment transaction.
- 6.2.24. “Member State” means any EU member state and any other state that has entered into the European Economic Area (EEA) Agreement.
- 6.2.25. “Third countries” means any other country besides the member states.
- 6.2.26. “Account payment services Provider” means the account payment services provider that offers and holds a payer payment account.
- 6.2.27. “Payment Initiation Service Provider” means the payment initiation service provider with business activity related to payment initiation services pursuant to case g of article 4.3 of Law 4537/2018.

- 6.2.28 “Account Information Service Provider” means the account information service provider with business activity related to account information services pursuant to case h of article 4.3 of Law 4537/2018.
- 6.2.29 “Strong Customer Authentication (SCA)” means the customer authentication on the basis of two or more items regarding knowledge (an item that only the payment services user knows), possession (an item that only the user possesses) and a unique inherent characteristic (a user’s characteristic). These items are independent of each other because the breach of one of them does not affect the reliability of the others. Also, the customer authentication procedure is designed in a way to protect the confidentiality of the customer authentication items.

**6.3.a.** This Agreement applies to transactions or payment services offered in Greece in the currencies included in the Bank’s “Exchange Rate Bulletin” that is available at the Bank’s Branches and on the Bank’s website.

Specifically:

6.3.a.1.

The articles hereof concerning the transparency of terms and the information requirements governing the payment services, and the rights and obligations concerning the provision and use of payment services, apply to **payment transactions carried out in the currency of an EU member state** provided that the Payer payment services provider and the Payee payment services provider or the only payment services provider for the specific payment transaction are situated in an EU member state as regards the parts of the payment transaction carried out in Greece.

6.3.a.2.

The articles hereof concerning the transparency of terms and the information requirements governing the payment services (except for 6.3.1.4.a., 6.3.1.4.b., 6.3.2.6., 6.3.3.3., 6.3.4.4. and 6.3.5.), and the rights and obligations concerning the provision and use of payment services (except for the articles 6.3.1.3.b., 6.3.2.4., 6.3.1.4.a., 6.3.1.4.b., 6.3.2.6., 6.3.4.3. and 6.3.5.), apply to payment transactions carried out in the currency of an EU member state provided that the Payer payment services provider and the Payee payment services provider or the only payment services provider for the specific payment transaction are situated in the EEA as regards the parts of the payment transaction carried out in Greece.

6.3.a.3.

The articles hereof concerning the transparency of the information terms and requirements governing the payments services (except for 6.3.1.4.a., 6.3.1.4.b., 6.3.2.6., 6.3.3.3., 6.3.4.4. and 6.3.5.) and the rights and obligations related to the provision and use of payment services (except for 6.3.1.3.b., 6.3.1.4.a., 6.3.2.4., 6.3.2.6, 6.3.4.3., 6.13.a., 6.13.b., 6.13.c., 6.19 and 6.20) apply to **payment transactions carried out in any currency** on the condition that at least one of the payment services providers is situated in EEA as regards the parts of the transaction carried out in Greece.

**6.3.b.**

This contract regulates the following services:

6.3.b.1.

Orders for credit transfer from one account to another, including payment of liabilities related to current international transactions, as defined in Presidential Decrees 96/1993 and 104/1994, as amended, and payments made in the context of or in connection with international trade of products/ services.

6.3.b.2.

Crediting funds following a transfer from another account

6.3.b.3.

Payment of dues to third parties

6.3.b.4.

Payment of dues by direct debit

6.3.b.5.

Cash placed on a payment account

6.3.b.6.

Cash withdrawal from the Payment Account

### **Payment services offered by the Bank and under the provisions hereof**

6.3.1. Orders for credit transfer from one account to another

#### ***Using the payment services***

On the Customer’s request, the Bank undertakes to transfer funds from the Customer’s account to another account held either by the Customer himself or a third party, with either the Bank itself or a payment services provider of an EU member state, EEA state or a third country. In the event that the Payee’s account is held with the Bank, the Bank shall be responsible for the completion of the transaction, otherwise the funds shall be made available to the Payee’s payment services provider via a special message (Payment Order) notifying it of the transaction details. This transaction may also be executed by payment in cash, up to a limit set by the Bank and announced in its Rates & Charges.



6.3.1.1. To enable proper execution of his payment orders in the context of the “Order for credit transfer from one account to another” service, the Customer must state the full name/ trade name and address of the Payee, where required, as well as the currency, the amount, the Payee payment services provider and account number. If the payment is related to an EU bank, the account number shall be stated in IBAN (International Bank Account Number) form. More specifically, if the payment order is related to imports/ deliveries from abroad, additional information should be provided in respect to the country of origin and the Combined Nomenclature Code of the goods or services. If the particulars are not stated in this form, additional handling charges will be incurred (as detailed in the Bank’s Rates & Charges) and it may be impossible to execute the order.

It is expressly agreed that the bank account in IBAN (International Bank Account Number) form is the unique identifier. The former subparagraph applies also to the cases where, in the context of the “Order for credit transfer from one account to another” service, the Customer has provided to the Bank, besides IBAN, any detail/ information required for the execution of the payment order.

In the event that the Customer is not required to provide the IBAN (International Bank Account Number) form of the bank account, it is expressly agreed that the unique identifier shall be, as the case may be, the bank account number (not in IBAN form) and the paying Bank or the card number or the telephone number or the TIN of the Payee. Any different unique identifiers may be provided for in separate agreements for special products.

It is expressly agreed that in the event that the Customer is not required to state his account in IBAN (International Bank Account Number) form for the execution of a payment order, he details provided by the Customer for the correct execution of the order shall be considered, individually or in combination, as unique identifiers.

Following any request on the part of the Payee Bank or the intermediary banks involved in the payment procedure, the Customer shall, where necessary, provide information regarding the Payee’s full address (street, number, city, country, postcode) and the reason of the credit transfer with a view to avoiding any possible delays.

The Customer is aware of the applicable legal and regulatory framework governing payment transactions related to international trade and requiring him to meet his tax liabilities prior to such transactions, and acknowledges that the Bank bears no responsibility to him in relation to any breach of tax liabilities on his part. Furthermore, the Customer acknowledges that he is liable to reimburse the Bank for any damage caused to it as a result of his failure to meet his tax liabilities, including, but not limited to, any tax, duty, penalty and/or any other sanction imposed as a result of breach thereof.

- 6.3.1.2. a) The Customer-payer consents to the execution of the transaction in a different way, depending each time on his channel for communication with the Bank:
- By an original and duly signed written document, if the transaction takes place at a Bank branch. For fund transfers between NBG accounts at the branch, only the Customer’s signature on the transaction voucher is required. At the branch the Customer may sign electronically by means of e-signature.
  - By using the appropriate means of identification specified in special agreements regarding alternative banking channels (e.g. PIN and card for ATMs, User ID, password and OTP on e-banking platform, etc.).
  - Consent for the execution of a payment transaction can also be given via the payment initiation service provider. The right of the Customer-payer to use a payment initiation service provider does not apply if the payment account is not electronically accessible.
- b) A credit fund transfer order may be revoked in the same way as it was given, depending on the communication channel, but under the following limitations:
- If the order has been received by the Bank, it can no longer be revoked unless the following apply:
  - If the Bank has not executed the order, it may be revoked.
  - If the Bank has executed the order, the same must get in touch either with the Payee in order to obtain his consent, if his account is held with the Bank itself, or with the other payment services provider in any other case. Should such consent be obtained, the initial transaction may be cancelled by executing a reverse transaction. In such a case, the cancellation may incur additional expenses, either the Bank’s, which will be incurred by the Customer in the amount specified in the Rates & Charges of the Bank’ and/or the other payment services provider which will be incurred by the Customer, as well.
  - If a payment transaction is initiated by a payment initiation service provider, the Payer shall not revoke the payment order after giving its consent to the payment initiation service provider for the initiation of the payment transaction. In this case the Payer shall observe the relevant procedure of filing a revocation request.
- c) A procedure similar to the revocation of the transfer order applies where there is any alteration in the transfer order (e.g. a change in the Payee’s name etc.).

The amount charged for revocation or changing the details of an order is specified in the Bank's Rates & Charges.

6.3.1.3. a. A payment order is considered to have been received by the Bank upon its arrival if it is a business day, otherwise on the next business day. To enable execution of the order within the time limits that bind the Bank, the Customer should submit his order as follows:

- For transactions executed at a branch, the Customer should present his order within the official banking hours displayed at the branches. As regards orders for transfer to other banks, presentation outside the official banking hours shall be considered as presentation on the next business day.
- If the transfer order to another bank is given through an alternative channel, any order given after 5p.m. on a business day will be considered as given on the next business day. In the event that special terms apply to the business relationship between the Customer and the Bank relating to the assignment of specific operations, such special terms shall constitute an integral part of the said agreement for as long as the special terms are in effect.

6.3.1.3. b. The transfer shall be made by the Bank for the full amount without the Bank deducting any charges in favor of any payment services provider involved, in cases included in article 6.3.a.1. hereof.

In case of a transfer that does not fall under the article 6.3.a.1. hereof, when third banks are involved as intermediaries in its completion, the Payee may be charged with additional fees and/or expenses by a third bank. Such fees vary depending on the bank, currency and amount transferred as they are subject to each bank's pricing policy and the Bank may not always be aware of such in advance. Any fees and/or charges of third banks in the event that they are borne by the Payee.

6.3.1.3. c. Should the Bank refuse to execute a payment order, such refusal and, if feasible, the reasons of refusal and the procedure for rectifying any errors that led to the refusal shall, unless prohibited by another legal provision, be notified to the Customer using one of the methods defined under Articles 6.6.c. and 6.7 hereof. The Bank shall make every effort to execute the payment order but, if this is not feasible, the Bank shall contact the Customer using the contact details duly supplied by him to the Bank.

The Bank may impose reasonable charges if the refusal to execute a payment order is objectively justified. The aforementioned charge shall become effective two months after public announcement to that effect and shall be listed on the Bank's Rates & Charges.

6.3.1.4. a. With regard to payment transactions that

- ❖ are in euro;
- ❖ or in the currency of a member-state outside the euro-area;
- ❖ or require only one currency conversion between the euro and the currency of a member-state outside the euro area, provided the required currency conversion is effected in the member-state outside the euro area and, in the event of cross-border payment transactions, the cross-border transfer is made in euro,

the Bank, as the **Payer** (Customer) payment services provider, shall credit the account of the **Payee payment services provider** with the payment amount, at the latest **by the end of the business day following the day** when the order was received, as specified under article 6.3.1.3.a. hereof. This deadline can be extended by one additional business day for payment transactions initiated in printed form.

b. As regards the payment transactions that do not fall under the cases of article 6.3.1.4.a., the Customer and the Bank agree that as soon as the Bank, as the Payer payment services provider, receives the payment order, the account of the **Payee payment services provider** shall be credited with the payment amount at the latest **by the end of the second business day** following the date the order was received, as defined under article 6.3.1.3.a. hereof.

c. The value date of a debit entry in the payer's (Customer's) account cannot be prior to the time when such payment account was debited with the amount of the payment transaction.

d. The debiting of the Customer's accounts concerning credit transfers are executed immediately, unless the Customer has opted for a post-dated execution. In this event, however, the Customer-payer shall be responsible for ensuring that he has an adequate available account balance on the date of payment, otherwise the transaction shall not be executed. In such event, the Bank does not need to inform the Customer-payer regarding the non-payment, since this is evident from the lack of a respective entry on his account statement.

6.3.1.5. a. All the above under articles 6.3.1.3. and 6.3.1.4. apply if there is no need for further process prior to the completion of the credit transfer order from one account to another, such as:

- Controls required for the Bank's compliance with the regulations of the international and European financial and trade sanctions.
- Investigation of the details of the money transfer order as regards the source and destination of funds.

- Controls performed in the context of compliance with the regulations governing the monitoring and control of gambling.
- Audits conducted by the Bank or its correspondent in the context of AML/CFT as well as prevention of fraud.

b. Subject to the above, a payment may be delayed or not executed if the intermediary payment services provider considers the transaction as one beyond acceptable risk.

#### 6.3.2. Crediting funds following a transfer from another account

##### ***Using the payment services***

Upon receipt of a payment order, whether from a Customer or another financial service provider, and as soon as the respective funds are made available to it, the Bank undertakes to credit the Payee's account. The Bank can make the funds available to the Payee in cash, up to a specific limit.

- 6.3.2.1 To be in a position to receive funds derived from a transfer, the Customer should notify the Payer of his IBAN, full particulars (full name/ trade name, address), and the Bank's BIC (ETHNGRAA, required in case of fund credits from non-EU countries). The Customer can find out his IBAN (International Bank Account Number) by visiting any branch or the website of the Bank, or by checking his account book or statement. If the IBAN and BIC, where required, are not notified to the Payer, additional handling charges may be incurred, or it may be impossible to execute the transaction.

It is expressly agreed that the bank account in IBAN (International Bank Account Number) form is the unique identifier. The previous subparagraph applies also to cases where the payment order received by the Bank includes besides the IBAN, any additional detail/ information for its execution as part of "Crediting funds following a transfer from another account" service.

In case the Customer is not required to notify the Bank of his account number in IBAN (International Bank Account Number) form, it is expressly agreed that the unique identifier is the account number (not in IBAN form) or the card number, as the case may be.

- 6.3.2.2. a) The Customer's failure to submit a written refusal of a credit in his favor within two (2) months from the execution of a payment transaction shall constitute acceptance of the transaction.

b) A written refusal of a credit shall be equivalent to an order to refund the payment to the Payer. In such event the order amount shall be refunded following deduction of the fees charged by the Bank.

- 6.3.2.3. The date agreed by the parties for the execution of a payment order in favor of a Payee is the business day when the Payer payment services provider presents such order to the Bank that acts as the Payee payment services provider (if it is not a business day, the following business day shall be considered as the day of receipt). Such order cannot be executed earlier than the date specified in the payment order. This policy applies to execution of all payment orders, whatever the currency in which they are denominated.

- 6.3.2.4. The transfer shall be made for the full amount, without the Bank deducting any charges imposed by any payment services provider involved in its execution, in the cases under article 6.3.a.1. hererof.

However, the Bank, when acting as the Payee payment services provider, deducts its charges (posted on the Bank's Rates & Charges) from the amount transferred. In such event, the full amount of the payment transaction and the charges appear separately in the information provided to the Payee in accordance with the articles hereof.

In the event of a transfer that does not fall under article 6.3.a.1. hereof the Payee may be charged with additional fees and/or expenses in favor of a third bank in case it is executed with the intermediation of third-party banks. Such fees vary depending on the bank, currency and amount transferred as they are subject to each bank's pricing policy, and the Bank may not always be aware of such in advance. The Payee is charged with fees and/or expenses of third banks deducting the final amount of the payment.

- 6.3.2.5. Should the Bank refuse to execute a payment order, such refusal and, if feasible, the reasons of refusal and the procedure for rectifying any errors that led to the refusal shall, unless prohibited by another legal provision, be notified to the Customer using one of the methods defined under articles 6.6.c. and 6.7 hereof. The Bank shall make every effort to execute the payment order but, if this is not feasible, the Bank shall contact the Customer using the contact details duly supplied by him to the Bank.

The Bank may impose reasonable charges if the refusal to execute a payment order is objectively justified. The aforementioned charge shall become effective two months after public announcement to that effect and shall be listed on the Bank's Rates & Charges.

- 6.3.2.6. When the order originates from another payment services provider, the Bank as the Payee (Customer) payment services provider makes the amount of the payment transaction available to the Payee **as soon as the account is credited with the amount of the payment transaction** by the payment services provider, provided that on behalf of the Bank: a) there is no currency conversion or b) the currency conversion is between the Euro and the currency of a member state or between the currencies of two member states.

In cases included in the previous subparagraph of the present article 6.3.2.6., if the Bank received the amount of the payment transaction:

**i) By the end of the official transaction hours of the Bank's branches (Monday to Friday by 14:00)**, the Bank makes the payment transaction amount available to the Payee **as soon as its account is credited with the said amount** by the payment services provider (i.e. availability and value date on the same day); and

**ii) By the end of the official transaction hours of the Bank's branches (Monday to Friday by 14:00)**, the Bank makes the payment transaction amount available to the Payee **on the next business day** (i.e. availability date on the next business day but value date on the date of the payment order).

When the bank is both the Payer and Payee service provider, the amount shall be made available to the Payee and interest accrual shall begin on the same day if the order is received by the Bank via a branch by the end of transaction hours, but if it is received via an alternative channel, by 23:59 of the same day (except under extraordinary circumstances), if on the part of the Bank: a) no currency conversion is required or b) no currency conversion between the Euro and the currency of a member state or between two currencies of member states is required.

In all these cases when the conversion of a currency of a non Member State is required, the value date of credit entry in the Payee payment account is the second business day as of the aforementioned date.

- 6.3.2.7. a. All the above under article 6.3.2.6. apply provided there is no need for further processing before the completion of the credit transfer order, such as:

- lack of information on whether the funds are available to the Bank ("cover");
- Correspondence (Investigation) with the Payer's bank or any intermediary provider involved in the payment procedure due to deficiencies in the content of the payment order message or other problems in its wording.
- Controls required in the context of the Bank's compliance with the regulations of the international and European financial and trade sanctions.
- Investigation of the credit transfer order details as regards the source and destination of funds and adoption of measures, including for example due diligence measures.
- Audits conducted by the Bank or its correspondent in the context of AML/CFT and compliance with the European and international financial and trade sanctions, as well as prevention of fraud.

b. As regards the above cases, the payment may be delayed or not executed if the transaction is classified as one of non-acceptable risk in terms of compliance. In addition, the Bank shall provide information on the payment in the framework of an investigation which any bank involved is entitled to conduct subject to the applicable compliance framework.

### 6.3.3. Payment of dues to third parties

#### ***Using the payment services***

The Customer-payer visits a branch or uses one of the Bank's alternative channels to pay dues to a third-party payee who has concluded an agreement to this effect with the Bank, such as electricity, phone and water bills as well as VAT and social security dues etc.

- 6.3.3.1. The Payee shall be identified on the basis of a list of companies, organizations or public agencies that have concluded an agreement to this effect with the Bank. The dues of the debtor shall be identified to the Payee by means of a code or codes (numbers, symbols, letters and/or combination thereof), e.g. a phone bill may be paid upon notifying or entering the electronic payment code. In some cases identification of the Payee and his dues is carried out with the use of the "Single Payment Code".

It is expressly agreed that the combination of the said data (payee-code) notified by the Customer-payment services user to the Bank is the unique identifier. The previous subparagraph applies also to cases where, in the context of the "Payment of dues to third parties", the payment order received by the Bank includes, besides the aforementioned data, any other detail/ information required for its execution that may not constitute the unique identifier.

- 6.3.3.2. a. The Customer-payer consents to the execution of the transaction in a different way, depending each time on his channel for communication with the Bank:

- By an original and duly signed written document, if the transaction takes place at a Bank branch. At the branch the Customer may sign electronically by means of e-signature.

- by using the appropriate means of identification specified in special agreements for alternative channels (e.g. PIN and card at ATM, user ID - password and OTP on e-banking etc.);
- Consent for the execution of a payment transaction can also be given via the payment initiation service provider. The right of the Customer-payer to use a payment initiation service provider does not apply if the payment account is not electronically accessible.

b. A payment order may be revoked in a similar manner to the way it was given, depending on the communication channel used, but under the following limitations:

- If the order has not yet been executed, i.e. the Payee has not been credited, the Bank can cancel the order immediately;
- Otherwise, the Payer should normally contact the Payee to solve the problem. In some cases, however, there is an agreement between the Bank and the Payee enabling refund even after execution. The charges of the said service may be borne by the Customer subject to the Bank's applicable pricing policy.
- When a payment transaction is initiated by a payment initiation service provider or the Payee or through the Payee, the Payer is not entitled to revoke the payment order after granting his consent for the payment transaction initiation to the payment initiation service provider or after granting his consent to execute the payment transaction to the Payee. In such case the Payer shall follow the revocation request procedure.

6.3.3.3. The time limits for the transfer of funds to the Payee are agreed between the Bank and the Payee or the settlement systems not later than one business day, provided that the payment is carried out in the currency of a member state to a Payee within a member state and such transfer requests are submitted within the the Branches' official transaction hours.

6.3.3.4. The Customer's accounts are immediately debited for the payment of obligations to third parties unless the Customer has opted for a post-dated execution of payments. In this event, however, the Customer-payer shall be responsible for ensuring that there is a sufficient balance on his account on the date of payment, otherwise the transaction shall not be executed. In such event, the Bank does not need to notify the Customer-payer regarding non-payment, since this is evident from the absence of a respective entry on his account statement.

If the Customer has initiated a payment order, the execution of which starts on a specific date or at the end of a specific period, as regards the crediting of the payment amount and its availability, the date agreed shall be considered as the date of receipt of the payment order . If the date agreed is not a banking day, the following banking day shall be considered as the date of receipt.

In the event that the Customer initiated a payment order, the execution of which starts on a specific date or at the end of a specific period, the payment services user can revoke the payment order at the latest by the end of the business day prior to the agreed date.

6.3.4. Payment of dues by direct debit

***Using the payment services***

The Customer-payer authorizes, by means of a special mandate, the Payee or the Bank to debit his account in order to pay his dues.

The mandate may concern a single debit or recurring debits. Then, prior to the agreed due date, the Payee presents his claim to the Bank in the form of a collection order. At the due date specified by the Payee, the Bank debits the Payer's account and credits the Payee's account. The payment services "Payment of dues by direct debit" is most commonly used for the payment of utility bills (e.g. electricity, telephone, water etc.), but it may also be used for the payment of professional dues. The Payer, i.e. a consumer or a micro enterprise, is entitled to a refund under the conditions set forth in articles 6.19 and 6.20 hereof.

6.3.4.1. In order to use his account to pay obligations by means of direct debits, the Customer shall provide his IBAN and his full particulars (full name/ trade name, address) to the Payee. The Customer can find out his IBAN from any branch of the Bank, a copy of his account statement, his account booklet, or the Bank's web page. This information shall be provided on a special printed mandate form given to him for completion by his Payee, which the Customer fills out, signs and submits back to the creditor (Creditor Mandate Flow - CMF). For B2B (Business to Business) products, the Customer is required to submit to the Bank a signed notification of such mandate prior to the execution of any debit transactions. In addition, the Customer, in agreement with specific payees, may give his mandate directly to the Bank (Debtor Mandate Flow - DMF). In any case, the combination of the Payer's IBAN, the Payee's code and the mandate reference code shall be considered as the unique identifier.

6.3.4.2. a. The payment order is irrevocable once transmitted to the Payee or once the Payer's consent to the execution of the payment transaction has been provided.

b. The Customer consents to the execution of the payment transactions in accordance with the process described in article 6.3.4.1.

The Customer-payer can (without prejudice to refund rights) revoke the payment order at the latest by the end of the business day prior to the date agreed for the charging of the funds.

When the payment transaction is initiated by the Payee or through him and in case of direct debit, after the lapse of the time limit specified in the previous paragraph, i.e. after the lapse of the business day prior to the date agreed for the charging of the funds, the Payee's consent is also required for the revocation of the payment order.

The cost of revoking a mandate is posted on the Bank's Rates & Charges.

In any case, the Payer is entitled to contact his Bank and declare refusal of the next direct debit, or complete revocation of a specific mandate.

6.3.4.3. The deadlines for receiving debit orders are to be agreed between the Bank and the payees or the settlement systems. The Bank, as payment services provider of the Payer (Customer), makes available the amount of the payment transaction to the Payee or the Payee's Bank at the date the Payer's account is debited. The Bank, as the Payee (Customer) payment services provider, transmits a payment order initiated by the Payee or through the Payee to the Payer payment services provider within the time limits agreed with the Payee, enabling settlement, as far as direct debit is concerned, on the agreed due date.

6.3.4.4. The Bank performs the debiting of accounts on the payment date as specified by the Payee. If the account balance is insufficient on the payment date specified by the Payee (at least equivalent to the amount due plus any standard fees and charges), the debit order is returned to the Payee as unpaid. The Bank does not need to notify the Customer-payer regarding non-payment, since this is evident from the absence of a respective entry on his account statement.

6.3.4.5. The Customer-payer may set additional terms regarding the debit, such as limits on debit amounts per mandate, mandate's due date, frequency, limitation to payees that can be served. The said additional terms shall be notified in writing to the Bank.

6.3.4.6. The Customer-payer has been notified that the Bank, on the basis of its regulatory obligations, carries out controls in line with AML/CFT and anti-fraud policy, as well as in compliance with European and international financial and trade sanctions, and takes appropriate action, as the case may be, including due diligence measures.

Also, the Customer-payer has been notified that the Bank shall provide information regarding the payment as part of an investigation that any involved bank is entitled to conduct on the basis of the applicable regulatory framework.

6.3.5. Cash placed on a payment account

When the Customer-payment services user, who is a consumer in the sense of article 6.2.9. hereof or a micro enterprise in the sense of article 6.2.10. hereof, places cash on a payment account held with the Bank in the currency of the said account, the Bank ensures that the amount shall be available with value date immediately after the time of receipt, provided there is no reason to block the amount subject to the applicable legal and regulatory framework. When the Customer-payment services user is not a consumer in the sense of article 6.2.9. hereof or a micro enterprise in the sense of article 6.2.10. hereof, the amount shall be available with value date at the latest on the next business day following receipt thereof, provided there is no reason to block the amount subject to the applicable legal and regulatory framework.

6.3.6. Cash withdrawal from a Payment Account

When the Customer-payment services user withdraws cash from a payment account held with the Bank, the Bank ensures that the value date of the debit entry into the payment account shall not be prior to the time when the said account is debited with the amount of the payment transaction.

## **General terms of payment**

### ***Debits, interest rates and exchange rates***

6.4. The fees and charges which the Customer must pay the Bank are posted on the Bank's official Rates and Charges, which can be obtained from its branches or viewed on its website at: [www.nbg.gr](http://www.nbg.gr)

6.5. The various respective agreements between the Customer and the Bank make particular reference to the level of interest rate on the payment account, its fluctuation and adjustment, and the procedure by which the Customer is notified of such.

As regards currency exchange rates, the following apply:

If the payment currency is different from the account currency, the Bank undertakes to perform the relevant currency conversion:

- If the amount to be converted is lower than the equivalent of €12,500, the conversion is performed on the basis of the official currency conversion rates announced by the Bank. These can be obtained from the Bank's branches or viewed on its website ([www.nbg.gr](http://www.nbg.gr)) and the daily press.

- If the amount to be converted is higher than the equivalent of €12,500 a special price can be offered in agreement with the Customer. The method for calculating this price comprises a part of the specific agreement.

A special commission is charged on any currency conversion: see the Bank's Rates & Charges.

### **Communication & Information**

- 6.6.** After debiting the Customer's account or the receipt of the payment order, the Bank shall provide the Customer-payer without undue delay with the following information:
- a reference enabling the Customer-payer to identify each payment transaction and, where appropriate, information relating to the Payee;
  - the amount of the payment transaction in the currency in which the Payer payment account is debited or in the currency used for the payment order;
  - the amount of any charges for the payment transaction and, where applicable, a breakdown thereof, or the interest payable by the Customer-payer;
  - where applicable, the exchange rate used in the payment transaction by the Bank, and the amount of the payment transaction following that currency conversion; and
  - the debit value date or the date of receipt of the payment order.
- 6.6.a.** After the execution of the payment transaction, the Bank shall provide the Customer-payee without undue delay with the following information:
- the reference enabling the Customer-payee to identify the payment transaction and the Payer, and any information transferred with the payment transaction;
  - the amount of the payment transaction in the currency in which the Customer-payer payment account is credited;
  - the amount of any charges for the payment transaction and, where applicable, a breakdown thereof, or the interest payable by the Customer-payee;
  - where applicable, the exchange rate used in the payment transaction by the Bank, and the amount of the payment transaction before that currency conversion; and
  - the value date of the credit entry.
- 6.6.b.** The information provided under articles 6.6. and 6.6.a. hereof shall be given by the Bank to the Customer in easily understandable words and in a clear and comprehensible form in English, on paper or another durable medium, free of charge and once every three months. The Customer is entitled to request that the information referred to article 6.6. hereof be provided or made available periodically once a month, free of charge and in writing or other durable medium enabling the Customer to store information and reproduce verbatim such information.
- 6.6.c.** The Customer can obtain information regarding payment transactions either from the Bank's branches or through correspondence sent to him or by using the Bank's alternative channels, such as Internet Banking, Phone Banking and ATMs. When using alternative channels, special technical devices are needed, as set out in special individual contracts entered into by the Customer with the Bank.
- 6.7.** Information on account activity can be obtained from the Bank's branches, during transaction hours displayed at all NBG branches, or via alternative channels such as Internet Banking, Phone Banking and ATMs on a 24/7 basis. Information on account activity is available as soon as transactions have been completed.
- The Customer is alternatively notified of his payment account activity as follows:
- through monthly i-statements via Internet Banking, when the issue of such account statement is provided for, or
  - through quarterly or monthly copy of account statements at the Customer's registered contact address or the Branch where the account is held (when the issue of such statement is provided for); or
  - by updating his account booklet at any branch of the Bank;
- Also, the Customer is entitled to request:
- a copy of his account statement at any branch of the Bank within the Bank's official transaction hours displayed at all NBG branches;
  - a full printout of the details of a specific transaction at any branch; If transactions are carried out at the branch at the request of the Customer, the full details of the payment transaction are recorded on the transaction voucher given to him. If the transaction is carried out without the physical presence of the Customer (e.g. an incoming credit is received or a direct debit is made), the Bank provides the Customer with full details of the transaction afterwards should the Customer request such.
- In addition, if the Customer makes use of such services he can obtain information on his account activity through:
- Internet Banking, the Bank's online service;

- Phone Banking, the Bank's telephone service;
- ATM, using the card and PIN provided by the Bank.

6.8. The language of communication is Greek.

6.9. The Customer is entitled to receive, at any time, on request, the contractual terms of this framework agreement, and information and terms of Article 52 of Law 4537/2018 in printed form or in another durable medium.

**Security measures and corrective measures**

6.10. a. The Customer shall duly look after and keep safe the payment instruments given to him by the Bank (e.g., cards, etc.) and use them subject to the terms governing their issue and use. Likewise, the Customer shall never disclose secret codes (e.g. PIN & Passwords) to anyone whatsoever, including even Bank staff, and as soon as the Customer receives the payment instrument he shall take all reasonable measures to keep his unique identifiers safe. Detailed instructions on measures for secure safekeeping of payment instruments and the terms governing their issue and use are set out in the relevant contracts concerning specialized transaction channels.

b. The Customer shall notify the Bank without undue delay on becoming aware of loss, theft, embezzlement or misappropriation of the payment instrument or of its unauthorized use. The way in which the Customer notifies the Bank of the loss of such payment instruments (e.g. card etc.) and the secure procedure followed by the Bank in order to notify the Customer-payment services user in the event of suspected or actual fraud or security threats is set out in the relevant agreements concerning specialized transaction channels.

**6.11. Issue of payment instruments and limits on their use**

6.11.1. When the Bank issues a payment instrument it undertakes the following obligations:

a. to ensure that the personalized security credentials are not accessible to any other party except for the legal payment services user of the payment instrument, in compliance with the obligations of the Customer-payment services user as per the article 6.10 hereof.

b. to refrain from sending an unsolicited payment instrument, except where a payment instrument already given to the Customer-payment services user, is to be replaced;

c. to ensure that appropriate means are available at all times to enable the Customer-payment services user to make a notification pursuant to the first subparagraph of article 6.10.b. hereof or request for unblocking the payment instrument pursuant to the last subparagraph of the first paragraph of article 6.11.3.b. hereof.

to provide, on request, and for eighteen (18) months as of the notification of article 6.10 hereof, the Customer-payment services user with the means to prove that he has indeed made such notification.

d. to enable the Customer-payment services user to make a notification free of charge as per article 6.10. hereof, and charge only the replacement of the payment instrument.

e. to prevent any use of the payment instrument once notification pursuant to article 6.10.b. hereinabove has been made.

6.11.2. The Bank shall bear the risk of sending a payment instrument to the Customer-payment services user or of sending any personalized security features thereof.

6.11.3. a. There is no general maximum spending limit for services under 6.3.1 and 6.3.2 hereinabove. Limits on the maximum amount may apply depending on the payment instrument used (e.g. ATM, Internet Banking), when accompanied by the consent of the Customer. In any case, such restrictions and transaction amount limits are set out in the various individual agreements signed between the Customer and the Bank regarding the use of alternative payment instruments.



b. The Bank reserves the right to block the payment instrument for objectively justified reasons related to the security of the payment instrument, the suspicion of unauthorized or fraudulent use of the payment instrument or, in the case of a payment instrument with a credit line, with a significantly increased risk that the Payer may be unable to fulfil his liability to pay. In such cases the Bank shall inform the Customer of the blocking of the payment instrument and the reasons that dictate the necessity of this action in an agreed manner, where possible, before the payment instrument is blocked and at the latest immediately thereafter, unless giving such information would compromise objectively justified security reasons or is prohibited by any other relevant Community or national legislation. The Bank shall unblock the payment instrument or replace it with a new payment instrument once the reasons for blocking no longer exist.

The Bank as account payment services provider is entitled to refuse to an account information service provider or a payment initiation service provider access to a payment account, based on objectively justified and adequately proved reasons concerning unauthorized or fraudulent access to a payment account, including unauthorized or fraudulent initiation of a payment transaction whether from a payment account information service provider or a payment initiation service provider. In such cases, the Bank, as account payment services provider, notifies the Payer on the access denial and the relevant reasons, as agreed. Such notification is provided to the Payer, if possible, prior to such denial of access to the payment account and, at the latest immediately thereafter, unless the said notification clashes with objectively justified security reasons or is prohibited by the applicable Community or national legislation. The Bank, as payment account service provider, allows access to the payment account when the reasons for the access denial no longer exist.

c. In addition, the Bank has the right to suspend the use of the payment instrument subject to the applicable regulatory provisions and the adopted AML/CFT Policies and procedures, as well as policies and procedures for the prevention of financial and other services provision to individuals and/or countries subject to international financial and trade sanctions.

#### **Liability of the parties hereto**

**6.12.** a. In the event of an unauthorized payment transaction and subject to the provision of article 6.15. hereinbelow, the Bank, on the basis of its findings or notification, refunds the amount of the unauthorized transaction immediately and in any case at the latest by the end of the next business day, unless the Bank has reasonable suspicion of fraud and notifies in writing such reasons to the competent national authority (General Secretariat of Commerce and Consumer Protection of the Ministry of Economy and Development). If any such indication exists, the Bank restores the debited payment account to its previous state and also ensures that the value date of the credit entry to the payment account of the Customer-payer is not later than the date of the debit entry with the amount of the payment transaction.

In the event that the payment transaction has been initiated through a payment initiation service provider, the Bank, as payment account service provider, shall immediately refund to the Customer the payment amount and in any case by the end of the next business day the amount of the unauthorized payment transaction, and accordingly reverse the debit entry in the payment account to restore the debited payment account to its previous state.

b. Any further financial compensation may be determined if such right is provided for by the law governing the present agreement (i.e. the Greek).

**6.13.** a. Subject to the provisions of articles 6.15., 6.16. (first and second paragraphs) and 6.18. hereof, when the payment order is initiated by the Payer, the Bank as the Payer payment services provider, shall be liable to the Payer for the correct execution of the payment transaction, unless the Bank can prove to the Payer and, where required, to the Payee payment services provider that the latter has received the amount of the payment transaction within the agreed deadline. In this event, the Payee service provider shall be liable to the Payee for the correct execution of the payment transaction.

Where the Bank, as the Payer payment services provider, is liable under the provisions of the first subparagraph of the present article 6.13.a), it shall refund to the Payer, without undue delay, the amount of the non-executed or incorrectly executed payment transaction and, where applicable, restore the debited payment account to its previous state. The value date of the credit entry in the Payer payment account shall not be later than the date the relevant amount of the payment transaction is debited.

Where the Bank is liable as the Payee payment services provider according to the provisions of article 6.13.a) hereinabove, it shall immediately place the payment amount at the Payee's disposal and, where applicable, credit the corresponding amount to the Payee payment account. The value date of the credit entry in the Payee payment account shall not be later than the value date of the amount credited in the relevant account in case of correct execution of the transaction payment, in line with the articles hereof. If the execution of a payment transaction is delayed, the Bank, as payment services provider, ensures, upon a request of the Payer payment services provider acting on behalf of the Payee, that the value date of the credit entry in the Payee payment account shall not be later than the value date the amount is debited into the respective payment account in case of correct execution of the payment transaction.

In case of a non-executed or defectively executed payment transaction where the payment order is initiated by the Payer, the Bank as the Payer payment services provider, upon request and irrespective of any liability set forth in this paragraph, shall make immediate efforts to trace the payment transaction and notify the Payer of the outcome. Such case does not incur any charges for the Payer.

b. Subject to the provisions of articles 6.15., 6.16. (first and second paragraphs) and 6.18. hereof, when the payment order is initiated by the Payee or through him, the Bank as the Payee payment services provider is liable to the Payee for the correct transmission of the payment order to the Payee payment services provider within the deadline agreed between the Bank and the Payee, enabling settlement, as far as direct debit is concerned, on the agreed due date.

If the Bank, as payment services provider, is liable under the provisions of the previous subparagraph, it shall immediately retransmit the said payment order to the Payer payment services provider. In case the transmission of the payment order is delayed, the amount shall have a value date in the Payee payment account not later than the value date of the credit entry as if the payment transaction had been correctly executed.

Subject to articles 6.15., 6.16. (first and second paragraph) and 6.18. hereinbelow, if the Bank is liable to the payee for the execution of the payment transaction according to the obligations as per the provisions of this agreement regarding the credit value date and the availability of the corresponding amount, the Bank shall ensure that the amount of the payment transaction is at the payee's disposal as soon as it is credited to the Bank's account. The value date of the amount in the payee payment account shall not be later than the value date of the credit entry as if the payment transaction had been correctly executed.

In the case of a non-executed or defectively executed payment transaction for which the Bank as the Payee payment services provider is not liable under the first or second subparagraph of article 6.13.b., the Payer payment services provider shall be liable to the Payer and shall refund to the Payer, as appropriate and without undue delay, the amount of the non-executed or defectively executed payment transaction and restore the debited payment account to its previous state. The value date of the debit entry in the Payer payment account is not later than the date when the payment transaction amount is debited.

The obligation under the fourth paragraph of article 6.13.b) hereof does not apply to the Payer payment services provider, once the Payer payment services provider provides evidence that the Payee payment services provider has received the amount of the payment transaction even if the payment transaction has been executed with delay. In such case, the Payee payment services provider determines the value date of the amount in the Payee payment account that shall be no later than the value date of the credit entry as if the payment transaction had been correctly executed.

If the payment order is initiated by the Payee or through him and the payment transaction is not executed or is defectively executed, the Bank as the Payee payment services provider, on request and irrespective of the liability under article 6.13.b., shall attempt immediately to trace the payment transaction and shall notify the Payee regarding the outcome. The latter is not charged for the actions specified in the present subparagraph.

c. The Bank as payment services provider shall be liable against the Customer-payment services user for any charges it is responsible for, as well as for any interest arising as a result of non-execution or defective execution, including delayed execution, of a payment transaction.

d. 1. When the payment order is initiated by the Customer-payer through a payment initiation service provider, the Bank as payment account service provider refunds to the Customer-payer, subject to articles 6.15. and 6.16. (first and second paragraph) hereof, the amounts of the non-executed or defectively executed payment transaction and, where applicable, restores the debited payment account to its previous state.

The payment initiation service provider bears the burden of proving that the payment order was received by the Bank as the Customer-payer payment account service provider, and that, in the context of his responsibility, it was authenticated, accurately recorded and not affected by a technical breakdown or other deficiency related to its non-execution, defective or delayed execution.

2. If the payment initiation service provider is liable for non-execution, defective or delayed execution of the payment transaction, the same shall provide compensation immediately, on relevant request, to the payment account service provider for losses incurred or amounts paid as a result of the refund to the Payer.

**6.14.**

a. In deviation from the articles 6.12.a. and 6.12.b. hereof, the Customer-payer shall bear any losses, up to a maximum of €50, relating to unauthorized payment transactions carried out with the use or misappropriation of a lost or stolen payment instrument. The said obligation does not apply provided that: (a) the loss, theft or misappropriation of the payment instrument could not be detected by the Payer prior to the payment unless the Payer acted fraudulently; or (b) the damage incurred by actions or omissions of an officer, representative or branch of the Bank, as payment services provider, or an entity to which the Bank-payment services provider had assigned its operations.

b. The Customer-payer shall bear all losses relating to any unauthorized payment transaction, if these losses arise from fraudulent actions or from failure to fulfil one or more obligations either deliberately or through gross negligence, in accordance with the article 6.10. hereinabove.

In such cases, the maximum amount quoted in the first subparagraph of article 6.14.a. hereof does not apply.

If the Bank as the Payer payment services provider does not require the Customer's strong identification, the Customer-payer is not liable for any financial consequences unless he acted fraudulently. In the event that the Payee or the Payee payment services provider is unable to accept the Customer's strong identification, the same undertakes to compensate the Bank as the Payer payment services provider for the financial loss incurred.

c. As of the moment the Bank is notified as per article 6.10.b) hereof, the Customer-payer shall not bear any financial consequences resulting from the use of a lost, stolen or misappropriated payment instrument, unless the Customer-payer has acted fraudulently.

d. If the Bank as payment services provider does not provide the Payer with all appropriate means to report, at any time, a lost, stolen or misappropriated payment instrument, as per article 6.10.b. hereinabove, the Customer-payer is not liable for any financial consequences resulting from the use of the said payment instrument, unless he has acted fraudulently.

**6.15.** The Customer-payment services user is entitled to request the compensation of an -unauthorized or incorrectly executed payment transaction only if the Customer-payment services user:

- has notified the Bank, without undue delay, as soon as he is informed of any such unauthorized or incorrectly executed payment transaction giving rise to a compensation claim including that of articles 6.13.a., 6.13.b. and 6.13.c. hereof; and
- the compensation claim is submitted no later than thirteen (13) months after the account debit date.

In case that a payment initiation service provider is involved in the payment transaction, the Customer-payment services user is reimbursed by the account payment services provider in accordance with the first subparagraph of this term without prejudice to the articles 6.12.a (second paragraph) and 6.13.a. hereof.

**6.16.** If the unique identifier of the Customer-payment services user is incorrect, the Bank as payment services provider shall not be liable for non-execution or defective execution of a payment transaction in line with the articles 6.13.a), 6.13.b) and 6.13.c) hereof. However, the Bank as the Customer-payer payment services provider shall make reasonable efforts to recover the funds related to the payment transaction.

If recovery of the funds in line with the provisions of the previous subparagraph is not possible, the Bank as the Customer-payer payment services provider agrees to provide the Customer-payer, upon written request, with any available significant information, so that the Customer-payer can take all legal actions required for the recovery of funds.

The Bank as the Payer payment services provider shall charge the Customer for recovery of funds. Relevant charges are posted on the Bank's Rates & Charges available at the Bank's branches and on its website.

If the Customer- payment services user provides additional information, except for the information required by the Customer-payment services user under the provisions of the present agreement, concerning the correct initiation or execution of the payment order (including the information under articles 6.3.1.1., 6.3.2.1. and 6.3.3.1. hereof), the Bank as payment services provider is liable only for the execution of payment transactions in accordance with the unique identifier provided by the Customer-payment services user.

**6.17.** For the purposes of executing the payment transactions, the Customer is aware of and declares the following: a) the transactions carried out following his orders do not contradict the applicable provisions and laws including the AML/CFT legislative and regulatory framework; b) that he shall furnish the documentation required for any transaction, as the case may be, in original or certified copies; c) the Bank is entitled to cancel the transaction if it becomes aware of any actions on the part of the Customer that do not comply with the applicable legislative and regulatory framework. The Customer further accepts and agrees that the Bank shall bear no responsibility against the Customer or any third party, for any delays in the completion of transactions for actions taken by the Bank or its correspondent in compliance with the applicable legislative and regulatory framework, in particular with the AML/CFT legislative and regulatory framework in the context of European and international financial and trade sanctions, as well as under the orders or provisions of the Public or Judicial Authorities.

**6.18.** The Bank shall bear no responsibility in case of unusual and unforeseen circumstances, beyond the Bank's control and whose consequences could not be avoided despite every effort, nor shall the Bank be held responsible when it is bound by other legal requirements provided for in Community or national legislation, as well as the orders/provisions of the Public and Judicial Authorities.

**6.19.** The Customer-payer is entitled to request refund from the Bank as the relevant payment services provider, of an authorized payment transaction initiated by or through the Payee which has already been executed, if the following conditions are cumulatively met:

- (a) the exact amount of the payment transaction was not specified when the authorization was granted; and
- (b) the amount of the payment transaction exceeds the amount the Customer-payer could reasonably have expected, taking into account:
  - i) his previous usual expenses;
  - ii) the terms of this framework agreement; and
  - iii) the conditions related to the transaction.

Following the request of the Bank as payment services provider, the Customer-payer shall bear the burden of proof as regards the fulfilment of the aforementioned conditions.

The liability of refund, in accordance with the present article, concerns the full amount of the executed payment transaction. The value date of the credit entry in the Customer-payer payment account is not later than the date when the amount of the payment transaction was debited.

Subject to the last subparagraph of the present article 6.19., the Customer-payer has, further to the right included in the first subparagraph of article 6.19. herein regarding direct debits in the sense of article 1 of the Regulation (EU) No. 260/2012 “establishing technical and business requirements for credit transfers and direct debits in euro and amending Regulation (EC) No 924/2009”, the unreservedly right to refund within the time period as provided for in article 6.20. hereof.

However, for the purposes of point (b) of the first subparagraph of article 6.19. hereof, the Customer-payer is not entitled to invoke currency conversion reasons if the reference exchange rate, agreed with the Bank, was applied.

The Customer-payer is not entitled to request a refund if: (a) the Customer-payer has given his consent to execute the payment transaction directly to the Bank, as his payment services provider and (b) depending on the case, information on the future payment transaction has been provided or made available in an agreed manner to the Customer-payer by the Bank as payment services provider or the Payee at least four (4) weeks before the due date.

**6.20.** The Customer-payer is entitled, subject to article 6.19. hereof, to request a refund of an authorized payment transaction initiated by or through a Payee within eight (8) weeks of the date on which his payment account was debited with the relevant funds.

Within ten (10) business days of receiving a refund request, the Bank as payment services provider shall (a) either refund the full amount of the payment transaction, (b) or provide justification for refusing the refund stating that if the Customer-payer does not accept such justification, he may refer the matter to the authorities as per articles 6.25., 6.26. and 6.27. hereof.

In the case of the fifth subparagraph of article 6.19. hereof, the Bank as a payment services provider has no right to refuse the refund of funds in accordance with the second subparagraph of article 6.20 hereof.

**6.21.** In the event that the Customer - payment services user denies having authorized an executed payment transaction or claims that the payment transaction was not correctly executed, the Bank as the relevant payment services provider shall prove that the payment transaction was authenticated, accurately recorded, entered in the accounts and not affected by a technical breakdown or other deficiency of the service provided by the Bank as payment services provider.

If the payment transaction is initiated by the payment initiation service provider, the said provider bears the burden of proving that, within the scope of its responsibility, the payment transaction was authenticated, accurately recorded and not affected by a technical breakdown or other deficiency related to the undertaken payment services.

If the Customer-payment services user denies having authorized an executed payment transaction, the use of payment instrument registered by the payment services provider including the payment initiation service provider as the case may be, is not itself sufficient proof that the Customer-payer has authorized the payment transaction or has acted fraudulently or has not fulfilled, whether wilfully or out of gross negligence, one or more of his obligations in line with article 6.10. hereof. The payment services provider including, as the case may be, the payment initiation service provider agrees to provide proof of fraud or gross negligence on behalf of the Customer-payment services user.

#### ***Amendment and termination of the framework agreement***

**6.22.** a. Any amendment of a term in the framework agreement is proposed by the Bank to the Customer in printed form or in another durable medium at least 2 months before the proposed commencement of their enforcement. The Customer-payment services user can accept or reject such amendments before the proposed commencement of their enforcement. The Customer is deemed to have accepted the said amendments to the articles hereof, unless he notifies in writing the Bank that he does not accept them before the date of their proposed entry into force. In such event the Customer is entitled to terminate the framework agreement as of any date up to the enforcement date of the amendment.

b. Changes in interest or exchange rates may be applied immediately and without notice, provided that such changes are based on the reference interest or exchange rates agreed on in a previous general update or, at all events, if same is especially provided for under the individual relevant contracts of the Customer. The Customer-payment services user shall be informed of any change in interest rate via information leaflets available at the Bank's branches, press releases or relevant announcement on the Bank's website [www.nbg.gr]. However, changes in interest or exchange rates which are more favorable to the Customer may be applied without notice.

**6.23.** The present framework agreement is of indefinite term.

**6.24.** a. The Customer may terminate the framework agreement by giving one-month's written notice. The Customer is not charged for the termination of the framework agreement unless the framework agreement has been in effect for less than six months.

- 6.24 b. The Bank may terminate this framework agreement by giving at least a two-month written notice.

Charges for the provision of payment services debited on a regular basis shall be paid by the Customer only pro rata up to the time the contract is terminated. If such charges have been paid in advance, they shall be refunded pro rata.

### ***Dispute Settlement***

- 6.25. The present framework agreement is governed by Greek law and chiefly by the provisions of Law 4537/2018 (Government Gazette A84/15.5.2018). Any dispute that may arise from or relate to this framework agreement shall be subject to the jurisdiction of the competent Greek courts.

The Bank implements appropriate procedures that are available on its website, to promptly and effectively deal with the complaints filed. To this end, the Bank has established the Sector for Governance of Customer Issues to deal with the complaints filed. In this context, if Customers have any complaints arising from Law 4537/2018 and the articles of the present framework agreement that are related to such rights and obligations, they can contact:

- the relevant staff at the Bank's branches
  - 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 e-mail to [customer.service@nbg.gr](mailto:customer.service@nbg.gr);
- by sending a letter or the relevant form available at all NBG Branches by mail to: National Bank of Greece, Sector for Governance of Customer Issues, Sofokleous 2, 105 59Athens.

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

The Bank shall make every possible effort to respond in writing or any other durable means within a reasonable period of time and, in any case, within the deadline set by the applicable legislative and regulatory framework. If further investigation is required, the Bank shall notify accordingly the Customer-payment services user by sending an interim answer.

- 6.26. Furthermore, for any dispute or contention, the User can use the special out-of-court redress procedures by contacting alternative resolution bodies such as the Hellenic Financial Ombudsman, Massalias 1, GR 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, 114 71 Athens, Tel.: +30 210 6460862, website: [www.synigoroskatanaloti.gr](http://www.synigoroskatanaloti.gr), or on the Online Dispute Resolution platform (<https://webgate.ec.europa.eu/odr>) for cases of online agreements. 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); please also note that the Customer is able to opt for legal resolution of his dispute.
- 6.27. The Customer-payment services user and other interested parties, including consumer associations, are entitled to submit complaints to the General Secretariat of Commerce and Consumer Protection of the Ministry of Economy and Development, Plateia Kanigos, 101 81 Athens, call center: +30 210 3893000, webpage: [www.gge.gov.gr](http://www.gge.gov.gr), regarding alleged infringements by the Bank of the provisions of articles 38-102 of Law 4537/2018 concerning the transparency of terms and the notification obligations governing the payment transactions and the rights and obligations concerning the provision and use of payment services (except for the provisions included in paragraph 6 of article 68 and the articles 94-96 of Law 4537/2018) and the relevant articles of the present framework agreement.

### ***Other provisions of the agreement***

- 6.28. a. The Bank shall not charge the Customer-payment services user for the fulfilment of its notification obligations or for corrective and preventive measures that should be taken in accordance with Articles 61-101 of Law 4537/2018 unless otherwise set out in Law 4537/2018.
- b. Charges for the provision, on Customer's request, of additional or more frequent information, or transmission by means of communication other than those specified in article 6.7. hereof, are set out in the Bank's Rates & Charges available at the Bank's branches and on its website.
- 6.29. The payments are executed in the currency agreed by all parties. Where a currency conversion service is offered prior to the initiation of the payment transaction and where that currency conversion is offered at ATMs, at the point of sale or on behalf of the Payee, the party offering the currency conversion service to the Customer shall disclose to the Customer-payer all relevant charges, as well as the exchange rate to be used for the conversion. The Customer shall agree to the currency conversion service on that basis.
- 6.30. If Customer-payment services user is not a consumer in the sense specified in article 6.2.9. or a micro enterprise in the sense specified in article 6.2.10. hereof, the provisions of Law 4537/2018 and respectively the terms of this agreement listed hereinbelow concerning the following issues, may not apply:

- time period within which notification of unauthorized or incorrectly executed payment transactions should be made (Article 71.1 of Law 4537/2018 and article 6.15. hereof). Accordingly, it is hereby agreed that in article 6.15. hereof the words “eight (8) weeks” and not “thirteen months” shall apply;
- the Bank’s liability as account payment services provider in case of payment initiation services, for non-execution or defective execution of payment transactions (Article 89, paragraph 1 of Law 4537/2018 and article 6.13.d)1. hereof);
- the burden of proof regarding authentication and execution of a payment transaction (article 72 of Law 4537/2018 and article 6.21. hereof); Accordingly, it is agreed that the Customer-payment services user, who is not a consumer in the sense of article 6.2.9. or a micro enterprise in the sense of article 6.2.10. hereof, shall bear the burden of proof regarding authentication and execution of a payment transaction for the cases under Article 72 of Law 4537/2018.
- the refunds and requests for refund in cases of payment transactions initiated by the Payee or through him (Articles 76 and 77 of Law 4537/2018 and articles 6.19. and 6.20. hereof);
- the Customer’s (payer’s) liability for non-authorized payment transactions (first subparagraph of Article 74.1. of Law 4537/2018 and article 6.14.a. hereof). Accordingly, it is hereby agreed that if the Customer-payment services user is not a consumer in the sense of article 6.2.9. or a micro enterprise in the sense of article 6.2.10. hereof, the liability limits of the Customer-payer as per article 6.14.a. hereof shall not apply.

Any special terms applying to the above issues shall be individually agreed in writing between the Bank and the Customer whether non-consumer or non-micro enterprise.

### 6.31. LOW VALUE PAYMENT INSTRUMENTS AND ELECTRONIC MONEY

For cases of low value payment instruments and electronic money set out hereinbelow and in particular:

- ❖ Low value payment instruments (concerning exclusively various payment transactions that do not exceed €30 or with a spending limit or limit for storing funds never exceeding €150);
- ❖ Electronic money (storing funds that do not exceed €150)

Or for local payment transactions

- ❖ Low value payment instruments (concerning exclusively various payment transactions that do not exceed €60 or with a spending limit or limit for storing funds never exceeding €300);
- ❖ Prepaid payment instruments [storing funds that do not exceed €300],  
the following are agreed:

1. As regards low value payment instruments and electronic money the Bank shall provide the Customer-payer only with information on the main features of the payment services, including the way in which the payment instrument can be used, liability, charges levied and other material information needed to take an informed decision as well as an indication of where any other information and conditions specified in prior general information are available in an easily accessible manner.
2. For the said payment instruments, the Bank shall not be required to propose changes in the conditions of the framework agreement in the manner specified in article 6.22. hereof.
3. It is agreed that in deviation from the articles 6.6., 6.6.a. and 6.6.b. (information for the payer/payee after the execution of a payment transaction):
  - i) the Bank shall provide or make available only a reference enabling the Customer-financial services user to identify the payment transaction, the amount of the payment transaction, any relevant charges and/or, in the case of several payment transactions of the same kind made to the same Payee, information only on the total amount and charges for those payment transactions;
  - ii) the Bank shall not be required to provide or make available information referred to in point i) if the payment instrument is used anonymously or if the Bank is not otherwise technically in a position to provide it. However, the Bank shall provide the Customer-payer with an opportunity to verify the amount of funds stored.
4. If the payment instrument can not be blocked or if the use thereof cannot be avoided:
  - A. The Customer is not required to notify, without undue delay, the Bank on becoming aware of theft, loss, misappropriation or unauthorized use of the payment instrument.
  - B. The Bank is not obliged to ensure that the Customer has the appropriate means at all times that enable the Customer to notify the Bank on becoming aware of any loss, theft or misappropriation of the payment instrument or of its unauthorized use or to request its unblocking. Also, the Bank is not obliged to provide for such notification on the part of the Customer free of charge and (is not obliged) to charge only the replacement cost of the financial instrument.
  - C. The Customer shall bear any financial consequences of the unauthorized payment transactions resulting from the use of the lost, stolen or misappropriated payment instrument.

5. If the payment instrument is used anonymously or the Bank is not in a position for other reasons intrinsic to the payment instrument to prove that a payment transaction is authorized, articles 6.12.a., 6.12.b., 6.14.a., 6.14.b., 6.14.c., 6.14.d. and 6.21. hereof shall not apply.
  6. The Bank is not required to notify the Customer of its refusal to execute a payment order, if the reason for non-execution is patently clear on the basis of the circumstances of the specific case.
  7. The Customer may not revoke the payment order after transmitting the payment order or giving his consent to the Payee to execute the payment order.
  8. Other execution periods besides the applicable, apply for the Payee payment account and for the availability of funds to the Payee where the Payee does not have a payment account.
  9. Articles 6.12.a., 6.12.b., 6.14.a., 6.14.b., 6.14.c., 6.14.d. hereof on the Bank's and the Customer's liability for unauthorized payment transactions shall not apply to electronic money, within the meaning of Article 10.1. of Law 4021/2011, if the Bank does not have the ability to freeze the account where the electronic money is held or block the payment instrument.
- 6.32. Personal Data Processing:** For the purposes of executing this Agreement, the Bank as Controller collects, maintains and processes personal data of the Customer in accordance with the applicable European and national laws and regulations. The Bank's Statement Regarding the Protection of Personal Data ("Privacy Policy") shall apply in respect of the collection, maintenance and processing in general of personal data of the Customer. The said Statement is available at the Bank's branches and on its website: [www.nbg.gr](http://www.nbg.gr).
- 6.33.** The articles hereof, as regards the terms and conditions of payment services, prevail over any contrary prior agreement entered into between the parties hereto.