



# GENERAL TERMS OF TRANSACTIONS

## CONTENTS

1. SUBJECT – VALIDITY – BINDING NATURE .....	3
2. DEFINITIONS .....	3
3. IDENTIFICATION, LEGALIZATION, REPRESENTATION, LEGAL CAPACITY, AND CONTACT INFORMATION OF THE CUSTOMER .....	5
4. COMMUNICATION .....	7
5. DEPOSITS .....	7
6. CARD TRANSACTIONS .....	11
7. INFORMATION TO CUSTOMER /BANK ACCOUNT STATEMENTS.....	13
8. CHARGES – TAXES – FEES – LEVIES.....	15
9. SAFE – DEPOSIT BOXES.....	15
10. RECORDING OF PHONE CONVERSATIONS .....	15
11. CHEQUES .....	16
12. PAYMENT ORDERS .....	17
13. E-BANKING.....	22
14. SUBMISSION – HANDLING OF COMPLAINTS / REQUESTS .....	23
15. TERM-TERMINATION OF CONTRACT-CLOSING OF ACCOUNT .....	23
16. AMENDMENT OF CONTRACT.....	24
17. FINAL TERMS .....	24
18. PROCESSING OF PERSONAL DATA.....	25
19. APPLICABLE LAW-DISPUTE RESOLUTION-COMPETENT SUPERVISORY AUTHORITIES .....	25

## GENERAL TERMS OF TRANSACTIONS

### 1. SUBJECT – VALIDITY – BINDING NATURE

**1.1.** The following General Terms of Transactions (hereafter “GTT”) constitute a framework contract, the terms of which govern, notwithstanding the provision of paragraph 1.3. below, any contractual or transactional relationship of the société anonyme under the trade name “ATTICA BANK S.A” with G.E.MI. (General Commercial Register) No. 255501000 and which has its registered seat in Athens, Palaion Patron Germanoy 3-5 Str., (hereafter “The Bank”), with its Customers.

**1.2.** The present GTT apply to deposit accounts held with the Bank in Euro, in the currency of a Member State of the European Union, outside the Eurozone, and to deposit accounts in any other currency, as well as to all transactions and in general to the legal relationships of the Customer with the Bank.

**1.3.** The present GTT which are posted on the Bank’s website ([www. pancretabank.gr](http://www.pancretabank.gr)) and which are available in printed form at its branches shall be supplemented with any specific terms or agreements of the Bank’s contracts for the individual products or/and services provided by the Bank to its Customer and shall constitute an indivisible whole therewith. In case of conflict between the terms of the GTT and the individual contracts, the latter shall prevail as more specific. The Customer is informed of the GTT at the beginning of its contractual relationship with the Bank or when submitting a request for the granting of any service or product of the Bank and declares in writing, or -where applicable- electronically, or in any other appropriate way determined by the Bank for that purpose, that it accepts them, while no further action is required and specifically without the need of its handwritten signature to be placed on the text of the present.

**1.4.** The terms herein apply to all Customers, unless otherwise specified for Customers who are not Consumers. The terms applicable to the Consumers, also apply to individual enterprises or Micro-enterprises.

### 2. DEFINITIONS

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

**2.1. Customer:** Natural or legal person or association of persons, with or without legal personality, who accepts the present terms and has any contractual or transactional relationship with the Bank. The concept of Customer includes any person, natural or legal, whether a consumer or not, as defined below, as well as any legal person or non-profit association and / or who does not engage in any type of

commercial, business activity, such as an association, an institution, a non-profit civil company, etc.

**2.2. Consumer Customer:** Any natural person who is acting for purposes which are not relevant to its commercial, business, or professional activity, in accordance with paragraph 1 of article 1a of Law 2251/1994 as amended by Law 4512/2018 and codified by the Ministerial Decision no. 5338/17.1.2018 of the Minister of Finance and Development, as well as any natural person who is not acting for commercial, business, or professional purposes, as far as payment service contracts are concerned, in accordance with paragraph 20 of article 4 of Law 4537/2018. The meaning of Consumer includes individual enterprises, as well as Micro enterprises.

**2.3. Micro enterprise:** An enterprise which, at the time of conclusion of the payment service contract, falls within the meaning of par. 2 of article 2 of Law 4308/2014, as in force.

**2.4. Non – Consumer Customer:** The Customer who does not fall within the meaning of Consumer or Micro enterprise, in accordance with paragraphs 2.2. and 2.3. above. Where necessary, in the context of the provision of payment services on behalf of the Bank, Customer and Non-Consumer Customer shall be distinguished in the sense herein provided, otherwise all provisions hereof shall bind the entire clientele of the Bank.

**2.5. Payer:** The natural or legal person who holds a payment account with the Bank and allows a payment order (placing, disposal, transferring or withdrawal of funds: Law 4537/2018 article 4 paragraphs 3 and 5) from that payment account or, where there is no payment account, the natural or legal person who gives a payment order, in the context of Remittances (par. 2.25 below).

**2.6. Recipient:** The natural or legal person who is the intended recipient of the funds which have been the subject of a Payment Transaction.

**2.7. Payment Service User:** The natural or legal person making use of a payment service in the capacity of Payer, Recipient, or both.

**2.8. Payment Service Provider:** The entities providing payment services, referred to in, paragraph 2a, of article 1 and article 34 of Law 4537/2018, to which the Bank also belongs.

**2.9. Deposit Account:** The deposit account of any kind (savings, current account) either in Euro, or in the other currencies of EU State Members or the EEA, or in any currency, held with the Bank in the name of one or more persons and is used for the conduct of payments within the meaning of paragraphs 2.11 and 2.12 below, in accordance with the terms of the present. A Term Deposit account (see par. 5.18) and any account which by its nature and / or

function does not allow Payment Transactions to be performed shall not be considered a Deposit Account for the present GTT.

**2.10. Payment Account:** The account held in the name of one or more Payment Service Users and used for the provision of Payment Services (paragraph 2.11 below) and the execution of Payment Transactions (paragraph 2.12 below).

**2.11. Payment Services:** the following business activities, in accordance with paragraph 3 of article 4 of Law 4537/2018:

**a)** Services enabling cash to be placed on a Payment Account as well as all the operations required for operating a

Payment Account,

**b)** Services enabling cash withdrawals from a Payment Account as well as all the operations required for operating a Payment Account,

**c)** Execution of Payment transactions, including transfers of funds on a payment account with the user's payment service provider or with another payment service provider:

(i) execution of direct debits, including one-off direct debits,

(ii) execution of payment transactions through a payment card or a similar device,

(iii) execution of credit transfers, including standing orders,

**d)** Execution of payment transactions where the funds are covered by a credit line for a Payment Service User:

(i) execution of direct debits, including one-off direct debits,

(ii) execution of payment transactions through a payment card or a similar device,

(iii) execution of credit transfers, including standing orders.

**e)** Issuing of payment instruments and/or acquiring of payment transactions,

**f)** Remittance Services,

**g)** Payment Initiation Services,

**h)** Account Information Services,

**2.12. Payment Transaction:** An act, initiated by the Payer or on his behalf or by the Recipient, of placing, transferring or withdrawing funds, irrespective of any underlying obligation between the Payer and the Recipient.

**2.13. Remote Payment Transaction:** A Payment Transaction initiated via internet or through a device that can be used for remote communications.

**2.14. Electronic Transaction Systems:** Any services made available to the Customer by the Bank with which the Customer may conduct transactions on its deposit accounts, through electronic networks and telecommunication devices and / or the internet, in combination with the use of a personal computer, mobile or landline telephone or any other suitable device indicated by the Bank at any time, without the physical presence of an employee of the Bank or any other system developed and made available by the Bank in the

future, as determined every time through the Bank's available channels.

**2.15. Payment System:** A funds transfer system governed by formal standardised arrangements and common rules for the processing, settling and / or accommodation of payment transactions.

**2.16. Direct Debit:** A payment service for debiting a payer's payment account, where a payment transaction is initiated by the Recipient based on the consent provided by the Payer to the Recipient, to the Recipient's Payment Service Provider or to the Payer's own Payment Service Provider.

**2.17. Payment Order:** Any instruction by the Payer or the Recipient to its Payment Service Provider requesting the execution of a Payment Transaction.

**2.18. Business Day:** A day on which the relevant Payment Service Provider of the Payer or the Payment Service Provider of the Recipient involved in the execution of a Payment Transaction or any other Payment Service Provider involved in the execution of a Payment Transaction is open for business as required for the execution of a Payment Transaction. In addition to national holidays and international payment system holidays, local holidays are not considered to be business days, especially for the Bank's local branches. For each particular Payment Transaction and / or depending on the instrument by which it is executed, a specific cut off time for the Bank's operations is set within the Business Day, beyond which the order for execution of the Payment Transaction is deemed to have been received the next Business Day. These cut-off times, as applicable from time to time, are available either at the Bank's branches or at its website [www.pancretabank.gr](http://www.pancretabank.gr), and constitute an integral part of the present GTT.

**2.19. Value Date:** A reference time designated by the Bank for the calculation of interest on the funds debited from or credited to a Payment Account.

**2.20. Credit Transfer:** The Payment Service for crediting the Recipients Payment Account with a Payment Transaction or a series of Payment Transactions from a Payer's Payment Account by the Payment Service Provider which holds the Payer's Payment Account, based on the Payer's order.

**2.21. Payment Instrument:** A personalized device and / or set of procedures agreed between the Payment Service User and the Payment Service Provider used in order to initiate a Payment Order.

**2.22. Payment Initiation Service:** The service for the initiation of a Payment Order at the request of the Payment Service User with respect to a Payment Account held with another Payment Service Provider.

**2.23. Account Servicing Payment Service Provider:** The Payment Service Provider providing and maintaining a Payment Account for the Payer.

**2.24. Payment Initiation Service Provider:** The Payment Service Provider providing Payment Initiation Services in accordance with paragraph 2.22. above.

**2.25. Remittance Service:** A Payment Service in which a Payer receives money without creating a Payment Account in the name of the Payer or the Recipient, for the sole purpose of transferring a corresponding amount to a Recipient or to another Payment Service Provider acting on behalf of the Recipient and / or where such funds are received on behalf of and are made available to the Recipient.

**2.26. Personalized Security Credentials:** Personalized features provided by the Payment Service Provider to a Payment Service User for the purposes of authentication.

**2.27. Authentication:** A procedure which allows the Payment Service Provider to verify the identity of a Payment Service user or the validity of the use of a specific Payment Instrument, including the use of the user's Personalized Security Credentials.

**2.28. Strong Customer Authentication:** An authentication based on the use of two or more elements categorized as knowledge (something only the Payment Service User knows), possession (something only the User possesses) and a unique inherent feature (unique inherent feature of the Payment Service User), which are independent from one another, in that the breach of one does not compromise the reliability of the others, and is designed in such a way as to protect the confidentiality of the authentication data.

**2.29. Unique identifier:** A combination of letters, numbers or symbols specified to the Payment Service User by the Payment Service Provider, which shall be provided by the Payment Service User to identify unambiguously another Payment Service User and / or the Payment Account of that Payment Service User for a Payment Transaction. As authentication means the following are mentioned indicatively: the IBAN of the Deposit Account, or the Payment Account, the personal identification number (PIN), the username and the password in the Bank's electronic applications etc.

**2.30. Means of Remote Communication:** The method which may be used for the conclusion of a Payment Services contract, without the simultaneous physical presence of the Payment Service Provider and the Payment Service User.

**2.31. Durable Medium:** Any instrument which enables the Payment Service User to store information addressed personally to it in a way which is accessible for future reference for a period of time adequate for the purposes of the information and which allows the unchanged

reproduction of the information stored, such as a personal computer.

**2.32. Monetary Amounts:** Banknotes and coins, accounting, or electronic money, within the meaning of paragraph 1 of article 10 of Law 4021/2011.

**2.33. Member - State:** Each Member – State of the European Union and any other state which has ratified the Agreement on Integration into the European Economic Area.

**2.34. Third countries:** The other countries, other than the Member-States.

**2.35. Table of Fees:** The Bank's table of Fees, as applicable, including the current credit and/or debit interest rates, as well as any fees of the Bank, costs and charges which are related to any transaction with the Bank from any of its networks. The Table of Fees, as applicable, is an integral part of the GTT and is available at all of the Bank's branches, and is constantly posted on its website ([www.pancretabank.gr](http://www.pancretabank.gr)).



**2.36. Special Terms:** The terms of the individual contracts between the Bank and the Customer for the provision of services or products, which complete the present framework of cooperation and prevail in case of conflict.

**2.37. Reference exchange rate:** The exchange rate which is used as the basis for calculating any currency exchange and which is made available by the Payment Service Provider or is accessible from a publicly available source.

**2.38. Card:** Card issued by the Bank to the Customer, (debit, credit, pre-paid), plastic or intangible.

**2.39. Electronic means of payment:** The following are defined as electronic means of payment:

- Cards (debit, credit, pre-paid), plastic or intangible.
- Electronic wallets
- Mobile phone and smartwatch applications
- Items supporting contactless payments (e.g. Bracelets, fobs, jewelry, etc.)
- The conduct of payments through a bank account using credit transfer services, direct debits, standing orders and the utilization of bank or postal cheques.
- The conduct of payments through e-banking and mobile banking
- Cash payments at the counter or at special ATM machines and APS (Automatic Payment Machines) of banks.

**2.40. Contactless transactions:** Transactions based on Near Field Communication wireless technology and enable the Customer to make purchases by approaching the card bearing the sign  or the electronic means of payment to the EFT/POS device with the sign .

## PART A'

### 3. IDENTIFICATION, LEGALIZATION, REPRESENTATION, LEGAL CAPACITY, AND CONTACT INFORMATION OF THE CUSTOMER

**3.1.1.** When the Customer is a natural person, a valid Identity Card or Passport, which is in force and is considered by law as proof of the identity of a natural person, must be presented for authentication purposes. The Bank is entitled, at its discretion, to request the presentation of additional identification and authentication data of the identity of the Customer, as well as to receive and maintain copies of its signature, in physical and/or electronic form, and copies of the documents submitted in the context of compliance with the "Know Your Customer / KYC" principle, as required by the regulatory framework for money laundering and combating terrorism, as applicable. The Bank is entitled to require the updating of such data periodically, at its sole discretion, and at least at the time periods set by the relevant regulatory framework.

**3.1.2.** The Customer - Natural Person, shall be obliged to make available to the Bank, both at the beginning and during its transactional relationship with it, any data required for the authentication and verification of its home or residential address and of its contact data (see article 4 below), as well as to submit all the relevant documents of recent issue (such as tax data, business data, residence data, contact data, family status data etc.).

**3.1.3.** The data mentioned under articles 3.1.1. and 3.1.2. above are requested and must be provided according to the applicable legal and regulatory framework regarding the prevention of the use of the financial system for purposes of money laundering and terrorist financing, the framework regarding international tax compliance (e.g. "FATCA"), the automatic exchange of information on financial accounts (Common Reporting Standards-"CRS"), to which the Bank is subject, as well as the framework of any other relevant obligation that may be imposed in the future and its respective policy.

**3.1.4.** In the event of the death of the Customer - Natural Person and in order to legalize the heirs thereof, the Bank is entitled to request from them the presentation of the necessary legal documents, including a certificate of inheritance.

**3.2.** When the Customer is a legal person, it is respectively required to provide the Bank with a complete set of legal documents proving its lawful establishment and operation, as well as its legal representation, and whether it meets the criteria of a Micro enterprise, in accordance with the applicable regulatory framework, and to renew such

documents on a regular basis, according to the Bank's internal procedures, providing all the necessary evidence and documents proving that it still holds that capacity, and that its representatives are still authorized to act in its name and/or on its behalf and to legally bind it, as well as all other documents required by the Bank in each case. Moreover, the Customer legal person is obliged to immediately notify the Bank in case of any change in its representation, providing any relevant documents thereto. Until the Bank has been notified of any change in the representation of the Customer legal person, no objections can be raised against the Bank for this reason. The Bank may at any time, at its discretion, request the presentation of additional information. The provisions of this paragraph shall apply mutatis mutandis to any association of persons, as well as to legal persons or associations of persons, established under the laws of another State.

**3.3.** The Bank maintains copies of the legal documents of the Customer submitted to it in accordance with the above under par. 3.1.1., 3.1.2. and 3.2. and is entitled to refuse to provide its services or to provide them under the conditions set out by it, either in case the Customer has not provided all or part of the above-mentioned documents, or for reasons of compliance with the applicable Greek, European and international legal and regulatory framework. More specifically, as far as compliance with the international tax compliance framework "FATCA" and the automatic exchange of information on financial accounts "CRS" is concerned, failure of the Customer to present the data required by the Bank within ninety (90) calendar days automatically and compulsorily entails its categorization as a "non-cooperative Customer" and the notification of the competent, in each case, foreign tax authority through the competent Greek tax authority.

**3.4.1.** The Customer is entitled to authorize, in writing, third parties, in order to represent it before the Bank and to conduct, on its behalf, any transaction, within the limits of the transactional relationship of the Customer with the Bank. The above authorization must, in each case, at the discretion of the Bank, be granted either by a notarial deed or by a private document bearing the legalization of the Customer's signature and a specific date from a competent Public Authority or electronically through a Durable Medium so that the above conditions are met.

**3.4.2.** The Customer acknowledges and accepts that all transactions bearing the signatures of third parties authorized by it, according to the above-mentioned under paragraphs 3.4.1., are valid and legally binding for him, if the Customer has not notified the Bank in writing of any change, revocation, or any other termination of the above authorization. This

written notice is required even if such change, revocation or other termination of the authorization results from other elements, which the Bank already is in possession or has knowledge of. The Customer shall in any event bear the burden of proving that the notice has been given to the Bank, and until such notice the Customer is fully bound by the transactions carried out by the above authorized persons.

**3.5.** The Customer declares that both it and the third parties authorized by it, according to paragraph 3.4.1. above, have full legal capacity within the limits clearly set in the authorization document of paragraph 3.4.1. The Bank is entitled not to accept authorizations with unclear or vague content or/and limitations on the representative authority. The Customer shall be fully responsible for any damage incurred by the Bank, due to the inappropriate and untimely notification of the occurrence of any restrictions on the legal capacity of either itself or the persons mentioned in paragraph 3.4.1. above, which dealt with the Bank on the order and/or on behalf of the Customer.

**3.6.** It is explicitly agreed that all legal matters that may arise during the Customer's legalization, such as limitations to its legal capacity, or, in the case of a legal person, its dissolution, the change of its legal personality or the legalization of its representatives and of their authority, and which present a foreign element, shall be governed by the law deemed applicable according to the provisions of Greek law. In such cases, the Bank is entitled to demand at its discretion all the necessary, legal documents, at the expense of the Customer.

**3.7.** If the original documents submitted, according to the above, are in a foreign language, an official translation into the Greek language must also be provided mandatorily, which in any case will prevail over the foreign document. The Bank bears no responsibility for the authenticity, the validity, the legal thoroughness, or the accuracy of the translation of the documents submitted during the verification of the Customer's legalization and consequently the Bank is not liable for any damage which the Customer or a third party may incur due to these documents. The Bank is not obliged to verify the accuracy of the above-mentioned translations, if, however, a deviation is noted between them the Bank is entitled not to take into consideration any of these texts.

#### **4. COMMUNICATION**

**4.1.** The Bank's communication with the Customer takes place primarily in the Greek language. All notifications, notices or requests of the Customer to the Bank are addressed either by post to the Bank's address (5 Ikarou Ave, and 13 Efesou str., Heraklion, Crete), or electronically at [www.pancretabank.gr](http://www.pancretabank.gr) and / or at any branch of its network,

and at the phone number +30 2810 338800, whilst those from the Bank to the Customer are addressed either at its last declared residence or registered office, at its e-mail address or the contact telephone numbers, which were stated according to paragraph 4.2.2. below, or to its agent (which it may have appointed according to article 142 paragraph 4 of the Civil Procedure Code), at the discretion of the Bank.

**4.2.1.** The Bank's above-mentioned contact data are constantly posted on its website, where any change thereto is also posted, in order for the Customer to be informed before any communication with the Bank.

**4.2.2.** The Customer is obliged to notify the Bank of the accurate and full address of its home, temporary residence or registered office, as well as its full contact data (landline and mobile number respectively and electronic address), at the beginning of its relationship with the Bank, in any case a contract for a product or service is being drawn up with the Bank, as well as in any case of change in any of the above-mentioned data. The address last declared by the Customer to the Bank is considered as the Customer's legal residence or registered office, who is legally notified of any document relating to the present and any of its Special Terms, as well as to any contract drawn up in the context of the current GTT and therefore the legal effects under the law and the present are produced, excluding any objection or claim made by the Customer to the contrary. The above-mentioned notice of change is written and must be accompanied by the documents proving, in any case, this change. This provision also applies in the case of the e-mail address which the Customer has declared.

**4.3.** The Bank shall not be held liable for any damage to the Customer or to a third party, due to the fact that the Bank was not notified by the Customer about the change of its data, according to the above, and the Customer can not object to the Bank (by submitting objections, proposals, claims) the change of its contact data, of which it did not notify to the Bank, according to the above. More specifically, in case of change to the Customer's residence or registered seat or e-mail address and / or contact telephone numbers, the Customer is obliged to immediately notify the Bank of its new contact details, and until such notification, the Bank notifies or sends any relevant information lawfully and validly to those last declared. The above apply to the agent as well.

**4.4.** In case the Customer cannot be found at the above declared address, the Bank has no obligation to investigate its address and all notifications may be sent, either to the Customer at its last reported address, or to the agent appointed by the Customer according to paragraph 4.1. Any revocation or resignation of the appointed agent in order to have an effect against the Bank must be notified to the Bank,

accompanied by the appointment of another agent and by an accurate indication of its identification data, its address, its e-mail address, and the numbers of its landline and mobile phone device, otherwise on the one hand the revocation or resignation has no legal consequences and on the other hand the Bank is entitled to terminate the contract by which or in respect of which the agent was appointed or resigned, and/or the present for this reason alone.

**4.5.** If the Customer is to reside abroad for a period of more than three (3) months, it is required to appoint an agent to the Bank by a document in which the full identification data of the latter must be stated, as well as the accurate address of its residence. Failure to fulfill this obligation deprives the Customer of the right to submit objections, suggestions or claims regarding any failure of being notified. The above period of time is limited accordingly, if in the Customer's transactional relationship with the Bank there is a provision for more frequent communication.

## 5. DEPOSITS

**5.1.** The present contractual framework applies to each type of Deposit Account (par. 2.9. above) held by the Customer with the Bank, subject to any specific provisions applicable to each kind of individual Deposit Account and / or the specific agreements between the Bank and the Customer.

**5.2.** For the opening of a Deposit Account, a relevant pre-contractual information has been provided in advance, in printed form or on another durable medium.

**5.3.** The Bank is entitled to determine the initial amount required for the opening of the Deposit Account or the minimum balance to be kept in the Deposit Account, depending on its pricing policy. The above amounts are indicated in the Table of Fees of the Bank as in force.

**5.4.** Through the Deposit Account, the Customer is entitled to carry out transactions throughout the Bank's Branch Network, at ATMs, as well as through its Electronic Transaction Systems. The Bank provides the Customer with the ability to make deposits and cash withdrawals, credit transfers, as well as payment of cheques or other securities and other transactions through the Deposit Account and its characteristics as the case may be, subject to the provisions of money laundering and terrorist financing and any other provisions of the law and any Special Terms that may apply.

**5.5.** The Bank reserves the right to make available to the Customer, Deposit Accounts with different, as the case may be, characteristics and / or conditions, in accordance with the respective Special Terms, which supplement the present GTT. It is explicitly stated that in the absence of a special agreement, the Customer has no right to create a debit balance in its Deposit Account (overdraft or exceeding of the

current balance). However, if for any reason a debit balance is created, such as in the case of interest charges due to transactions in the Account and / or the use of the Card, the Bank shall notify the Customer by any appropriate means and the latter is obliged to repay it immediately, otherwise the Bank is entitled to debit any balance of the Deposit Account by priority, against any other charge for any reason, including cheques and orders.

**5.6.** For the execution of the Customer's transactions through the Deposit Account at the branches of the Bank's network, the latter is obliged to present to the Bank proof of its identity according to the provisions of paragraph 3.1.1. above and the Unique Identifier of the Deposit Account and / or any additional data or documents, if requested by the Bank.

**5.7.** If the Customer's transactions are carried out through the Bank's Electronic Transaction Systems, the Customer must provide the identification information required for each electronic medium, in accordance with the provisions of article 12 below.

**5.8.** In the event that the Bank's branch, in which a Deposit Account has been opened, closes or ceases its operations for any reason, the Deposit Account remains active. The Bank is obliged to immediately inform the Customer by any appropriate means of the closing of the branch or the cessation of its operations, as well as of the branch through which the Customer may be served from now on, unless the Customer chooses another branch.

### **5.9. Bankbook:**

**5.9.1.** In case the Bank issues and grants a bankbook for any kind of Deposit Account, the Customer is obliged to show all diligence for its safekeeping and to immediately inform the Bank in any appropriate way in case of loss, theft or destruction. Otherwise the Customer is responsible for any damage which it may incur due to its loss or theft which is not due to the fault of the Bank, during the verification of the identification or/and the legalization of the Customer and / or the persons authorized by it according to the references in par. 3.1.1, 3.2. and 3.4. above.

**5.9.2.** If the Customer is given a Bankbook, as mentioned above, the Customer must present it and update its content in each of its transactions with the Bank. In any case, the receipts or other supporting documents, issued by the Bank during its transaction with the Customer, are copies of the respective documents from the commercial books of the Bank and prove this even if no relevant entry was made in the Bankbook, as stated above. The entries in the Deposit Book by themselves do not constitute proof of the respective transactions.



**5.9.3.** After the closing of the Deposit Account, for any reason, the Customer is obliged to return the Bankbook to the Bank for cancellation.

#### **5.10. Joint Deposit Account**

**5.10.1.** The Bank accepts deposits in a joint alternate Deposit Account, which is subject to the provisions of Law 5638/1932 “Regarding Deposit in a Joint Account”, as applicable. Each of the co-beneficiaries of the deposit has the right to make full or partial use of his Deposit Account, (article 1 par. 1 of Law 5638/1932) without the cooperation or consent of the other co-beneficiaries and without quantitative restrictions. In case of death of any of the co-beneficiaries, the deposit automatically goes to the surviving co-beneficiaries, until the last of them, according to the explicit reference in article 2 par. 1 of Law 5638/1932. The above for the death of the co-beneficiary is applied proportionally in the case of dissolution of a legal entity - co-beneficiary of a joint alternate Deposit Account. If one of the co-beneficiaries is placed in legal custody of any kind, the contract of the joint alternate account is still valid as it is and the above co-beneficiary carries out actions on it according to the terms of the relevant court decision.

**5.10.2.** Any action or statement of the Bank to any of the co-beneficiaries acts automatically and against the others, and vice versa, any action or statement of any of the co-beneficiaries to the Bank binds the others. Therefore, what is referred to herein to a beneficiary, shall be valid and apply to each of the beneficiaries. Exceptionally, for the creation of a pledge, the assignment of a claim from the joint account, the addition of a co-beneficiary, as well as for its closing, the cooperation of all the beneficiaries is required.

**5.10.3.** In the case a bankbook is issued, according to par. 5.9. above, it is presented and updated by any of the co-beneficiaries of the Deposit Account.

**5.10.4.** Each co-beneficiary of the joint alternate Deposit Account is fully liable to the Bank for any liability arising from the Deposit Account and the transactions thereon. The Bank is entitled to debit the joint account up to its respective balance with any overdue and chargeable claim against any of its beneficiaries, before any other charge for any reason including a cheque and an order.

**5.10.5.** The Bank is not obliged to accept the opening of a joint tenancy account, in which there is a majority of beneficiaries but there is no right of individual use by any co-beneficiary.

#### **5.11. Account Maintenance Charges**

Without prejudice to applicable law and restrictions arising therefrom, customers’ accounts shall bear the relevant costs of their transactions relating in particular to their maintenance and activity (for example, issuance of cheques, credit transfers), as detailed in the Bank’s Table of Fees. For

the rest, with regard to expenses, taxes, fees and any other deductions of any kind, the provisions of Article 8 below shall apply in detail.

#### **5.12. Deposits in the Deposit Account**

**5.12.1.** The Customer is entitled to deposit money in the Deposit Account by itself and to accept deposits in it. The Customer, with the GTT, irrevocably authorizes the Bank to accept, throughout the validity of the deposit account agreement, cash deposits, remittances or other transfers of money or cheques or other securities to the Deposit Account, subject to the provisions on prevention of money laundering and terrorist financing.

**5.12.2.** The Customer declares that any transaction carried out upon its order is lawful and assumes the responsibility of proving, by any appropriate means, the authenticity, legality and, where required, the uniqueness of the transactions and the relevant supporting documents, obliged to provide on demand any additional supporting documents may be required in the event of any review by the Competent Authorities.

**5.12.3.** Notwithstanding the provisions of par. 5.15.1. and 5.15.2. below, for the deposit of cash at the ATMs of the Bank, the cash deposited in a Deposit Account, within a Business Day and within the cut off time of the Bank’s operations (par. 2.18. above), becomes available immediately and with the corresponding Value Date, provided that the Deposit Account, in which the cash deposit is made, is kept in Euro and the cash deposit takes place in Euro. If the day of cash deposit does not coincide with a Business Day, or if it occurs after the cut off time of the Bank’s operations (par. 2.18 above), the cash becomes available on the next Business Day and with a corresponding Value Date.

**5.12.4.** Cash deposits in accounts not held in Euro can only be made in the currency of the account, if it is referenced the current Table of Fees of the Bank. The return of the Customer’s deposit in cash in the currency in which its account is kept can only be done from a Bank branch, it may be subject to time or other restrictions for which the Customer is informed through the Bank’s branch and / or website and is charged with the expenses referenced for the relevant transaction in the Table of Fees.

**5.12.5.** If the Customer has been issued a debit Card connected to a Deposit Account, the Customer is entitled to deposit cash in it, in accordance with the specific provisions of Article 6 below.

#### **5.13. Deposit of Securities in the Deposit Account for collection**

**5.13.1.** The Customer may deposit in the Deposit Account for collection, cheques, bills of exchange and bills (hereinafter “Securities”) that have been legally issued. It is expressly

agreed that the Bank does not bear any responsibility for the authenticity of the Securities deposited with it for collection.

**5.13.2.** The Bank must proceed in a timely manner with all legal actions for the presentation and collection of the deposited Securities in the Deposit Account of the Customer, as well as to a corresponding crediting of its Deposit Account with the corresponding amounts, without being responsible for their payment or not. It is explicitly agreed with the GTT, that the Bank credits the Deposit Account according to the above with the proceeds of the collection, after deducting any expenses and charges, which are referenced in the Bank's Table of Fees, for which the Customer is informed according to the applicable Special Terms.

**5.13.3.** The Customer is entitled to request from the Bank credit up to the amount of the Securities even before their collection, against a commission, which is referenced in the Table of Fees of the Bank as in force, in which case the registration of the credit is subject to the payment of the Securities. In this case, if the Securities are not paid for any reason, any relevant registration is invalid and the Customer's Deposit Account is debited with the corresponding amount of Securities plus interest under the relevant special agreement and any expenses incurred by the Bank, for which the Customer is informed by the Bank's Table of Fees.

**5.13.4.** In case the balance of the Deposit Account is not sufficient for its repayment according to the immediately preceding paragraph of the total amount, the outstanding amount bears interest accrued from the day of disbursement by the Bank until its repayment with the overdue interest rate for the overdrafts, as applicable referred to in the Bank Table of Fees and the relevant Special Terms, and the Bank is entitled to debit the above Deposit Account, whenever there is a balance in it, by priority over any debit thereof, for any reason, including the cheque and the order, authorized to do so irrevocably with the present GTT.

#### **5.14. Deposit Interest Rate**

**5.14.1.** The deposit interest rate, i.e. the credit interest rate associated with the Customer's Deposit Accounts with the Bank, may be fixed or floating. In the event of a floating interest rate, the Bank reserves the right to adjust this at any time, taking into account the conditions of the capital markets and its money supply and conditions, the risk of the country, and the conditions of competition in the banking market.

**5.14.2.** The Customer is informed regarding the current interest rate by press releases, by the tables posted at the branches and on the Bank's website ([www.pancretabank.gr](http://www.pancretabank.gr)), as well as from the copies of the account statements of article 7 below.

**5.14.3.** The new interest rate is applied immediately, from the above notification, unless a later date is set for its implementation.

**5.14.4.** The actual days and the year of 365 days (actual / 365) are used as the basis for calculating the interest for the deposits. Interest is accrued and capitalized on June 30 and December 31 of each year unless otherwise provided in the Bank Table of Fees for a specific category of accounts or if different dates are agreed with the Customer, in particular. During the return of interest, a tax is withheld in favor of the Greek State, in accordance with the current legislation.

#### **5.15. Cash Withdrawals**

**5.15.1.** The deposit is returned to the Customer upon its request on first demand, together with interest, except in the cases of par. 5.19 below, as well as if the deposit amount or part thereof is pledged, assigned or committed or there is a special agreement between the Bank and the Customer with regard to its withdrawal (e.g. term deposits or deposits redeemable at notice), as well as due to the existence of debts of the Customer to the State, and in any case where the Customer is suspected for money laundering and terrorist financing. The Bank is entitled to set a maximum cash withdrawal limit from its branches, in excess of which the Customer is obliged to notify the Bank of its intention to make the withdrawal, at least one (1) Business Day prior to the withdrawal. The Bank is entitled to set a maximum amount of cash withdrawals from the Bank's branches beyond which the relevant amounts are to be withdrawn by bank cheque or via electronic channels. If an urgent cash transfer is required to meet the Customer's request, the Customer will be charged the relevant costs. The Customer may be informed of the above as well as the caps from the Bank's Table of Fees and its branches.

**5.15.2** The Value Date for the credit or debiting of the Deposit Account is considered the Business Day on which the amount is credited or debited respectively to the Deposit Account. The Customer is informed about the Value Date of the respective transaction, according to article 7 below.

#### **5.16. Deposit Account Transactions with Other Means**

In addition to the above deposits in a Deposit Account (par. 5.12. and 5.13.) and the withdrawals from it (par. 5.15.), the Customer can act on a Deposit Account with a debit or credit card connected to it (Article 6 below), to issue cheques on it (Article 11 below) or to charge it with Payment Orders (Article 12 below). The Bank reserves the right to make available to the Customer other possibilities of operations on a Deposit Account, taking into account the developments of technology, as well as the available measures for the security of transactions existing from time to time.

#### **5.17. Inactive and Dormant Accounts**

**5.17.1. Inactive Account:** In the event that no actual transaction, credit or debit has been made in the Deposit Account, in any available way in accordance with the applicable legislation and the procedures of the Bank, the account becomes inactive. The Bank may impose restrictions on the transactions of this account, which are waived after the expiration of the verification of the Customer's identification data, in accordance with the applicable legislation and the Bank's procedures. Crediting of the deposits with interests, as well as their capitalization, does not constitute a transaction, in the above sense.

**5.17.2. Dormant Account:** A dormant account is one in which provenly no actual transaction has been made by the Customer for a period of twenty years, in accordance with the provisions of Law 4151/2013. The next day of the last transaction is the beginning of the twenty-year period. Crediting of the deposits with interest and their capitalization does not constitute a transaction within the meaning of article 7 of the above law. After twenty years, according to Law 4151/2013, the rights of the Customer and its heirs on the balance in the account, automatically goes to the Greek State, are time barred.

**5.17.3.** The Bank, before the expiration of the above limitation period, shall send by post to the Customer periodic notifications every five years and in particular in the five, in the ten and in the fifteen years from the realization of the last actual transaction and finally before the lapse of the twenty years. The second and third notice are mandatory only if the account has a balance greater than one hundred (100) euros.

#### **5.18. Term Deposits Accounts**

Term Deposit accounts are not Payment Accounts, as payment transactions cannot be made on them, and are governed by the terms of the special contracts with which they are concluded. Consequently, these GTT do not apply to the term deposit accounts, but apply to the Deposit Accounts to which their product is credited and / or the capital after the expiration of the term, according to the provisions of the special, above, contract.

#### **5.19. Offsetting**

**5.19.1.** The Customer irrevocably provides the Bank with the right to unilaterally offset any of its claims (from capital - interest - expenses, etc.), even if not overdue, arising from the signed contract, with any counterclaim against it, even if it is subject to time limit, arising from any cause, even if this claim arises from deposits (indicatively savings accounts, current account, term account), securities delivered to it for collection or other value given for safekeeping, without being obliged to take any other action or statement to this end, subject to the limitations of the law.

**5.19.2.** It is expressly acknowledged that the authorization under the previous paragraph, as well as any other authorization referred to in these GTT, is irrevocable as it is in the interest of both parties.

**5.19.3.** It is expressly agreed that in the event of a foreclosure by the Bank as a third party, on the respective balance of the Customer's Deposit Accounts held with the Bank by any creditor, including government agencies, it is entitled to consider that any claim against the Customer born at the time of the seizure, whether or not overdue or conditional, is already offset at the time of the foreclosure to the balance of the deposit, before submitting the declaration of a third party.

**5.20. Deposit Guarantee System:** Deposits held in the Bank, in any currency, are covered in case of inability of the Bank to repay them, by the deposit guarantee part of the Deposit and Investment Guarantee Fund (TEKE), which has an insurance nature and its purpose is to compensate depositors of the Bank, in case of inability of the latter to repay the due deposits, in accordance with the provisions of Law 4370/2016, as applicable. The Customer is informed by the Bank about the operation of TEKE and the deposit guarantee before the opening of its account, and can receive relevant information at any time at any branch of the Bank or through its website or TEKE ([www.teke.gr](http://www.teke.gr))

## **6. CARD TRANSACTIONS**

### **6.1. Card Issuance/PIN**

**6.1.1.** The issuance of the Card (either debit, credit, or prepaid) is made at the request of the Customer and its issuance and use is governed by the terms described in the relevant Card issuance agreement signed between the Bank and the Customer. In case the application for the issuance of the Card is made by a legal entity or a sole proprietorship, the Card shall bear the name or distinctive title of the enterprise as well as the name of its authorized representative (hereinafter "**Cardholder**").

**6.1.2.** The Card is issued by the Bank in physical or intangible form and may bear the name of the Customer and if the Customer is a legal entity or sole proprietorship the name of the Cardholder, and is sent deactivated to the Customer at the postal address stated to the Bank for this purpose, assuming the risk of non-delivery of the Card in case the address stated is not accurate or in case the Bank is not informed of any change, or is received deactivated by the Customer from the Bank's branch of its choice. If the Customer is a legal entity or sole proprietorship, it is obliged to deliver it to the Cardholder, whose name is imprinted on it.

**6.1.3.** Upon receipt of the Card, the Customer or its Cardholder is obliged to place its signature in the special space for this purpose on the back of the Card.

**6.1.4.** The PIN is strictly personal and is generated automatically in complete security conditions and cannot be reproduced. The Customer or the Cardholder can change the PIN at any ATM or by any other way made available by the Bank, according to the instructions displayed on its screen.

**6.1.5.** The Card is owned by the Bank, which grants to the Customer or the Cardholder only the right to hold it in its possession and use it.

## **6.2. Safe keeping of Card / PIN**

**6.2.1.** Any loss, theft, embezzlement or unauthorized use of the Card or suspicion of leakage of the PIN must be notified immediately and without undue delay to the Bank by the Customer / Cardholder at the phone notified to the Customer and posted on the Bank's website (+30 2810 338800) or in any other way made available to them by the Bank for this purpose and will be communicated to them by any appropriate means. Such notification shall be recorded on a magnetic or other mean appropriate for the security of both parties and the transaction.

**6.2.2.** The Customer, if a Consumer, is liable up to a maximum amount of fifty (50) Euro for damages related to the execution of unapproved Payment Operations by a third party using lost or stolen or embezzled Card or leaked PIN, until the notification to the Bank according to the aforementioned paragraph 6.2.1. unless the non-notification is due to a fact that constitutes a force majeure event and for as long as it lasts. The Customer does not bear any responsibility if it is not possible to identify the loss, theft or embezzlement of the Card before the Payment Transaction is made, unless it acted fraudulently.

**6.2.3.** The above maximum of fifty (50) Euro does not apply and the Customer is responsible for all damages related to each unapproved Payment Transaction, if these losses are due either to fraud or non-compliance with one or more of the obligations the Customer in accordance with the terms of this chapter, acting with willful intent or gross negligent. From the time of the Bank's notification, the Customer does not bear any financial responsibility arising from unauthorized Payment Transactions made after the notification, unless it acted fraudulently. If the Bank does not require Strong Identification of the Consumer-Customer to make a Payment Transaction, the latter is liable for any financial losses only if it has acted fraudulently.

**6.2.4.** The failure of the Customer / Cardholder to comply with the obligations arising from the above terms 6.2. et seq., constitutes gross negligence on their part, unless it is due to a force majeure event and for as long as it lasts.

**6.2.5.** The Customer and the Cardholder are obliged to offer to the Bank any possible assistance to limit the adverse consequences of the theft or loss or embezzlement or unauthorized use of the Card or the leakage of the PIN.

**6.2.6.** In any case of notification of theft or loss or embezzlement or unauthorized use of the Card or leakage of the PIN, the Bank, if the Customer and, as the case may be, and the Cardholder are consistent with their obligations to it, issues and sends a new Card and / or a new PIN unless the Customer requests in writing their non-issuance. For the issuance of the new Card and / or the new PIN, the Customer is charged with the amount referenced in the Table of Fees.

## **6.3. Use of the Card**

**6.3.1.** Each Card allows the Customer / Cardholder to make transactions by debiting an account (in the case of a debit card) or through the use of a personal limit (in the case of a credit card) or through the available cash balance (in the case of a prepaid card) which are performed: (a) 24 hours a day, through the network of the ATMs of the Bank, through ATMs of other Banks, within the country or foreign, that cooperate with the company INTERBANK SYSTEMS SA (DIAS) and/or bear the logo of the international organization VISA and MASTERCARD, (b) to businesses, domestic or foreign, bearing the VISA or MASTERCARD logo and accepting the card as a mean of payment, via electronic payment terminals (EFT / POS), either (c) remotely, indicatively via internet or telephone. Any transaction carried out by the Customer or the Cardholder using the Card, notwithstanding remote transactions and contactless transactions, is considered complete either by the signature of the Customer/ Cardholder of the receipts issued by the electronic devices EFT/POS or debit cards or a document equivalent to it or by entering the PIN on EFT POS devices, after which a relevant note or electronic message confirming the transaction is issued, or by providing the required data for remote transactions.

**6.3.2.** The Customer / Cardholder authorizes the Bank and issues to it an irrevocable order to execute its transactions and to charge its connected Deposit Account which it holds with the Bank and has a sufficient available balance, in the case of a debit card, or its personal credit limit of its credit card with the amounts of its transactions plus the case-by-case estimated costs of any exchange differences or other charges of the transaction, if they are within the transaction limits set by the Bank (daily, per transaction or other). The Customer / Cardholder accepts that the transactions with the use of its Card, as they are recorded in the commercial books of the Bank that are kept in electronic form, are binding for it and constitute full proof of their realization, whilst counterevidence is permitted.

**6.3.3.** The Bank assumes no obligation to the Customer and the Cardholder for any nonfulfillment or undue performance of the obligations of the businesses (par. 6.3.1. (b)), nor for any contractual or non-contractual loss, subject to any contrary legal provision. The Customer and the Cardholder are not entitled to raise any relevant objection or claim against the Bank, unless otherwise provided by law.

**6.3.4.** In the event that the Customer chooses to use the Card remotely in the context of electronic, telephone or postal order in Greece or abroad, it shall assume the exclusive liability and risk. In particular, for online transactions, the Customer / Cardholder has the obligation to comply with the security rules for online transactions, which will be communicated to it by the Bank either in writing or by another durable medium or by the businesses with which it trades online.

#### **6.4. Foreign exchange transactions**

**6.4.1.** In case of a foreign exchange transaction, its value is converted into Euro by the relevant International Organization (Visa, Mastercard), owner of the logo of the card used, based on the reference exchange rate applied by the respective international card organization on the day and time of settlement of the transaction. The amount of the payment may be charged with the expenses charged by the above bodies for the foreign exchange conversion operations abroad.

**6.4.2.** The Customer can be informed of the current conversion rates of the currencies used by the above International Organizations from these websites where the electronic conversion mechanism they use is available. These websites will be made available to the Customer through relevant links on the Bank's website. Given that exchange rates are constantly changing, the time difference between the transaction in a foreign currency and its settlement can lead to a different amount of charge.

#### **6.5. Contactless transactions in businesses (Contactless Reader)**

**6.5.1.** The completion of the contactless transaction takes place if the Customer/Cardholder approaches the Card or the telephone device (in case there is a special application of the Bank installed in a telephone device that incorporates the relevant technology), in the EFT/POS contactless reader of the company and then enters the PIN, and if the transaction is approved, the relevant debit receipt is issued, which will be given to the Cardholder/Customer.

**6.5.2.** Contactless transactions can be carried out without the use of the PIN, provided that their amount does not exceed the limit set by the Bank for this purpose due to the security of transactions. In such cases, the approval and acceptance of the Customer or Cardholder, as the case may be, for the

completion of the transaction and authorization to the Bank to pay the amount of the transaction to the business is given only by approaching the Card or the telephone device, as the case may be to the EFT/POS contactless reader of the business, after which and if the transaction is approved, the relevant debit receipt is issued. The above limit is stated in the Special Terms, and the Bank may increase, decrease or eliminate it based on its respective business policy or the International Card Organizations depending on the type, number, frequency and amount of transactions for security reasons and / or in case of any unconventional behavior of the Customer or the Cardholder.

#### **6.6. Deposits using Card**

**6.6.1.** Deposits in a deposit account connected to the debit card can be made at the ATMs and APSs of the Bank, only in banknotes. The money deposited is counted by authorized employees of the Bank and is credited to the deposit account. If the deposit is made in BNA (ATM with the possibility of Online deposit) the amount of the deposit becomes immediately available and paragraph 6.6.2 below does not apply.

**6.6.2.** If the deposit takes place within a Business Day, then the credit of the Deposit Account is made on the same day. If the deposit day does not coincide with a Business Day or if it takes place at the time of the cut off time (par. 2.18 above), the Deposit Account is credited on the next business day. The cash deposit at the ATMs of the Bank is available on the credit date of the Deposit Account and with a corresponding Value Date, according to the above.

### **7. INFORMATION TO CUSTOMER/BANK ACCOUNT STATEMENTS**

#### **7.1. Bank Account Statement**

**7.1.1.** The Customer, depending on the type of Deposit Account it holds with the Bank, is informed about the total and for any reason activity thereof of it (indicatively withdrawals, cash deposits, charges due to the use of a connected debit and / or credit card, Payment Orders). The Bank depending on the type of Deposit Account, subject to par. 7.1.5 and the provisions of par. 7.2. for the information by electronic means (Electronic Statement Service), provides to the Customer, free of charge, at its address (par. 4.1.), per calendar quarter, a copy of the total activity of the Deposit of the Account, which includes a summary of the information included each Payment Transaction in the Deposit Account made during the previous quarter.

**7.1.2.** The Customer may request the re-issuance or resending of the above statement, with a respective financial burden with the charges listed in the current Table of Fees of the Bank, subject to par. 7.1.4. below.

**7.1.3.** If the Customer has been issued a bankbook for a specific type of Deposit Account, the Customer is informed through the updating of the bankbook, upon its presentation by the Customer, at any Branch of the Bank (par. 5.9.1 and 5.9.2. above).

**7.1.4.** In any case, the Bank makes available to the Customer on a monthly basis a statement of the activity of its Deposit Account, to which the Customer has access to from all the Bank's Branches, during their operating hours, without additional charge. Both the quarterly statement of the Deposit Account provided by the Bank (par. 7.1.1.) and the monthly one made available to the Customer at this time (par. 7.1.4) include the following information:

- i) Withdrawals and / or cash deposits at the Bank's branches or ATMs of the Bank or other entities associated with this use of the Card, as referred to in Article 6 above.
- ii) Transactions carried out in a business using the Card, as referred to in Article 6 above, the exact amount of such transactions, any charges and business details.
- iii) The executed Payment Orders, within the meaning of article 12 below, and specifically their type, the date of receipt of the order, the details of the Recipient and its total amount, including any charges imposed.
- iv) If the Customer is the Recipient of a payment transaction, the details that allow it to identify this transaction as well as the Payer, the amount of the transaction, any charges charged, any interest to be paid and the Value Date of the credit.
- v) Where applicable, the current exchange rate or reference exchange rate used in the payment transaction, and if the Customer is the Recipient of the payment, the amount of the payment transaction prior to currency conversion.

**7.1.5.** If the Customer receives the account statement by post, at its last declared address (par. 3.1.2. Above), it is obliged, if within each of the above-mentioned months it does not receive a relevant information, to notify the Bank by registered letter, no later than the last day of the month following the above. Otherwise, it is presumed that the copy of the account statement has been received, whereas counterevidence is permitted.

**7.1.6.** The Customer may be informed by the Bank via an electronic copy of the account statement, which is sent upon written request. In addition, the Customer upon request is entitled to access a copy of its account statement on a more frequent basis (daily, weekly, monthly). In case the Customer is a user of the Electronic Copy Service referenced in par. 7.2. below, provided through the Electronic Transaction Systems of the Bank or in any other way the Bank makes available to it, information on the activity of the account will be made available only through this service. The Customer may at any

time request the termination of the said Electronic Copy Service in respect of any of its accounts, in which case it will henceforth receive information for this account in hard copy format, as referred to in paragraph 7.1.1. and in par. 7.1.4.

**7.1.7.** The Bank bears no responsibility in case it becomes aware of the above electronic copies, any third party, not involved in these accounts.

**7.1.8.** In case of any change of its e-mail address the Customer undertakes the obligation to notify the Bank immediately, in writing.

## **7.2. Electronic Copy of Accounts**

**7.2.1.** In addition to the above, the Customer has the opportunity to access the copies of the activity of its Deposit Account via electronic means, through the Electronic Copy Service provided via the Bank's Electronic Transaction Systems, according to the specific provisions defined in the relevant contract between the Bank and the Customer. Under the framework of the Electronic Copy Service, the Customer is notified about the availability of the electronic copy of the account statement, via an email sent by the Bank to the e-mail address it has stated for this purpose, as well as its general cooperation with the Bank to which the provisions of Article 4 above apply. In case the Customer does not receive the above message and finds that the electronic copy is not available, it must notify the Bank in writing, by the end of the next calendar month from the one to which the copy relates, otherwise it is presumed that he has been informed, whereas counterevidence is permitted.

**7.2.2.** The electronic copy of its account statement is available at the Electronic Copy Service on a monthly basis. However, the Customer is entitled, upon request, to receive an electronic copy of the activity of its Deposit Account on a more frequent basis or in a different way from those provided herein, if possible, within the technical capabilities of the Bank. In these cases, the Bank is entitled to impose charges, which are referenced in its Table of Fees as in force.

**7.2.3.** It is explicitly noted that in the electronic copy of the account statement available through the Electronic Copy Service, the data described in detail in paragraph 7.1.4 above is included.

## **7.3. Probative Value**

**7.3.1.** The Customer acknowledges and accepts unconditionally that the electronic copies of the Deposit Account to which it has access according to the above mentioned (par. 7.2.1. And 7.2.2.), have the same probative value and function as the information in hard copy version and consequently, the Bank fully fulfills its obligation to provide complete and adequate information to the Customer regarding its Deposit Account.

**7.3.2.** All electronic copies of the account transactions made available under terms 7.1.2 and 7.2. et seq., as well as the e-mails sent to it are stored electronically in the Bank's systems and constitute complete proof for the respective provision to the Customer, whereas counterevidence is permitted.

**7.3.3.** Excerpts or copies of the Deposit Account activity, either in hard copy or in electronic form, are extracted from the Bank's commercial books and have full probative value regarding the transaction of the Customer's account, whereas counterevidence is permitted. An uninterrupted and complete series of the above copies of this article is an accurate excerpt from the Bank's books, which reflects the charges and credits of the Deposit Account for the period they cover.

**7.3.4.** For transaction security reasons, protection of the Customer and facilitation of the satisfaction of its rights, the Customer must notify the Bank in writing of any objections or disputes regarding the content of the copy of its Deposit Account statement, as soon as possible and no later than 30 days after receipt. This document must contain in detail the reasons for the dispute, as well as the evidence of the error.

#### **7.4. Information regarding Joint Accounts**

**7.4.1.** In case of a joint account, the account statement with the activity thereof is sent to the co-beneficiary who is mentioned first in the application for the opening of the account. The said co-beneficiary undertakes to inform the others, who in any case have access to the relevant information as mentioned above.

**7.4.2.** Electronic copies of the joint Deposit Account can be received according to the above by any of the co-beneficiaries registered in the Electronic Copy Service (par. 7.2.).

#### **8. CHARGES - TAXES - FEES - LEVIES**

**8.1.** Notwithstanding applicable law and the restrictions arising therefrom, the Customer shall bear all costs, taxes, fees, charges in favor of third parties or the State or withholdings of any kind that may be imposed, certified or collected by any tax or other authority with respect to its transactions with the Bank, whether they exist today or will be imposed in the future and which are mentioned in detail, amongst others, in the Bank Table of Fees, which is available in the Bank's branch network and is constantly posted on its website ([www.pancretabank.gr](http://www.pancretabank.gr)) and/or in the Electronic Transactions Systems for the users of the said services. Any change in these charges is also notified by the Bank's branches and through a relevant post on its website and / or through the Electronic Transaction Services and is implemented immediately after the notification.

**8.2.** The Customer hereby expressly authorizes the Bank to bring all the above amounts that are charged to its Account

by priority whenever there is a balance available to it for their partial or total repayment. This authorization is agreed irrevocably as it concerns the interest of both parties, so that any revocation necessarily entails the termination of the Deposit Account agreement.

**8.3.** In addition, in case of non-fulfillment or undue fulfillment of its obligations to the Bank, the Customer is charged with any interest on arrears, court costs, service costs, enforcement, etc. The Customer accepts that the Bank may withhold an amount payable to the Customer or debit the accounts thereof with any amount corresponding to taxes or deductions (e.g. for income tax, VAT) to return them on time to the Competent Authority in accordance with applicable law.

**8.4.** It is expressly agreed that in case of foreclosure by the Bank as a third party, on the respective balance of the Customer's Deposit Account, including the State and its individual bodies, the Bank is entitled to offset the balance of the deposit, each born at the time of the seizure, claim before making a declaration to a third party.

**8.5.** In the context of the above, the Bank is entitled to commit any Deposit Account and / or any other asset held by the Customer with the Bank, in accordance with the provisions of current legislation, including existing legislation to prevent and suppress money laundering activities and terrorist financing.

#### **9. SAFE - DEPOSIT BOXES**

The Bank shall make available to its Customers through specific branches safe deposit boxes, the rental and use of which is beyond the scope of these GTT.

#### **10. RECORDING OF PHONE CONVERSATIONS**

**10.1.** For the protection of the mutual interests and rights of the Bank and the Customer as well as for reasons of transactions' security, the Bank is entitled to record the telephone conversations with the Customer, informing the Customer in advance and obtaining its consent, where required by law. The continuation of the communication after the above information constitutes practical consent on the part of the Customer

**10.2.** The product of the taping and / or recording, can be made available to the Customer upon request and can be used as evidence to prove the content and receipt of the order by the Bank.

#### **PART B'**

## 11. CHEQUES

**11.1.** The Bank, at the request of the Customer, may provide it with the possibility of allocating funds from its Deposit Account by cheques, provided that this possibility is provided for the specific type of Deposit Account. When examining the above request, the Bank takes into account in particular the transactional behavior of the Customer, the creditworthiness and solvency thereof, and has no obligation to justify its decision for the satisfaction or not of the above request.

**11.2.** The Customer has the obligation to use only the forms of the cheques issued by the Bank, unless there is an explicit, written agreement to the contrary. The receipt of a cheque book by the Customer creates an indisputable presumption that it has examined its completeness and implies the unconditional acceptance of the terms stated in this cheque book. In case of cheques, which do not have the agreed form, the Bank is not obliged to pay them, nor shall it be held liable for their non-payment.

**11.3.** The Bank has the right to revoke its decision to issue a cheque book at any time, in which case the Customer is obliged to return the cheque book to the Bank.

**11.4.** The Customer is obliged to safely keep the cheques, to prevent their possession by non-beneficiaries and to notify the Bank, in writing and without undue delay, of any theft or loss of the cheque book or any cheques. Until the above notification by the Customer, the Bank shall not bear any liability for any payment or sealing of these cheques.

**11.5.** The Bank is obliged to pay the cheques that appear for this purpose to the last legally legalized bearer, provided that the conditions set out by law, as in force are met. In case more than one cheque appears for payment on the same day and the existing available funds are not sufficient for the payment of all, the Bank has the right to pay, at its discretion, any of them, regardless of the date of issue indicated on them.

**11.6.** The charge of the Customer's Deposit Account with the amount of the cheque is made on the Value Date during which the amount of the cheque was made available to the beneficiary - bearer.

**11.7.** In case of lawful presentation of a cheque of the Customer and non-payment due to insufficient balance in the Deposit Account, to which it is drawn (uncovered check), the Bank makes a legal note of this lack on the body of the cheque (sealing) and announces the sealing of the Cheque to TEIRESIAS SA (1 Alamanas street, 15125 Maroussi), according to the current regulatory framework. In this case, the Bank also has the right to close the Customer's Deposit Account and request the return of the cheque book with the remaining cheques.

**11.8.** The Customer is charged with the costs for the processing of its uncovered cheques according to the previous paragraph, which includes, as an indication, the control of the Customer's Deposit Account for available funds, its notification in order to cover the cheques, their sealing and announcement to TEIRESIAS SA, as these other expenses are listed in the Bank's Table of Fees as in force.

**11.9.** In case the Bank, for any reason, pays a cheque of the Customer, despite the absence of sufficient balance in the Deposit Account to which this cheque is drawn, the Customer is obliged to pay this amount immediately, with interest, from the date of payment of the cheque to the beneficiary - bearer, as well as any expense that the Bank has proven to have incurred during the payment of the cheque, applying the provisions of par. 5.19.1. and 5.19.2. above.

**11.10.** In the event that the Customer, for any reason, does not wish to pay a check that it has issued, it is obliged to declare its revocation in writing at the Bank's branch in which the Deposit Account is held, to which it is drawn. The withdrawal of the cheque by the Customer, within its legal deadline, does not oblige the Bank not to pay the cheque and the payment or the sealing of the cheque and seal is at its sole discretion, provided that the applicable conditions are met.

**11.11.** The Bank shall bear no liability in case of payment or sealing of a cheque, in which there is falsification or forgery of any of its features, if it compared the issuer's signature on the body of the cheque with the sample of the issuer's signature kept by the Bank and during which pursuant to objective assessment, no significant, obvious discrepancies were found.

**11.12.** In cases of application of an electronic information exchange system between the banks for the settlement of cheques (such as the Interbank Electronic Offsetting System—"D.H.S.S.E."), due to the inability of the Bank to check the authenticity of the issuer's signature, the Customer declares that it assumes the risk of the authenticity of its signature or, in the case of a legal entity, of its legal representatives and releases the Bank from any liability for any damage due to falsification or inaccuracy of the data on the cheque, and recognizes that the repayment of the cheque by the Bank is valid, strong and binds it, expressly waiving any relevant claim against the Bank.

**11.13.** The Customer acknowledges and accepts the possibility of the non-sealing of cheques, which are drawn on accounts held in other banks and which due to the time of their presentation at the Bank will not be able to be sealed within the legal deadline, due to either operating rules of the "D.H.S.S.E" System (or similar), or the required time of transfer of the cheques' body with the traditional offset and releases the Bank from any respective liability. Therefore, any



non-sealing, according to the above, of the cheque may not give rise to any liability to the detriment of the Bank.

**11.14.** The Bank is not obliged to pay a cheque, if in its reasonable judgment, the continuation of any endorsements is not normal, or the issuer's signature presents serious differences from the sample signature that it keeps in its files. In these cases, if requested by the bearer of the cheque, the Bank may note on the body of the cheque the non-payment of the cheque due to "erratic issuance".

**11.15.** In any case of closing the Deposit Account, to which the cheques are drawn, either due to termination of the present GTT, or following a relevant order by the competent legislative, regulatory and supervisory authorities, or at the request of the Customer, the Customer is not entitled to issue cheques on the Deposit Account and is obliged to return immediately to the Bank all the unused cheques that may be in its possession. Any checks that appear after the closing of this Deposit Account will be sealed with the indication "closed or inexistent account" and will be announced to TIRESIAS SA, as mentioned above.

## **12. PAYMENT ORDERS**

### **12.1. Field of Application**

**12.1.1.** The provisions of this article apply to Deposit Accounts held with the Bank either in Euro or in the other currencies of the EU Member States and the EEA, or in any currency, provided that even one of the payment service providers is within the EEA.

**12.1.2.** The application of the provisions of this paragraph requires on the one hand the Payment Services to be provided within the European Union and on the other hand both the Payer's or the Recipients Bank or the only intermediary Bank to be established within the European Union.

**12.1.3.** In any other case where the provisions of this article do not apply, the terms governing the issuance and execution of Payment Orders are the subject of a more specific agreement between the Bank and the Customer.

### **12.2 Issuance of Payment Orders and Execution thereof**

**12.2.1.** The Customer is entitled to provide written orders to the Bank for making payments and/or for the transfer of funds (Credit Transfers or Remittances) by charging its Deposit Account. The execution of payments and / or the transfer of funds, with a corresponding charge of the Customer's Account, can be activated by the Recipient or the Recipient's Bank, either upon the relevant authorization of the Customer to them, or by the Bank, upon a respective Order of the Customer (Direct Charges - par. 2.16 above).

**12.2.2.** The orders of the previous paragraph given by the Customer to the Bank, as well as the authorizations given to

the Recipient or the Recipient's Bank for the execution of a Payment Order, contain the Customer's consent for the execution of this order by the Bank, as it was transmitted by the Customer or the Recipient or the Recipient's Bank respectively. The Customer is entitled to withdraw its consent for the execution of a Payment Order, in accordance with the provisions of paragraph 12.5 below.

### **12.3 Conditions for the execution of the Payment Order**

**12.3.1.** Conditions for the execution of the Payment Order, which was provided as mentioned in par. 12.2 above, are the following cumulatively:

a) Existence of available balance in the Deposit Account to be charged, which is sufficient for the debit of both the total amount of the Payment Order, and for any charges imposed by the Bank for the execution of this Order, as referred to in the applicable Special Terms applicable to the Bank's counterparties and its Table of Fees.

b) The non-exceeding of the daily transaction limit, which the Bank has notified to the Customer in a letter, for the specific Payment Transaction or for the specific means by which it is executed (e.g. debit card, web banking, etc.). The daily transaction limit is set for the security of the Customer and the transactions and the Bank has the right to change or eliminate it for security reasons and/or due to unconventional behavior of the Customer, notifying it, if possible before the above action or, at the latest immediately thereafter, unless such information violates objectively justified security reasons or is prohibited by other legal provisions. In these cases, the Bank shall not be held liable towards the Customer for, damage or loss it may incur for the above reasons.

c) In case the Customer chooses to execute a Payment Order through a Payment Initiation Service Provider, it must have the appropriate security credentials and infrastructure and in general all the minimum legal conditions for their establishment and operation, as applicable.

d) The secure communication of the Bank with the Payment Initiation Service Provider, through appropriate electronic channels, in accordance with the applicable technical standards of the competent authorities.

e) The Unique Identifier determined by the Customer of the Account of the Recipient of the Payment Order and specifically the IBAN Code or, as the case may be, the BIC (Bank Identifier Code) of the Recipient's bank, as well as any existing payment code provided by the Recipient to the Customer, for the execution of a specific Payment Transaction. In case the Recipient does not hold a Payment Account with any bank, then for the execution of the Payment Order, the Customer must specify the respective, in accordance with the law and the applicable regulations of

the competent Authorities, identification details of the Recipient (indicatively tax identification number, identification number, SSN), bearing exclusive responsibility for their correctness and accuracy. The Bank is entitled to refuse the execution of a Payment Order, if the identification of the Recipient is impossible or doubtful, as in any case in which its execution is likely to be contrary to a provision of law.

**12.3.2.** If, on the date of execution of the order, the balance of the Deposit Account is not sufficient, as referred to in paragraph 12.3.1 (a) above, the Bank is not obliged to execute the Payment Order and is not responsible for any loss of the Customer from non-Execution of the Payment Order, even if the Customer maintains in another Deposit Account held with the Bank sufficient available funds, unless it receives a special order for its charging or a written order from the Customer.

**12.3.3.** The Bank, in any case of a Payment Order submitted in written signed form, has the right, before its execution, to examine the signature placed and generally the identification of the Customer, to request on a case by case basis the submission of additional data and supporting documents for its approval and execution and reserves the right not to execute it, free from any relevant liability, if it finds that the signature shows serious deviations from the sample kept in its records or there are doubts concerning the identification of the Customer and / or the legality of the transaction.

**12.3.4.** Credit transfers to third party accounts, subject to their acceptance by the Recipient or the Recipient's bank, are performed by the Bank provided that the required instructions and information to the Bank are complete and accurate and the information provided by the Customer coincides completely with those of the Recipient of the host account of the transferred capital. In case of non-acceptance of the credit, the Bank will reverse the relevant amount, charging the Customer with any expenses that may arise.

**12.3.5.** In the event that the Customer chooses to execute a Payment Order through a certified Payment Initiation Service Provider, which meets all the legally required security credentials, it is presumed, upon receipt by the Bank of the above Customer request, that consent has been given and authorization to the latter to check and confirm compliance with the conditions of paragraphs a and b of par. 12.3.1. above and provide the above Provider with the following information necessary to execute the payment transaction:

- a) the identity of the Payment Transaction,
- b) the date and time of its execution, as well as
- c) its amount.

No other data or information of the Deposit Account to be charged or of its beneficiaries may be made available or

communicated through the Bank in any way to the Payment Initiation Service Provider.

**12.3.6.** If the Customer uses the Payment Initiation Service from a Provider of such a service of its choice, it is presumed that it has followed a Strong Customer Identification procedure and that the payment order sent to the Bank is considered lawful and approved by the Bank, which is bound to execute it with a corresponding charge of its Deposit Account, if there is a sufficient available balance as mentioned above, free from any liability for any fraudulent initiation of payment or non-existence of the required consent on the part of the Customer for the initiation of its order or any systemic or non-systemic, defect, breach or failure of the Provider's infrastructure and security credentials, which it unconditionally accepts.

**12.3.7.** The use of the Payment Initiation Service by the Customer by a Provider of its choice implies that the Customer accepts any risk and responsibility for the completion of the Payment Order through it and assumes any charge for its use, imposed by each Provider, acknowledging as lawful and legitimate the additional charge of the Deposit of the Account with its amount, according to what is specifically provided in the contract between them. The Bank is expressly exempted from any obligation provided in the content of the respective agreement between its Customer and the third Provider, and it does not enter into a contract with the latter in any way.

#### **12.4. Time of receipt of the Payment Order and Value Date**

**12.4.1.** The time of receipt of the Payment Order, which was transmitted, either by the Customer or by the Recipient or the Recipient's bank, as mentioned in par.12.2.1. above, is considered the time when the Bank receives the Payment Order.

**12.4.2.** If there is an agreement between the Bank and the Customer, according to which the execution of the order will take place on a specific day or at the end of a specific period or the day when the Customer will make the required funds available to the Bank, the time of receipt of the Payment Order is considered the day which has been agreed.

**12.4.3.** If the time of receipt of the order, according to the above under 12.4.1 and 12.4.2., does not coincide with a Business Day or if received by the Bank after the cut off time (par.2.18. above), the Payment Order is considered to have been received on the next Business Day.

**12.4.4.** Without prejudice to the subsequent paragraph 12.4.5., the Bank is obliged to transfer the full amount of the Payment Transaction, without deducting any charges from it, crediting the Recipient's payment account, no later than the end of the next Business Day from -according to the previous paragraphs- its receipt. This deadline is extended by one

additional day for Payment Transactions executed in printed form.

**12.4.5.** If the Payment Transaction is effected in the currency of a Member State of the European Union, outside the Eurozone or if the Payment Order must be executed by the Bank in a currency other than the currency of the Customer's Account, then the according to the previous paragraph 12.4.4. crediting of the Recipients account takes place no later than the end of the fourth Business Day from its receipt, pursuant to par. 12.4.1, 12.4.2., 12.4.2.

**12.4.6.** The Value Date of the amount of the Payment Order is considered the day on which this amount was debited to the Customer's Deposit Account.

**12.4.7.** If the Payment Order must be executed in a currency other than the currency of the Customer's Deposit Account (par. 12.4.5. above), the conversion is made at the relevant exchange rate, which is stated in the daily exchange rate bulletin posted at the Branches of the Bank and on the Bank's website on the day of execution of the order.

**12.4.8.** The Bank examines the Customer's Payment Order in accordance with the applicable legal and regulatory framework for combating money laundering and terrorist financing but is not required to otherwise check its legality or its underlying cause, for which the Customer is solely liable, as well as for any damage incurred by it or the Bank due to inaccurate, incorrect, or unlawful orders, including its orders or those of its proxy due to fallacy or negligence.

**12.4.9.** The Bank is entitled not to execute the Payment Order which, is either obviously illegal or is aware of its illegal nature and is excluded from any liability for non-execution.

**12.4.10.** The Bank is also entitled to refuse the execution of a Payment Order, if the identification of the Recipient is impossible or doubtful, as in any case in which its execution is likely to be contrary to a provision of law.

**12.4.11.** In the cases of paragraphs 12.4.9 and 12.4.10 above, the Bank notifies the Customer either in writing or by phone, whereupon the communication is recorded for security reasons of the transaction, its denial and the reasons thereof, as well as the process of correcting any errors that led to the refusal, until the end of the Business Day following the day on which the order was to be executed, unless such notification is prohibited by law. The charge for the above notification is referenced in the Bank's Table of Fees.

**12.4.12.** By way of analogy to the above, in case the Customer chooses to use the Payment Initiation Service or Account Information Service through a Provider that offers the respective services, the Bank may deny access to the Deposit Account for objectively justified and duly substantiated reasons, related to unauthorized or fraudulent access to the Deposit Account, including

unauthorized or fraudulent initiation of the Payment Transaction, either by the Payment Initiation Service Provider or by the Account Information Service Provider, in which case it shall immediately inform the Customer by any appropriate means either before or, if this is not possible, immediately after the denial of access, unless such information is prohibited by the law or contrary to objectively justified security reasons. In case the above relevant reasons cease to exist, the Bank allows the respective Provider to access the Deposit Account.

**12.4.13.** The Bank treats, without distinction, the Payment Orders transmitted by the Customer through the Account Information Service Provider, unless this is justified by objective reasons, in particular as to the schedule, priority or charges in relation to the Payment Orders transmitted to the Bank directly from the Customer, in which case it authorizes the Bank to debit its Deposit Account by priority with them, in relation to any other Payment Order irrespective of how it has been created (such as standing or fixed order, direct debit, etc.), which has been transmitted through a third party Provider.

#### **12.5. Revocation of the Payment Order from the Customer**

**12.5.1.** If the Customer is entitled to revoke a Payment Order, in accordance to the present article the revocation takes place in the exact same way and at the same place where the revoked order was given to the Bank, unless otherwise provided in any Special Terms.

**12.5.2.** A credit transfer order is not revoked after the time received by the Bank, as defined in par. 12.4. of this article. Exceptionally, in the case of par. 12.4.2., the Customer may revoke the Payment Order, no later than the end of the Business Day preceding the day agreed in accordance with this paragraph.

**12.5.3.** A Direct Debit Order, without prejudice to article 12.7., is not revoked by the Customer, if the order has been forwarded to the Recipient or the Customer has given the Recipient its consent for the execution of the specific Payment Transaction. In any other case, the Customer is entitled to revoke the Payment Order, no later than the end of the Business Day preceding the one that has been agreed for the debiting of the funds of its Deposit Account.

**12.5.4.** The order is automatically revoked in case of death of the Customer and specifically from the day after the notification of this event to the Bank or, if it is a legal entity in case of dissolution, as well as in any other case provided by law.

**12.5.5.** Revocation of the Payment Order after the time frames referenced in par. 12.5.2. and 13.5.3. of this article, can be done only by agreement between the Customer and the Bank and in the case of par. 12.5.3. agreement of the

Recipient is also required. In such cases, the Bank is entitled to impose charges, which are referenced in the current Table of Fees of the Bank.

**12.5.6.** Respectively, if the Customer uses the Payment Initiation Service through a Provider of such service, it may not revoke the Payment Order, after granting its consent to the above Provider or in case of Direct Charges after giving its consent to the recipient to execute the Payment Transaction.

#### **12.6. Right to a refund**

**12.6.1.** In the case of Direct Debit, the Customer - natural person is entitled to request from the Bank the refund of an amount of money, approved, according to article 12.2. above and already executed Payment Transaction, provided that the following conditions are met cumulatively:

a) at the time of approval the exact amount of the Payment Transaction was not determined and b) the amount of the Payment Transaction exceeded the amount reasonably expected by the Customer based on its previous expenses, the terms of the present as well as the special conditions of each case, provided that the above is proved by real evidence, which the Customer must submit to the Bank, upon request.

**12.6.2.** The Customer does not have the right to a refund according to the previous paragraph 12.6.1 provided that it has given its consent to the Bank for the execution of the specific Payment Order and depending on the case, the relevant information regarding the future debiting of the Customer's Deposit Account has been made available to it, either by the Bank or directly by the Recipient of the Payment Transaction, four (4) weeks before the date of execution of the Payment Order. Also, the Customer cannot request a refund, according to the above, citing reasons related to currency conversion, if the reference exchange rate was applied, according to the references in par. 12.4.7. above.

**12.6.3.** The Customer is entitled to submit a request for a refund, as referred to in paragraph 12.6.1. above, within a period of eight (8) weeks from the date of the debiting of the Deposit of the Account. The refund refers to the total amount of each Payment Transaction, with which the Customer's Deposit Account was debited.

**12.6.4.** If there is a lawful reason for the refund, according to the previous paragraphs, the Bank is obliged, within ten (10) Business Days from the receipt of the request, to return to the Customer the total amount of the Payment Transaction, crediting its Deposit Account with the corresponding amount. In any other case, the Bank is obliged, within the above deadline, to inform the Customer by phone or in another appropriate way, for the reasons of refusal of the satisfaction of its request. In this case, the Customer is entitled to appeal to the General Secretariat of Commerce and Consumer

Protection of the Ministry of Finance and Development or to the authorities responsible for out-of-court dispute resolution of par. 14.4 of the present GTT. The above telephone communication is recorded for transaction security reasons.

**12.6.5.** Non-Consumer Customers (legal entities) of the Bank do not have the right to a refund, unless agreed otherwise.

#### **12.7. Liability of the bank**

**12.7.1.** The Bank is responsible for the accurate and in accordance with the instructions of the Customer execution of the Payment Order or, if it is initiated by the Recipient or through it (Direct Charges), according to any instructions of these persons, without being obliged to check the legality of the order or the underlying cause, for which the Customer remains solely responsible. In any case that the execution of the Order is obviously illegal or the Bank has become aware of its illegal nature from any source, it may abstain from the execution of the order, without any liability in accordance with the provisions of paragraph 12.7.6. below.

**12.7.2.** Without prejudice to the following paragraphs 12.7.6., 12.7.7., 12.7.8., 12.7.9., in case the Bank is responsible for the non-execution or the improper execution of the Payment Order, according to the above, including cases of orders executed without the Customer's consent or orders executed with delay, it is obliged to return to the Customer the amounts paid, by the end of the next Business Day of the charge, unless there is a reasonable suspicion that fraud has been committed and it informs the General Secretariat of Commerce and Consumer Protection in writing of the reasons. If this is not the case, the Bank restores the debited Deposit Account to its previous status and ensures that the value date for the crediting of the Deposit Account is not later than the time of debiting the Deposit Account with the amount of the Payment Transaction.

**12.7.3.** The Bank, subject to the next paragraph, bears the same responsibility in case the Payment Order has been initiated through a Payment Initiation Service Provider. The obligation of the Bank to rectify the loss ceases exclusively in the restitution of any actual loss of the Customer, excluding its responsibility for the restitution of any deposit or indirect losses from any cause. The Bank is also responsible for any charges incurred by the Customer as a result of non-execution or incorrect execution of the Payment Order.

**12.7.4.** By way of derogation from the foregoing, in the event that the Payment Initiation Service Provider is liable for the non-execution or incorrect execution of a Payment Order, including the cases of orders executed, without the Customer's consent or executed with delay orders, it is obliged to immediately compensate the Bank, upon its request, for any financial damage suffered by the latter as a

result of the return of the amount of the unapproved transaction to the Customer, responsible for recovery and any deposit or indirect losses for any reason.

**12.7.5.** The Payment Initiation Service Provider bears the burden of proof that the Payment Order has been received by the Bank, in accordance with the provisions of paragraph 12.4. above, and that within its sphere of competency, the authenticity of the Payment Transaction has been identified and that it was accurately recorded and not affected by technical damage or other malfunction associated with non-execution, incorrect or delayed execution of the transaction.

**12.7.6.** The Bank shall not be held liable when the non-execution or the improper execution is due to the fault of the Recipient or its bank, during the execution of the Payment Transaction and especially for any damage suffered by it or the Bank by inaccurate and incorrect, orders transmitted due to fallacy or negligence by itself or its proxy or by a third party or by orders transmitted to the Bank by the above persons in an illegal, unconventional or unauthorized manner. Also, the Bank is not responsible for any justified refusal to execute the Order, in accordance with the provisions of par. 12.4.9., 12.4.10., 12.4.11 above, as well as in case of non-execution of an Order, which has been legally revoked by the Customer, as mentioned in par. 12.5. above.

**12.7.7.** The Bank shall bear no liability if the Unique Identifier of the Recipient of the Payment Order provided by the Customer to the Bank (par. 12.3.1 (e) above) was incorrect. In any case, the Bank makes reasonable efforts to recover the amounts of money that may have been paid during the execution of the specific Payment Order. The Bank is entitled to impose charges for the recovery of the above amounts of money, as these charges are referenced in the Table of Fees of the Bank as in force.

**12.7.8.** Irrespective of its responsibility for the non-execution or improper execution of an Order, according to the previous paragraphs, the Bank, upon request, shall make every effort to immediately locate the transaction and notifies the Customer in a timely manner of the results of its inquiries.

**12.7.9.** The Customer has the obligation to inform the Bank of an erroneously executed Payment Transaction or a Payment Transaction executed without its consent, immediately and in any case without undue delay, from its notification of the activity of each of its Deposit Accounts, which includes its subsequent debiting and in any event within 13 months from this charge.

#### **12.8. Bank's remuneration**

The Customer undertakes to pay to the Bank its remuneration for the acceptance of the Orders given to it, the conduct of the relevant checks and their execution in accordance with the provisions of this article, and the terms of the present, as

referenced each time in the Bank's Table of Fees, as well as any expenses or costs in favor of third parties, with which the Bank will be charged for the execution of the orders. In case of non-timely and complete payment on the part of the Payer, up to the immediately preceding the execution of the order, Business Day, the Bank is explicitly authorized to debit the Customer's Deposit Account with them, by priority, before debiting the amount of the order.

The Bank may, by priority debit with these funds the Customer's account to which the Payment Order relates. If after the above charge the available balance of the Deposit Account is not sufficient for the execution of the Payment Order, it is not executed, even if the Customer has sufficient funds in another account, unless it provides a special order for this purpose. Following the above, the authorization, is agreed as irrevocable because it concerns both parties, the Bank and the Customer.

#### **12.9. Payment Order with crediting of the Customer's Deposit Account**

**12.9.1.** The Customer is entitled to accept cash deposits, remittances or other fund transfers, as a form of credit of its Deposit Account. If the Customer does not accept the above credit, it must immediately inform the Bank and request the refund of the amounts held in the Payer's account and the Bank is obliged to immediately forward the Payment Order to the Payer's Bank, debiting the Customer's account in equal amounts. Also, the Customer is entitled to order the Bank to activate the Customer's Payment Transactions, against any of its debtors, if there is a relevant consent of the latter. The order is initiated according to the instructions of the Customer and within the agreed deadline. In this case, the Bank is responsible only for the correct transfer of the order to the debtor's bank.

**12.9.2.** The Bank is obliged to credit the Customer's Deposit Account with the amount of the Payment Transaction, after deducting any imposed charges from it, within the Business Day, during which this amount was made available by the Payer or its bank. If the Payment Order is received by the Bank on a non-Business Day or if it is received by the Bank after the cut off time (par. 2.18. above), the Payment Order is considered to have been received on the next Business Day. The Customer is informed in detail about the total amount of the payment, as well as the charges imposed from the account statements of article 6 above.

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

**12.9.4.** If the Bank does not execute an order or executes it improperly, in breach of par. 12.9.1. above, due to any

commitment or prohibition of activity of the Customer's Deposit Account, following a relevant order by the competent authorities (prosecutors, etc.), based on the existing legal framework, it is obliged to immediately forward the payment to the Bank of the Payer, while the provisions of par. 12.7.6., 12.7.7., 12.7.8 are applied mutatis mutandis.

## 13. E-BANKING

### 13.1. Services Provided

**13.1.1.** The Bank monitors and makes use, for the benefit of its Customers, the developments of informatics, communications and technology in general, and provides them with the opportunity to submit requests to the Bank and / or to carry out transactions remotely without the physical presence of the Customer, via telecommunications or electronic communication (phone banking and e-banking respectively) or other systems or means indicated by the Bank. The available remote transactions or services provided and the means for their realization are communicated to the Customer through the Bank's website, with a full description thereof and the procedure for their realization.

**13.1.2.** The access and use of the Bank's Electronic Transaction Systems is carried out in accordance with the specific provisions in the respective Agreement for the Access to the Electronic Banking System (e-banking), which the Bank has concluded with the Customer, electronically, either through the computer or laptop - tablet (tablet), which must be connected to the Internet, either via mobile phone or any other suitable and compatible "smart" device, after activating the special codes issued for this purpose by the Bank to the Customer, according to par. 13.2.4 below. In order to enable the access and use of the Electronic Transaction Systems by the Customer, the latter is subject to a Strong Identification process by the Bank.

**13.1.3.** The Bank reserves the right to add and / or remove features and services and / or to adapt Strong Identification methods provided through the Electronic Transaction Systems, by notifying it through its website ([www.pancretabank.gr](http://www.pancretabank.gr)) or its branches. Any special terms of individual services are also posted on the Bank's website and the use by the Customer of these services implies the unconditional acceptance of the relevant terms. The Bank is also entitled to determine the type of transactions, their amount, the hours and days during which the Customer is granted the opportunity to effect transactions through its Electronic Transaction Systems, informing the Customer through its website or its branches.

### 13.2. Registration and Access

**13.2.1.** The registration of the Customer in the Electronic Transaction Systems is completed with an application that is

submitted either at the Bank's Branches or electronically according to the instructions of the Bank. When completing the registration application, the Customer is obliged to provide the Bank with all the personal information required for its identification, as well as its data or the data of its Deposit Account (s) that it wishes to connect to the above. The provision of par. 3.3. applies accordingly.

**13.2.2.** In case the Customer is a legal entity, it may appoint one or more natural persons (hereinafter "Users") who will have access to the Electronic Transaction Systems on its behalf, stating at the same time the specific possibilities that it wishes to provide to each User. The Customer may at any time eliminate the possibility of access by a specific User to the electronic services provided through the Electronic Transaction Systems, after notifying the Bank in writing.

**13.2.3.** The Bank checks the information provided by the Customer according to the previous paragraphs 13.2.1. and 13.2.2., as the case may be, which must be true, accurate, correct and complete. Otherwise or in the event that the above information cannot be confirmed, the Bank reserves the right to reject the application for registration in the electronic services provided through the Electronic Transaction Systems, justifying its decision.

**13.2.4.** In case of acceptance of the Customer's registration application, it shall receive either from the Bank's branch with which it cooperates and where it submitted the registration application, or electronically, two codes, the Customer's Code (username) and the Secret Access Code (password), (hereinafter referred to as "Passwords"), which allow it to access and make use of the services offered through the Electronic Transaction Systems. The Bank informs the Customer how to use the Passwords, depending on the means with/on which they will be used. The Bank is entitled to supplement or replace the above Passwords with others or to apply any additional procedure for the secure or Strong Identification of the Customer. The combined application of the Customer's Passwords determines its identity, individualizes it, and bears the same results as those of its handwritten signature.

**13.2.5.** The Customer's Passwords, as well as the additional Confirmation Code, where required, (par. 13.3.1 below), are activated either through the Electronic Transaction Systems, or by telephone and at its request at the Bank's Help Desk, the telephone number of which can be found at the branches and / or the Bank's website. The Bank may at any time add other appropriate means and procedures for secure activation of the above Passwords, complying with the requirements of the applicable digital environment, notifying the Customer through its website.

**13.2.6.** The use of the Bank's Electronic Transaction Systems is provided to the Customer with the fee referenced in the Bank's Table of Fees as in force, which is posted on the Bank's website ([www.pancretabank.gr](http://www.pancretabank.gr)).

### **13.3. Execution of Payment Transactions**

**13.3.1.** Especially for the execution of Payment Transactions and for the addition or change of the Customer's data (indicatively: postal address, e-mail address, telephone), a strong identification is required, which is carried out by entering the additional one-time Confirmation Code (hereinafter "Confirmation Code"), in accordance with the respective procedure followed by the Bank. Subject to the Strong Customer Identification requirements, the additional Confirmation Code is generated and communicated to the Customer, either by sending a text message (SMS) to the mobile phone device that it has declared during its registration in the service, or by a special Bank application installed on a portable device (smartphone or tablet), or through any Strong Customer Identification method implemented by the Bank in the future. Upon completion of the possibility of sending additional Confirmation Codes either via text message (SMS) to the mobile phone device declared by the Customer, or by any other method of Strong Customer Identification implemented by the Bank in the future, the Customer may proceed without delay to the conduct of any transaction provided through the Bank's Electronic Transaction Systems.

**13.3.2.** The Bank, in the context of the continuous development and modernization of its Electronic Transaction Systems, reserves the right to apply any appropriate additional Customer authentication process, through any compatible, appropriate and secure means, informing the Customer through its website.

**13.3.3.** The Customer must devotedly follow the instructions indicated in the medium with which he/she executes the transaction.

**13.3.4.** Enabling the Customer to execute Payment Transactions, such as Credit Transfers or Remittances, through Electronic Transaction Systems is subject to the applicable legal and regulatory framework for combating money laundering and terrorist financing.

The Bank reserves the right to suspend the operation of the Electronic Transaction Systems at any time for security reasons or maintenance or upgrade of their technological infrastructure and software. It is also entitled to suspend the ability of the Customer to access the Electronic Transaction Systems in case of suspicion of unauthorized or fraudulent use as well as in any case it identifies unconventional behavior against the Bank or illegal activity, informing the Customer in any appropriate way either before the

suspension or, in case this is not possible, immediately after, unless the information of the Customer contradicts objective security reasons or is prohibited by law. The Bank waives the suspension when the reasons that imposed it disappear.

### **13.4. Liability of the Bank**

**13.4.1.** The Bank states that it shall take every reasonable measure in business practice for the good functioning of the Electronic Transaction Systems in order to protect its software system from viruses, hacking or malware and to provide the Customer with a safe environment for the transmission of information through the internet. Even though the Bank updates its protection systems and has safety programs it shall bear no liability for any attack of its hardware and software from viruses or malware or any loss of data which may occur from the use of its Electronic Transaction Systems or any access by third parties to the information transmitted.

**13.4.2.** The Bank may make available to the Customer through the software program of the Electronic Transaction Systems suitable and effective measures for the detection and correction of errors prior to the transmission of the order thereto.

**13.4.3.** In any case, the Bank's liability is limited to the restitution of the Customer's positive damage and cannot supersede the value of the transaction which was not executed or was executed wrongly.

**13.4.4.** The Bank shall bear no liability for any damage which the Customer may incur in the event of malfunctioning of the Electronic Transaction Systems for reasons attributed or related to the functioning of the internet or telecommunications and which are due to reasons out of the Bank's control, such as the breakdown or malfunctioning of the telecommunication system, electricity black out etc. Access to the Electronic Transaction Systems may be temporarily suspended and without prior notification in case of system failure, during maintenance or repairing thereof and due to reasons outside the Bank's control upon notification of the Customer through the Bank's website or any other suitable means.

**13.4.5.** The Bank does accept and shall not be held liable for the content and accuracy of other websites, which it refers to through links or advertisement banners.

### **13.5. Liability of the Customer**

**13.5.1.** The Customer acknowledges that its Passwords and/or its Additional Confirmation Code or any other Strong Customer Identification method which the Bank may implement in the future, identify and individualize it and bear the same results with its handwritten signature where it is deemed that any transaction was effected by the Customer to which the Passwords and the Additional Confirmation Code

belong to or any other Strong Customer Identification method which the Bank may implement in the future, which were used, whilst counterevidence is permitted. In particular, concerning the execution of Payment Transactions, the Customer acknowledges that the combined use of the Passwords, the Additional Confirmation Codes or any Strong Customer Identification method which the Bank may implement in the future, act as proof that the order to carry out administrative and monetary transactions comes from it or its legal representative or the Users designated by it if it is a legal entity and act as proof of its respective intent, admitting that the receipt of the electronic order by the Bank and its storage in its electronic system constitutes full proof of the order given by it. The Bank shall bear no liability for actions and transactions, if these were not affected with the above-mentioned combined use.

**13.5.2.** As a consequence of the above mentioned under par. 13.5.1 above, the Customer is obliged to keep the Passwords Confidential, to change the Secret Password from time to time, as well as after the first use for greater security, not to disclose them to any third party or allow access thereto by any third party. More specifically, the Customer is obliged to memorize the Passwords, to destroy the document or the electronic message through which they are notified (par. 13.2.4 above), not to write them down in any way which can be combined with the mean with which they can be used. In the event that the Customer is a legal entity, it must ensure that the Passwords used by the users it designated to have access to the electronic transaction Systems will not be disclosed or leaked to any third party. Furthermore, the Customer is obliged to diligently safeguard its mobile phone in case that the Additional Confirmation Code is sent by SMS to its device, as well as any other device or mean which may be used for this purpose (such as any token device). In the event that the Customer becomes aware of the loss, disclosing or leakage of the Passwords to any third part or the loss of its mobile phone or any mean which may used for the production of the Additional One -Time Confirmation Code it is obliged to contact the Bank's Customer Service immediately, requesting the immediate cancellation of the of the sending of Additional Confirmation Codes by SMS to its mobile phone device or the deactivation of any Strong Customer Authentication method which the Bank may implement in the future respectively. It is explicitly clarified that the Bank bears no liability for any transaction, action etc. effected due to the loss, leakage etc. of the above-mentioned codes until notification to the Bank for the above leak or loss and the submission of a request for the deactivation of the identification of the Customer. Any respective liability shall be borne by the Customer.

**13.5.3.** The Customer is obliged to immediately notify the Bank of any change in its personal details which it has stated during its registration in the Electronic Transaction Systems, pursuant to par. 13.2.1. above, to check the accuracy and completeness of the orders and information it provides to the Bank, bear the cost of the device and its connectivity to the internet, to have the suitable programs, updated with the latest versions of security software and shall bear any damage which may be incurred by the Bank due to their mal use or the mal function of its personal device and software.

**13.5.4.** The Customer is obliged to be constantly aware of the information and the security recommendations which are provided through the Bank's website, to abide by them diligently and in parallel accepts that any wrongful implementation and observance of the security recommendations may lead to breach of the confidential nature of the information relating to it, as well as the realization of transactions by third parties not authorized by the Customer.

**13.5.5.** The Customer acknowledges that with the present technical capabilities, the use of the internet for transactions may bear risks for it, due its nature, such as the alteration or the interception of the content and the data transmitted through the internet and states that it accepts and assumes such risk, as an inherent element of such transactions.

**13.5.6.** The Customer acknowledges that no ownership right over the software or any other program, information or support related to the functioning of the Bank's Electronic Transaction System is granted via the present, but only a limited non-exclusive and non-assignable license of use is granted. Any copy, imitation, distortion of the Bank's software by the Customer or third parties constitutes a criminal offense.

**13.5.7.** The Customer accepts that the records registered with the Bank's Electronic Transaction Systems constitute full proof of all the instructions and orders which have been sent, delivered and/or read by the Customers as well as of their content, whilst counter evidence is permitted.

**13.5.8.** The Customer explicitly acknowledges that its authorised users of the Bank's Electronic Transaction Systems act and carry out transactions under its name and on its behalf, and irrevocably accepts and deems all actions and transactions carried out by the Users it designated as fully valid, lawful and effective and binding for it, irrevocably accepting full liability in whole for any actions and omissions thereof, as well as for any unlawful or unconventional use of the Electronic Transactions on their behalf.

**13.6. Suspension, interruption of functionality and deregistration from the services of the Electronic Transaction Systems**



**13.6.1.** The Bank reserves the right at any time to suspend access to the Electronic Transaction Systems for security reasons, their maintenance, suspicion of unauthorized, fraudulent or wrongful use thereof as well as to limit abilities for the conduct of transactions which require solvency and creditworthiness, when these have deteriorated. The Bank also reserves this right in the event of breach of the present by the Customer. The Bank shall inform the Customer of the suspension with any adequate means, either before or if it not possible immediately after the suspension, unless such notification is prohibited by law or is contradictory to justified security reasons. The Bank shall waive the suspension if the respective reasons cease to exist. The above are explicitly implemented and in the case the Customer uses the Initiation Payment Service through Initiation Payment Service Providers respectively.

**13.6.2.** In the cases of the preceding paragraph the Bank is obliged to immediately report the incident which is related to the Initiation Payment Service Provider to the Bank of Greece, as the Supervising Authority, if the registered seat of the said Provider is in Greece, otherwise the competent Supervisory Authority of the member state from which the involved service provider originates, according to the provisions of Directive 2015/2366 of the European Union. The Bank of Greece upon review of the report, may take all suitable measures and inform the European Banking Authority, as well as the European Central Bank where appropriate.

**13.6.3.** The Bank is entitled at any time to cease the provision of the Electronic Transaction Systems for reasons relating to its organization, informing the Customer in writing or with any other suitable means and similarly the Customer is entitled at any time to request in writing from the Bank that the Deposit Accounts do not appear in the Electronic Transaction Systems. In any case however, the Customer bears full liability for any transaction conducted until the receipt of the said request by the Bank.

#### **PART C'**

### **14. SUBMISSION – HANDLING OF COMPLAINTS/REQUESTS**

**14.1.** Each Customer may submit a request or claim concerning the services and the products of the Bank in any of the following ways:

(a) At any branch of the Bank via a letter or by filling in the standard complaint form.

(b) By sending a letter via e-mail at [complaints@pancretabank.gr](mailto:complaints@pancretabank.gr) or by post to the attention of the Customer's Complaints Department.

(c) By contacting the Bank's customer service at the telephone +30 2810 338800 Monday through Friday during the Bank's business hours, which will be recorded.

(d) By filling in the electronic Contact Form available at the Bank's website ([www.pancretabank.gr](http://www.pancretabank.gr)). The form will be received by the Customer's Complaints Department.

**14.2.** All complaints received by the Bank are collected by the Customer's Complaints Department, which carries out all actions for their handling and contacts the Customer whenever necessary for further information, any documents required and clarifications.

**14.3.** The Bank confirms to the Customer the receipt of the complaint with any suitable means. The Bank shall provide a written answer within a maximum of forty-five (45) Calendar Days from the submission of the complaint. Especially for the submission of a complaint in relation to the provision of Payment Services, the Bank shall make every reasonable effort to provide the Customer with an answer in writing or in any other durable medium within a reasonable period of time and the latest within fifteen (15) Calendar Days from the receipt of the complaint. If by exception, the answer cannot be provided within the above time frame, due to matters not pertaining to the Bank, the latter must send an interim answer to the Customer referencing the reasons for the delay and indicating the deadline within which the Customer shall receive the definitive answer which shall not exceed thirty-five (35) Business Days from the receipt of the complaint.

**14.4.** The Customers-Consumers have the right to submit complaints with the **General Secretariat of Commerce and Consumer Protection of the Ministry of Finance and Development** in relation to complaints or requests which in their opinion were not dealt with and are connected with any breaches on behalf of the Bank and the terms of the present.

**14.5.** The Competent Authorities and the alternative dispute bodies for consumer difference for the submission of complaints by the Customer-Consumer in relation to breaches of the present by the Bank are:

- **The Consumer Ombudsman, 114 Alexandras Ave. 11471, Athens, tel. 2106460862, e-mail: [grammateia@synigoroskatanaloti.gr](mailto:grammateia@synigoroskatanaloti.gr), website: <http://www.synigoroskatanaloti.gr>**
- The Hellenic Financial Ombudsman, 1 Massalias str, 10680, Athens, tel. 210 3376700, e-mail: [info@hobis.gr](mailto:info@hobis.gr), website: [www.hobis.gr](http://www.hobis.gr)
- The Friendly Settlement Committees provided for in article 11 of L. 2251/1994 as in force.

**14.6** The Bank's Customer Complaints Department shall inform the Customer of the alternative dispute resolution

procedures as the case may be, resulting from the present, pursuant to the applicable legal framework.

## **15. TERM-TERMINATION OF CONTRACT-CLOSING OF ACCOUNT**

**15.1.** The present GTT have an indefinite duration.

**15.2.** The Customer may terminate the present GTT at any time.

**15.3.** If the termination of the GTT by the Customer as per the preceding paragraph takes place after the lapse of six (6) months from its date of signature, it takes place free of charge. Otherwise, the Bank has the right to charge a fee, which in any event must be reasonable and proportional to the relevant cost as per the details referenced in the Special Terms. Any charges imposed under the framework of the present GTT on a periodic basis are paid by the Customer proportionally to the time since the last charge until its termination and if these charges have been prepaid, they shall be returned in proportion.

**15.4.** The Bank may terminate the present GTT at any time upon written notice, which shall take effect upon the lapse of sixty (60) days from its service to the Customer.

**15.5.** The Bank is entitled upon written notice to the customer to terminate the present GTT at any time, without complying with the deadline of the preceding paragraph (15.4), for significant cause, such as indicatively breaches of provisions of the law or the present by the Customer, all of which are considered significant and/or specifically in the case where the Customer used its Deposit Account intentionally for unlawful purposes or provided inaccurate information for the opening of a Deposit Account.

**15.6.** The termination of the present GTT means the termination of any contractual or transactional relationship of the Bank with the Customer, the closing of the Customer's Deposit Account, the exclusion of any further transactions therewith, the subsequent cancellation of all of the directly connected benefits therewith (e.g. standing orders), as well as the Cards, unless the Bank excludes from these consequences one or more of its legal relationships with the Customer, stating directly and in writing to it the continuation thereof. In this case, any expenses and charges pursuant to article 5.11 shall become due and payable, whilst any credit balance shall be transferred to an interim interest free account at the beneficiary's disposal, with a simple notice thereto at the address referenced in par. 4.1. above, unless other accounts of the Customer are held with the Bank, whereby the Bank shall credit the balance to any one of these accounts, notwithstanding any other instructions of the Customer.

## **16. AMENDMENT OF THE CONTRACT**

**16.1.** The Bank taking into account the indefinite duration of the present GTT (par. 15.1. above) reserves the right to unilaterally supplement and/or amend these at any time and for any reason, including but not limited to amendments of the legal framework, reforms and updates of the Bank's system, redesigning of the products and the services it offers based on new market conditions and needs, operational costs and any risk assumed by the Bank. The amendment shall come into force upon prior notice of its content to the Customer either via a simple letter, or the statements through which the Customer is informed on the development of the loans granted to it by the Bank, or through the Deposit Account statements, or via e-mail or SMS, or through the Bank's website, or by the press or any other suitable means at the Bank's discretion.

**16.2.** The notice of the preceding paragraph shall be given at least two (2) months prior to the effective date of the new terms. The Customer, is in any case entitled not to accept the amendment and terminate its contract with the Bank immediately and free of charge until the effective date of the amendments, with the consequences provided for in article 8 above. The inactive lapse of the above time frame constitutes acceptance of the amendments on behalf of the Customer.

**16.3.** By way of exception, the above amendments shall be immediately effective in case of a Customer-non-Consumer, who is entitled not to accept the amendment and to terminate the contract with the Bank the latest within thirty (30) days from the above notice.

**16.4.** Changes in exchange rates and type of interest rates whether these have been characterized as floating or fluctuating as per the above, provided that these changes are based on reference rates of exchange and the calculation method of the actual interest is provided, as well as the date and the way information of these exchange rates is provided, do not constitute amendments to the contract.

**16.5.** Adjustments in remuneration, commission and expenses provided for in the Table of Fees do not constitute amendments to the present. Similarly, any changes which take place in the context of modernization, updating or consolidation of the Bank's computer systems, such as changes of a technical or procedural nature, methods and operating parameters of the Bank's systems including the Electronic Transaction Systems, such as security and Customer identification methods do not constitute amendments to the present. The above referenced indicative changes are binding for the Customer from the time they are notified in writing or upon posting thereof on the Bank's website through the Electronic Transaction Systems or any other adequate means at the Bank's discretion.

## 17. FINAL TERMS

**17.1.** It is specifically agreed that non-exercise or delay in exercising any legal or contractual right or mean of defense on behalf of the Bank does not constitute a waiver thereof.

**17.2.** The voidness or the voidability of any term of the present does not affect the validity and effectiveness of the remaining terms of the present.

**17.3.** It is specifically agreed that neither the Bank nor the Customer shall be liable for any omission in the fulfillment of their contractual obligations which arise from the present GTT, if such omission is due to an event of force majeure for the entire duration thereof. In any case the party claiming the occurrence of a force majeure event must on the one hand take all reasonable measures for the cessation of the force majeure event and the mitigation of its negative effects and on the other hand notify the counterparty thereof in writing within five (5) days from its occurrence, otherwise it shall not be entitled to claim its occurrence. If the force majeure event lasts longer than sixty (60) days, each party is entitled to terminate the present GTT pursuant to clause 15 above.

**17.4.** The terms of the present, all of which are considered significant are valid, notwithstanding par. 17.2. above, in parallel and cumulatively with the terms of the specific contracts between the Bank and the Customer and shall continue to be in effect even after the termination of any contractual relationship and until the definitive and final settlement of any amounts owed to the Bank by the Customer.

**17.5.** The Customer is entitled upon request at any time to receive a copy of the present GTT.

**17.6.** Specific written agreements between the Bank and the Customer in relation to a specific transaction supersede the present General Transaction Terms.

**17.7.** The present General Transaction Terms bind the successors in whole and/or the special successors of the Customer and act in favor of any successors in whole or special successors of the Bank.

**17.8.** By virtue of the present the Customer authorizes and irrevocably orders (which cannot even be revoked in the cases of articles 223 and 726 of the Civil Code or any other, even significant, reason) the Bank in case of its death and upon obtaining adequate public documents certifying its death, irrespective of the issuing authority, to charge its account held with the Bank and to return any amounts unduly paid to it by any competent national or foreign authority or the Greek State or any other foreign State, pursuant to the legal and regulatory provisions of the above authorities, as in force.

**17.9.** The Customer is obliged in any case to return to the Bank any amount which it may obtain from any account it holds with the Bank and which has been unduly paid, pursuant to the above, upon becoming aware thereof.

## 18. PROCESSING OF PERSONAL DATA

The Customer, during the initiation of its contractual relationship with the Bank, is informed via the NOTICE FOR CUSTOMERS OF ATTICA BANK S.A. CONCERNING THE PROCESSING OF THEIR PERSONAL DATA IN ACCORDANCE WITH REGULATION (EU) 2016/679 AND THE RELEVANT GREEK LEGISLATION, which is posted on the Bank's website [www.atticabank.gr](http://www.atticabank.gr) on:

- a) the personal data relating to it which the Bank processes and collects,
- b) the sources from which the Bank collects the personal data,
- c) the purpose of the processing of the Customer's personal data,
- d) the recipients of the personal data,
- e) any transfer of personal data to countries outside the EU (third countries) or international organizations and the conditions for such transfer,
- f) the retention period of the personal data by the Bank,
- g) the rights for the protection of personal data relating to the Customer and the way these can be exercised and
- h) the way in which the Bank protects the personal data relating to the Customer.

## 19. APPLICABLE LAW-DISPUTE RESOLUTION-COMPETENT SUPERVISORY AUTHORITIES

**19.1.** The present GTT are subject to Greek law and in particular Legal Decree 17-7/13.8.1923 "on special provisions of societe anonymes."

**19.2.** The Courts of the capital of the Prefecture where the Customer has its registered seat or resides or the Courts of the capital of the Prefecture where the contract was signed or the Courts of Athens shall be competent for resolving any disputes arising from the application or the interpretation of the present GTT.

**19.3.** The Bank's Customer's Complaints Department, the General Secretariat of Commerce and Consumer Protection of the Ministry of Finance and Development, the Consumer Ombudsman, the Hellenic Financial Ombudsman and the Friendly Settlement Committees provided for in article 11 of L. 2251/1994 as in force are the competent authorities for the submission of complaints by the Customers for any breaches by the Bank of the terms of the present and the out of court resolution of any disputes which may arise between the Customer and the Bank.

**19.4.** The Bank is supervised the Bank of Greece (21 El. Venizelou Str, 102 50 Athens-website: [www.bankofgreece.gr](http://www.bankofgreece.gr)) for the purpose of ensuring and monitoring the effective compliance of the terms of the present in relation to transparency requirements and by the General Secretariat of Commerce and Consumer Protection of the Ministry of Finance and Development in relation to matters pertaining to the protection of the Customer as a Consumer including matters related to the provision of payment services.