

# BASIC TERMS & CONDITIONS OF USE OF HELLENIC BANK SERVICES

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# 1 General

## 1.1 General Provisions

- 1.1.1 The present terms and conditions (the "Basic Terms") are a contract between the Customer and the Bank and apply also as a complement to any separate special terms relating to specific products/services and/or agreements between the Customer and the Bank through any means (the "Special Terms") to the extent they do not conflict with such Special Terms. In the event of conflict, Special Terms agreed at any given time shall prevail over the Basic Terms, except for the Payment Services Agreement included hereunder in the Basic Terms which shall prevail, where applicable and in the event of conflict, over the remaining Basic Terms as well as any Special Terms.
- 1.1.2 The Basic Terms apply to all services they refer to and which are provided by the Bank to the Customer at any given time in relation to the Customer's Accounts.
- 1.1.3 Any partial or total invalidity of one or more of the Basic Terms for any reason shall not affect the force and validity of the remaining Basic Terms or the contractual relation of the Bank with the Customer.

## 1.2 Amendment of the Basic Terms

- 1.2.1 Subject to any other relevant legislation and terms in the Payment Services Agreement included hereunder in the Basic Terms, the Bank has the right to amend at any time the Basic Terms and shall notify the Customers of any such amendment, including the date such amendment will come into force by posting such amendment on the Bank's website at <https://www.hellenicbank.com> and/or by sending a relevant written letter/communication and/or by Bank Mail and/or in any other way which the Bank considers appropriate each time and such communication by the Bank for amendment of the Basic Terms shall be deemed to be considered as an effective way of communication of the relevant amendment to each Customer.

## 1.3 Customer Identification

### 1.3.1 Identification Documents

(a) The Customer identification (including of any proposed customer) is done by the presentation of the following identification documents issued by the competent authority of the issuing State.

(i) For natural persons, the acceptable identification documents are:

- (a) the identity card for Cypriot citizens and citizens of the European Union
- (b) the passport for foreign citizens non-residents of the Republic of Cyprus and citizens of the European Union
- (c) the Alien Registration Certificate (ARC) for foreign citizens who are residents of the Republic of Cyprus.

The above identification documents have to be originals except in cases where the Customer is introduced by Approved Associates of the Bank. When the Customer's introduction is made by Approved Associates of the Bank, the Bank will accept true copies of the identification documents certified by the Approved Associate, or certified by Apostille.

It is noted that in the cases where the customer is introduced by an Approved Associate, the Bank is obligated to arrange a personal meeting with the customer (either by physical presence, or via internet but not by telephone) prior to the

execution of any transaction to confirm the information and data which constitute the economic profile of the customer.

It is understood that the identification documents are valid if not expired except for the Alien Registration Certificate which has no expiry date. If for whatever reason an identification document is renewed, the natural person shall present the renewed document to the Bank.

(ii) For legal entities, the acceptable identification documents shall be originals or certified true copies of the originals of the registration documents of the legal person with the competent authorities of the State in which the legal person is registered and documents proving that the representatives of the legal person are authorised to act in the name of and/or on behalf of the legal person. It is understood that the Bank may accept any other documents which have been received from other official sources which the Bank may consider acceptable.

(b) The Bank reserves the right to request further documents and evidence to be presented to prove the identity of the Customer or to refuse to accept documents which for any reason are not satisfactory.

#### 1.3.2 Permanent Address Certification

The permanent address certification of a natural person is made by the presentation of a recent utility bill which shall be in the name of Customer, municipal taxes, home insurance, bank account statement by another financial institution or other official government documents, where the address of permanent residence as declared by the Customer is evidenced as well as by way of a personal visit to the place of residence. Such document/s relate/s to / refer/s to a period to be determined, at any given time, by the Bank.

The permanent address identification of a legal person is made by the presentation of the certificate of registered office and where the address of the registered office is different from the actual business address, the business address should be certified additionally.

#### 1.3.3 Disclosure of Ultimate Beneficial Owners

In the case of legal persons and Accounts in the name of third parties, the Customer shall be obliged to disclose the ultimate beneficiaries of the Account on the basis of the identification documents referred to physical persons above and where necessary the percentage of the shares belonging to each ultimate beneficial owner.

#### 1.3.4 Update of Identification Information and Economic Profile

(a) The Customer, whether a natural or a legal person, shall be obliged to inform the Bank immediately of any change in his identification documents, and/or the data which constitute the economic profile of the Customer. Furthermore, the Bank may, at any time it deems necessary, request new and/or updated identification documents and information in relation to any transactions which seem unusual and/or important in relation to the usual type of transactions and the economic profile of the Customer and/or transactions of large amounts and/or when suspicion exists of money laundering or financing terrorism; and the Customer, whether a natural or a legal person, shall be under an obligation to present to the Bank new updated documents.

(b) If the Customer fails or refuses to present the required data and information for updating the identification data or in relation to any transactions as mentioned in sub paragraph (a) above, within a reasonable period of time, then the Bank will have the right to suspend the operation and/or close the Customer's Account and at the same time, the Bank will examine the possibility under the circumstances whether it is necessary to submit a report of suspicious transactions/activities to the Unit for Combating Money Laundering (MOKAS).

(c) Any possible cost relating to or resulting from the updating of identification documents and/or data which relates to the economic profile of the Customer, will be charged to the Customer.

## 1.4 Customer's Instructions

1.4.1 The Customer may give instructions to the Bank:

(a) Verbally when he is present at the Bank and after signing the relevant documents and forms for the specific transaction/service or

(b) By a signed letter addressed to the Bank which bears the Customer's signature which corresponds to the Customer's specimen signature kept in Bank's records or

(c) By sending instructions via fax or email that will be accepted by the Bank provided that the Customer has already signed an indemnity agreement or

(d) By using the Digital Banking, as determined by the Bank or

(e) By using the Start Up Payment Service in accordance with the Payment Services Law or

(f) Through a duly authorised representative.

## 1.5 Non-execution of Instructions

1.5.1 The Bank may refuse to execute any instructions of the Customer or any authorised representative of the Customer:

(a) if the instructions are not clear and do not meet any condition which may be required for a particular service offered by the Bank or;

(b) if there is doubt in relation to the identity of a Customer and/or its authorised representative and/or the origin of the instructions (for example suspicion of theft of the identity or alert by the Bank's systems); or

(c) if the execution thereof would lead the Bank to a breach of any legislation and/or Regulation and/or Directive and/or order of any competent authority or body; or

(d) for reasonable cause, including pursuant to any customer acceptance policy of the Bank, any policy of correspondent banks and/or Beneficiary bank and/or any other applicable policy at any given time; or

(e) due to circumstances/events which the Bank, in its absolute discretion considers and/or judges as urgent and/or so as to ensure the Bank deals with such circumstances/events; or

(f) if they are not provided for /included in the authorities granted by the Customer to the authorised representative thereof or

(g) as provided for in paragraph 3.7.3 below or

(h) in the event of an Account being blocked.

1.5.2 If at any time the Bank is informed or receives notice of any dispute between the members of the board of directors of a company-Customer, irrespective of any existing mandates by the company-Customer to the Bank in connection with the operation/management of any Account of the company, the Bank may assume that such mandates have been revoked and in such case, the Bank may suspend the operation of the Account/s of the company and shall not take any action in relation to the Account/s until it receives new clear instructions/ resolution by the company-Customer.

1.5.3 If, at any given time, the Bank is informed or receives notice by any person and has own knowledge or reasonable grounds to believe that there is any inconsistency in the

operation/management of the Customer's Accounts, irrespective of any existing instructions given to the Bank in relation to the operation/management of the Account (mandate), the Bank may suspend the operation of the Accounts and will not take any action in relation to the Accounts until it receives new clear instructions by the Customer and/or a decree or decision of the court or of another competent authority, for the management of the Accounts, until the Bank is satisfied in any case.

- 1.5.4 The Bank may suspend the operation of a company-Customer Account/s upon receipt of a true copy of a (submitted) request for the dissolution and/or liquidation of such a company or a relevant publication in the Official Gazette of the Republic.

## **1.6 Customer Deposits**

- 1.6.1 The Customer deposits can be accepted either in the form of cash or cheques drawn on Cypriot or foreign banks.
- 1.6.2 The deposits can be made at Bank branches or through Automated Teller Machines (ATMs). In case of a deposit through an ATM, the Bank will confirm the deposited amount only after the counting of the money by the Bank's employees.
- 1.6.3 The Bank reserves the right to refuse cash deposits from Customers in cases where it is not satisfied that the source of money to be deposited by the Customer is genuine, in compliance with the provisions of the Prevention and Combating of the Legalization of Money from Illegal Activities Law (L. 188(I)/2007) and the directives of the Central Bank of Cyprus in force at the time.
- 1.6.4 With reference to the deposits of domestic or foreign cheques, the Bank may make the funds available in the Customer's Accounts at a future date after the date of deposit, to cover for the cases of cheques returned unpaid.

## **1.7 Debit Interest**

- 1.7.1 The Customer will be liable for any resulting debit balance in his Account, including the debit interest which will be calculated, even if the Account does not allow an overdraft and the Bank is hereby authorised to charge any debit balances in the Account of the Customer either with a fixed annual interest rate to be determined by the Bank from time to time or with a floating interest rate that will equal the basic rate as determined from time to time by the Bank (the Basic Rate), plus a margin, as this may be agreed between the Customer and the Bank from time to time. In addition, the Account will be charged on the debit balances with past due interest on arrears up to the percentage allowed at any time by the law. For calculating the interest, the number of days comprised in each month shall be taken into account and the divisor shall be the calendar year consisting of 365 (or 366 in relation to leap years) days. The debit interest shall be payable on the 30<sup>th</sup> of June and 31<sup>st</sup> of December of each year or based on the allowable by the law period and as this may be amended from time to time and shall be charged on the balance of the Account. The interest and any other charges, commissions and expenses will be calculated on the said balance of the Account in accordance with the Basic Terms.
- 1.7.2 The Bank reserves the right, as provided below, to determine and vary daily/monthly/quarterly/semi-annually/annually or at any time the Basic Rate, as well as the method of calculating the total interest rate and at the time of its payment/debiting into the Account, so as to take into consideration the monetary and credit rules which are or may be in force, the changing market conditions, the value of money, any changes in the Customer's financial standing, the current and/or agreed wider cooperation of the Customer with the Bank or at its sole discretion. Furthermore, the Bank is obliged to present on its official website the method for calculating the base rate and in case of different categories of basic interest

rates, the calculation method of each category as well as the conditions and parameters that contribute to their change. Such definition and/or variation shall be binding provided that the Customer receives a relevant written notice. Such variation shall be effective from the date specified in such announcement or notice.

## **1.8 Interest on Credit Accounts**

1.8.1 The interest on credit accounts is calculated on the credit balance of an interest-bearing Account and is capitalized at the end of each year i.e. as at 31/12 if the capitalization of the Account is done on an annual basis, or on the 30<sup>th</sup> June and the 31<sup>st</sup> December of each year if the capitalization is done on a semi-annual basis, or at the closing of the Account or on the expiry date of the period if it is a fixed deposit Account. The calculation is based either on the daily balance or the minimum monthly balance depending on the product. The interest rate may be fixed or floating. On the capitalization of interest, the amount of accumulated interest is added to the balance of the Account after deduction of the special defense contribution (where applicable) and the contribution for the General Health System (where applicable) as provided for by relevant legislation. The Bank is hereby authorised to apply zero or negative interest to interest-bearing Accounts of Non-Consumer Holders, in which case, the calculation of interest is based on the daily balance and its capitalization will take place twice a year, on the 30/06 and 31/12 of each calendar year, and on the capitalization of interest, the amount of the accrued interest is added and/or charged to the capital of the Account after deduction of the special defense contribution (where applicable) and the contribution for the General Health System (where applicable) as provided for by relevant legislation.

It is provided that where the Bank applies negative interest on credit Accounts, the Bank has the right throughout the duration of the operation of the Account, to block and/or make unavailable to the Account holder, the amount of negative interest which has been accumulated but not charged and not capitalized.

## **1.9 Customer Obligations**

1.9.1 The Customer is responsible and obliged:

(a) To pay in relation to any agreed overdraft, loan or any other agreed credit facilities or any concessions granted to the Customer together with all interest, fees and other bank charges and rights.

(b) To use the cheque book granted by the Bank solely and exclusively, otherwise the Bank is under no obligation to pay different bills of exchange that are presented for payment, neither does the Bank have any responsibility for any consequences of non-honoring them. The Customer has the right to stop the payment of a cheque he has issued. In case where the Customer instructs the Bank to stop the payment of a cheque, the instruction shall be given in writing or through Digital Banking and will include all relevant data and/or information (issuing date, beneficiary, amount, cheque number, Account number) regarding such cheque and/or the reason for recalling the cheque. Furthermore, the Bank is not responsible to accept such a mandate if the cheque has already been paid and, in such cases, the Bank shall bear no responsibility for the payment of the said cheque. The Customer is responsible to indemnify the Bank for any damage suffered because of any non-payment of the cheque.

(c) To keep the above cheque books and cheques safe, to prevent the possession by non-beneficiaries and notify the Bank immediately and in any possible way in writing or through the Digital Banking in any case of loss or theft, even of a single cheque or in the case where the Customer suspected that a third party signed its own cheque. Until receiving a written notice or notice through Digital Banking, the Bank does not assume any responsibility for

theft or loss and the Customer is responsible for any cheque that is presented for payment at the Bank, regardless of the amount, even if the cheque has been forged by any means.

(d) To immediately return all unused or cancelled cheques to the Bank when requested by the Bank, as well as on the termination of the operation of a current Account (with or without an overdraft limit) of the Customer and when the return of unused or cancelled cheques is required by any laws and regulations in force at any time.

(e) To ensure only the Customer in whose name the cheque book has been granted uses the said cheque book.

(f) To carefully fill in any cheque and to take all necessary precautions in order to avoid the easy forgery and/or counterfeit of the text of the cheque and/or avoid making the alteration difficult to be discovered. The Bank has no liability against the Customer for the payment of any cheque, which was forged, in case where the Customer has facilitated the forgery in any way.

(g) To keep confidential any personal/personalized data and/or security codes, to prevent the disclosure thereof to anyone and to update the Bank immediately in the event of loss or theft thereof in accordance with the Basic Terms.

## **1.10 Correspondence**

1.10.1 The correspondence between the Customer and the Bank shall be sent by the Bank to the address indicated by the Customer at any given time to the Bank (the address for correspondence) in such manner as the Bank may determine.

1.10.2 The correspondence will be sent either by post or by email or through other electronic media depending on the Customer's choice. In the event that the Customer's correspondence is returned to the Bank because of a change of address of the Customer, the Bank shall be entitled to destroy it, provided it has made reasonable attempts to locate the Customer, of no effect.

1.10.3 The Customer has the obligation to notify the Bank of any change in his address for correspondence.

## **1.11 Signatures**

1.11.1 The Customer shall provide the Bank with a sample of his signature based on which the Bank will accept written instructions from the Customer in relation to his Account.

1.11.2 The Customer has the obligation to notify the Bank of any change in the sample of his signature.

1.11.3 Where the signatories are more than one, the Customer shall determine the signature rights and the combinations by which the Bank will accept the written instructions from the Customer. In the event that the Customer does not determine any signature rights and combinations, the Bank will accept written instructions when they are signed by all signatories/Account holders.

## **1.12 Damages**

1.12.1 Except in the case of deception, the Bank's liability for any damages that the Customer or any third party suffered from delay, mistake or negligence of the Bank's employees, is limited only to reinstatement of the damage from the loss of interest. The Bank is not responsible in any case for the reinstatement of the damage occurring from changes in foreign exchange rates or currency exchange rate or change in interest rates or the price index.

1.12.2 The Bank is under no liability for:



- (a) Any damage suffered by the Customer which was caused by reasons beyond the control of the Bank;
- (b) Any damage suffered by the Customer which was caused for reasons that the Bank reasonably did not expect; and
- (c) Any damage suffered by the Customer which has been caused by the refusal of the Bank to execute the Customer's instructions for reasons referred to in paragraph 1.5 above.

### 1.13 Fees and Commissions

- 1.13.1 The Bank is hereby authorised to debit the Customer's Account with commissions and fees, including bank charges, at such intervals as the Bank may determine at its sole discretion from time to time. These commissions and fees/ bank charges will appear on the Table of Commissions and Charges, which can be found on the Bank's official website, and, where applicable, shall be calculated based on the highest debit balance of the Account during the relevant period. The Bank reserves the right to impose and/or modify at its sole and absolute discretion the charges and/or commissions at any given time, after giving relevant notice to the Customer in each case.

## 2 Definitions

### 2.1 Definitions referred in the Basic Terms

- 2.1.1 **"Account"** means the accounts held with the Bank and/or to be held with the Bank in the name of the account holder, who pursuant to the application and/or to a notification by the account holder to the Bank from time to time, shall be connected through the internet and/or telephone lines and/or via electronic and/or other connections as shall be determined or made available to its customers by the Bank from time to time, with the Digital Banking (for any account that the Digital Banking is available).
- 2.1.2 **"Account Information Service"** means the online service for the provision of aggregated information relating to one or more Payment Accounts held by the Payment Service User or to another Payment Service Provider, or to more than one Payment Service Providers.
- 2.1.3 **"API Marketplace"** means the (API Banking) screen and relevant material, information and other sources which can be found today on the official website of Digital Banking <https://www.hellenicbank.com>.
- 2.1.4 **"Approved Associates"** means the professional intermediaries, whom the Bank approves as associates from time to time.
- 2.1.5 **"Apostille"** means the seal certifying the authenticity of public documents of a country which has signed or acceded to the Hague Convention, so that such document can be accepted (in terms of the authenticity of the signatures and seals of the country which it bears) in another country which signed or acceded to the Hague Convention. The competent authority of every country which issues Apostilled certifications is on the website [http://www.hcch.net/index\\_en.php?act=conventions.text&cid=41Σ](http://www.hcch.net/index_en.php?act=conventions.text&cid=41Σ). The competent authority in Cyprus is the Ministry of Justice and Public Order.
- 2.1.6 **"Authorised Cardholder"** means a natural or legal person, other than the Main Cardholder to whom the Bank issues a Card at the instruction of the Main Cardholder and who is named therein and may use such Card.
- 2.1.7 **"Digital Banking Authorised User"** means a natural person authorised by an Account holder to use any of the services provided by the Digital Banking.

- 2.1.8 **"Bank"** means Hellenic Bank Public Company Ltd, term which includes its successors and assigns.
- 2.1.9 **"Bank Mail"** means the secure two-way communication through Digital Banking between the Digital Banking User and the Bank and includes the ability of the Digital Banking User to give orders/instructions to the Bank, other than Payment Orders, to cancel such orders, provided they have not been executed already by the Bank to give information to the Bank other than information of change of address and to submit possible complaints relating to the Bank and/or his Accounts and/or the services he uses.
- 2.1.10 **"Batch Transfer File"** means an electronic register or predetermined form which includes more than one instruction to the Bank for transfer of funds, which the Digital Banking User sends to the Bank through Digital Banking.
- 2.1.11 **"Beneficiary"** means any natural or legal person who holds a Payments Account and who is the intended ultimate recipient of the funds which are the subject of a Payment Transaction.
- 2.1.12 **"Bounced Cheque"** means a cheque issued on any Bank, which upon its re-presentation to the drawee bank, at least fifteen (15) days having passed from its first presentment, remains unpaid due to its drawer's lack of or insufficient funds with the relevant bank. This definition also refers to cheques issued on accounts which have closed in the last six (6) months. Also, for purposes of registering in the CIR, a bounced cheque is a cheque which upon its first presentment for payment was returned unpaid due to lack or insufficiency of funds and subsequently the drawer has given instructions for stop payment of the cheque which was re-presented for payment after the receipt of such instruction by the Bank. The definition includes cheques in any currency issued any time before or on the date they became payable.
- 2.1.13 **"Business ID"** means the identification number which the Bank issues to the Digital Banking User, to be used by the User together with the Digital Banking Username and the Password to gain access to the Web Banking - Business Version. If the Bank determines that a number of Account Holders are in any way connected (either through common shareholders and/or directors), the Bank may issue the same Business ID for more than one such Account Holders.
- 2.1.14 **"Business Units"** means the branches, the Business Units, the Corporate Centres, the International Business Centres and the Shipping Centre of the Bank.
- 2.1.15 **"Card"** means any kind of Card granted by the Bank.
- 2.1.16 **"Card Account"** means the account maintained with the Bank in connection with transactions carried out with the use of the card by the cardholder. The term includes, in the case of debit cards, a current Account of the cardholder (with or without overdraft) and a savings Account, on which the Card transactions are charged and shown.
- 2.1.17 **"Cardholder"** means both the main cardholder as well as, where applicable, the authorised cardholder who will be jointly and severally liable for all card transactions.
- 2.1.18 **"Card Transaction Approval and Processing Company"** means a company which carries on, inter alia, the business of processing and clearing card transactions, including transactions through Automatic Teller Machines (ATMs) of any bank.
- 2.1.19 **"CIR"** means the Central Information Register.
- 2.1.20 **"Collection"** means part of the SEPA Direct Debit, starting from its launch by a Beneficiary, up to the credit of the beneficiary's Payment Account, or Reject, or Return from the Bank, or claim for Refund by the Payer, as set out in the Payment Services Agreement.
- 2.1.21 **"Consumer"** means a natural person who acts for purpose unrelated to his commercial, business or professional activity.

- 2.1.22 **"Contactless Payments"** means payments made for the purchase of goods or services with the use of the Card at the point of sale/purchase, without the Card coming into contact with the electronic payment system/terminal at the point of sale (POS). Contactless Payments without the need for the User to enter a Personal Identification Number (PIN) or sign may be made only up to the contactless payment limit each time, that is applied by each country in which Contactless Payments are made. Beyond the specific limit the Cardholder is obliged to enter his PIN to carry out the transaction.
- 2.1.23 **"Customer"** means any natural or legal person who holds/maintains an Account with the Bank and/or is a Cardholder.
- 2.1.24 **"Cut-off Time"** means the end time of the day's business of the Bank, when transactions are no longer executed or transactions with same day value date are no longer executed and which is determined by the type and/or the currency of the transaction. The Cut-off Times for each case are uploaded on the Bank's official website and may change at any time at the Bank's sole and absolute discretion. The Bank assumes no responsibility for any change in the Cut-off Time, which affects or may affect any transaction.
- 2.1.25 **"DigiPIN Code"** means the one-time code produced by the device provided to the Digital Banking User by the Bank and which allows the User to make transfers to accounts, which do not belong to him, as well as transfers between his Accounts where the transfer exceeds the DigiPin Limit of the DigiPIN Device.
- 2.1.26 **"DigiPIN Device"** means the device that is provided to the Digital Banking User by the Bank, upon application, which is activated by the use of the special codes of the Digital Banking User, and which generates a DigiPIN Code granting its user the ability to execute transactions beyond the maximum amount/s determined by the Bank from time to time on the official website of the Bank.
- 2.1.27 **"DigiPIN Limit"** is zero for transfers to third party accounts and €50.000 for transfers between own Accounts of the Digital Banking User. The Digital Banking User may reduce the said amount, so that the use of the DigiPIN Code is required for the execution of transfers of smaller amounts between his own Accounts. For amounts over the DigiPIN Limit the use of the DigiPIN Code is required.
- 2.1.28 **"Digital Banking"** means the electronic banking services at any given time provided by the Bank and/or any company of the Group of the Bank, to Digital Banking Users, for the execution of financial and/or banking and other transactions and/or orders/instructions and/or the selection of banking and/or other products through ATM and/or an electronic computer and/or telephone and/or any other equipment required through the web and/or mobile phone or through such other electronic links and/or telephone and/or radio and/or television signals through which access to such services is or can be provided, as such may be determined by the Bank from time to time, and which include, among other, the transfer of funds from and to an Account, electronic transfer of files, utility payments, orders for granting of cheque books, deposit forms and Account statements, providing information on exchange rates, creating Standing Orders, information relating to Cards, revocation of cheque payments, information relating to hire purchase agreements and other services and/or facilities provided by the Bank, application for account opening, issuance of non-plastic cards (temporary card numbers which can be used to make only one payment and which expire upon termination of the period of validity which the Digital Banking User determines) and applications for the provision of facilities by the Bank.
- 2.1.29 **"Digital Banking User"** means an Account holder and/or Authorised User who has/have access and/or uses/use Digital Banking.

- 2.1.30 **"Digital Banking Username"** means the identification number which the Bank issues to the Digital Banking User, to gain access to the Web Banking – Retail Version and to the Hellenic Bank Mobile App, in combination with the Password and in combination with the Business ID and the Password to gain access to the Web Banking Business Version. The Bank may determine that the same Digital Banking Username may be used by the Digital Banking User to access and/or execute transactions in relation to any other services the Bank may offer at any given time through any other electronic and/or telephone and/or radio and/or television means and/or device. In the event that the Authorised User is a Customer/may become a customer of the Bank and he has applied/will apply and has been given/will be granted access to his Accounts via the Digital Banking, the Digital Banking Username that will be issued by the Bank to the Authorised User for gaining access to the Account holder's Account will be the same with the one issued/to be issued to the Authorised User for gaining access to his own Account.
- 2.1.31 **"Fax Access Code"** is the number given to the Customer by the Bank through which the Customer and his Test Key Device can be uniquely identified.
- 2.1.32 **"IBAN"** means the International Bank Identification Code which is the unique number which identifies precisely each account to each Provider of Payment Services anywhere and the data of which are defined by the International Standards Organisation (ISO).
- 2.1.33 **"Legal Guardian"** is a parent or the person who exercises parental responsibility (care for the minor child).
- 2.1.34 **"Main Cardholder"** means the person, natural or legal, on whose instructions a Card has been issued (either in his name or to an Authorised Cardholder) and to whose Account all the card transactions will be charged.
- 2.1.35 **"Mobile App"** means the application of the Bank on a mobile device, e.g. smartphone, tablet etc., through which remote banking services are provided, including Payment Services. Use of the application depends on the availability of internet connection or mobile data on the mobile device of the Customer.
- 2.1.36 **"Password"** means the secret combination which may include letters, numbers and/or symbols, which is used for the purpose of confirmation of identity or authorisation, including by a Digital Banking User (in combination with the Username) to gain access to the Digital Banking and to authorise the user to execute transactions. The Bank may determine that the same Password may be used by the Digital Banking User to gain access and/or execute transactions in relation to any other services offered by the Bank at any given time through any other electronic and/or telephone and/or radio and/or television means and/or device. Further, the Bank retains the right to request, at any given time additional information from the Digital Banking User (for example, in relation to previous transactions on an Account) so as to provide access to Digital Banking.
- 2.1.37 **"Payer"** means a natural or legal person that maintains a Payment Account and issues a Payment Instruction or allows a Payment Instruction from such Account.
- 2.1.38 **"Payment Account"** means an Account in Euro or in any other currency which is used for the execution of Payment Transactions. This definition includes Payment Accounts with Basic Features, but does not include, inter alia, as may be determined by the Bank from time to time, loan Accounts, fixed deposits and notice Accounts where over seven (7) days of notice is required for the execution of any withdrawal or debit.
- 2.1.39 **"Payment Account with Basic Features"** means an Account as defined in the Comparability of Fees, Payment Account Switching and Access to Payment Accounts Law of 2017 (L.64(I)/2017).

- 2.1.40 **"Payment Commencement Service"** means the payment service provided by a relevant and duly authorised Payment Service Provider for the commencement of a Payment Order after application by a user of payment services to such Payment Commencement Service provider, in relation to the Payment Account.
- 2.1.41 **"Payment Instrument"** means an individualized device and/or procedural steps that have been agreed between the Payment Service User and the Bank and which is/are used for the purpose of initiating a Payment Instruction and includes, credit and debit Cards, Digital Banking, Soft OTP, SEPA direct debits, the DigiPIN Device, the DigiPIN Code, the codes and/or other data and procedures issued by the Bank for access and/or use of the Digital Banking and/or other services, including the receipt of instructions through fax (facsimile) or email.
- 2.1.42 **"Payment Order"** means the order from a Payer or Beneficiary or through a Payment Initiation Service Provider to a Payment Service Provider for the execution of a Payment Transaction and includes a written consent and authorisation of the Payer to the Beneficiary, which allows the Beneficiary to initiate the payment request through SEPA Direct Debit and the Bank to comply with the orders of the Beneficiary in accordance with the Rulebook (Mandate).
- 2.1.43 **"Payment Service"** means the following services which the Bank provides, either as a Payer Payment Service Provider, or, as a Beneficiary Payment Service Provider:
- (a) Payment in of cash and cash withdrawal from a Payment Account, as well as all activities required to maintain a Payment Account;
  - (b) Execution of SEPA Direct Debits, including a once off SEPA Direct Debit;
  - (c) Execution of credit payments, including Standing Orders;
  - (d) Payment Transaction by Card or equivalent Payments Instrument;
  - (e) Issuance of Payments Instruments and/or acceptance of Payment Transactions through Payment Instruments;
  - (f) Any other services the Bank may offer from time to time, which constitute Payment Services as per the equivalent definition at the time in the Payment Services Law.
- 2.1.44 **"Payment Services Law"** means the Law on the Provision and Use of Payment Services and Access to Payment Systems of 2018, L. 31(I)/2018, in force at any given time.
- 2.1.45 **"Payment Service Provider"** has the meaning provided to the term in the Payment Services Law and includes, among other things, banking institutions, electronic money institutions and payment institutions, which are distinguished in the said Law.
- 2.1.46 **"Payment Service User"** means the Customer who uses a Payments Service as a Payer, Beneficiary or in both such capacities.
- 2.1.47 **"Payment Transaction"** means an action by the Payer or on its behalf, or the Beneficiary, which consists of a disposal, transfer or withdrawal of funds in relation to a Payment Account, regardless of any subjective obligation between the Payer and the Beneficiary.
- 2.1.48 **"Personal Authorisation Identification Number (PIN)"** means the secret number that is issued by the Bank and given to the Cardholder.
- 2.1.49 **"Plan"** means the payments plan for making Direct Debits through SEPA, as this is defined in and applies according to the Rulebook.
- 2.1.50 **"Push Notifications"** means the warning received by the Customer through an application on a mobile phone or other application device, which can be sent at any time without the Customer being on the application.

- 2.1.51 **"Reference Exchange Rate"** means the exchange rate used as the basis for calculating every exchange/conversion of currency, which is made available to the public at the branches of the Bank and which originates from Thomson Reuters Ltd (and in case such information is not available from Thomson Reuters Ltd, then from any other similar source available to the public which the Bank considers appropriate), at any given time.
- 2.1.52 **"Reference Interest Rate"** has the meaning attributed to this term in the Payment Services Law and means the interest rate used as a base for the calculation of the interest and which originates from a source available to the public, that may be checked both by the Bank and the Customer.
- 2.1.53 **"Rulebook"** means, as the case may be, the SEPA Direct Debit Core Rulebook and/or the SEPA Direct Debit Business to Business Rulebook that define the rules and standards of the Plan, as amended and applied at any given time and is accessible from the official website of the European Payments Council (EPC) [www.europeanpaymentscouncil.eu](http://www.europeanpaymentscouncil.eu).
- 2.1.54 **"SEPA"** means the Single Euro Payments Area, meaning the area where Consumers, businesses and other economic factors can make and receive payments in euro, either within or across national borders, based on the same basic terms, rights and obligations and includes the member states of the European Union, Andorra, Switzerland, the United Kingdom, Monaco, Vatican City State and San Marino.
- 2.1.55 **"SEPA Direct Debit"** is the Payment Means governed by the Rule Book for Payments only in Euro within SEPA (Single Euro Payment Area) and which is initiated by the Beneficiary on the basis of consent and authorisation of the Payer which is expressed by a relevant Mandate from the Payer to the Beneficiary and by which the Payment Account of the Payer is debited.
- 2.1.56 **"Settlement"** means the act of fulfilling the obligations regarding the transfer of funds between the Bank and the beneficiary's bank.
- 2.1.57 **"Standing Order"** means the Payment Service by which the Customer gives a (permanent) Payment Order to the Bank for repeated transfers of amounts at fixed periods of time, from one Account to another account, whether within the Bank or to other banks in the Republic of Cyprus or abroad, to cover an account and/or maintain a fixed balance in a specific account, by transferring required amounts from and to another account.
- 2.1.58 **"Soft OTP"** means the application and/or procedure (other than by way of DigiPIN Device), by which a Digital Banking User receives, electronically, a one-time password which allows him to execute transactions through/on Digital Banking.
- 2.1.59 **"Table of Commissions and Charges"** is given to the Customers and is further available to Customers in all Business Units in printed form and on the Bank's official website and contains information regarding fees, commissions and other expenses relating to different services and Payment Transactions of/at the Bank. Reference to such Table includes the charges and commissions relating to Digital Banking and Bank Cards.
- 2.1.60 **"Test Key Code"** means the code produced each time by the Test Key Device and is used for the authentication of a telefax or email.
- 2.1.61 **"Test Key Device"** means the device granted to the Customer upon application which is activated by the Test Key PIN and produces the Test Key Code.
- 2.1.62 **"Test Key PIN"** means the secret number generated by a device which the Bank gives to the Customer and which is used for activating the Test Key Device.
- 2.1.63 **"Unique Mandate Reference"** is the number or other identification reference issued by the Beneficiary of a Payment Mandate, with which the Beneficiary connects and identifies the Payer with the Payment Mandate for SEPA Direct Debits.

- 2.1.64 **"Very Small Business"** means a business as defined by article 1 and article 2, paragraphs 1 and 3 of the Annex of the Recommendation 2003/361/EC.
- 2.1.65 **"Working Day"** means any day between Monday and Friday inclusive, excluding Bank holidays in the Republic of Cyprus.

In the Basic Terms, unless otherwise determined or deduced by the context, words denoting the singular shall include and/or be interpreted in the plural, and vice versa; references to persons shall include registered or unregistered bodies; and the masculine gender includes the feminine, the neutral and vice versa. Headings are used for ease of reference and do not restrict or affect any of the Basic Terms or their interpretation, nor are they deemed to have been incorporated in the Basic Terms.

## 3 Accounts

### 3.1 Account Opening

3.1.1 For opening of an Account, the Bank requires that the Customer presents the identification documents referred to in paragraph 1.3 above and sign Account opening documents. The Bank has the right to conduct investigations and collect data and documents in accordance with the principle "Know Your Customer" and request references from third parties about the character and professional activities of the Customer.

3.1.2 The Bank may rely on third parties for the implementation of customer identification and due diligence procedures only at the outset of establishing a business relationship for the purpose of ascertaining and verifying the identity of Customers. Any data and information for the purpose of updating the Customers' business profile during the operation of the Account should be obtained directly from the natural person in the name of whom the Account is maintained, or in the case of legal persons, from the natural persons who are the ultimate beneficial owners of the shares of the legal person, or who exercise effective control on the legal person, or who have the ultimate responsibility of decision making and who manage the operations of the Customer. The Bank must hold the meeting within a reasonable period of time, the latest within three (3) months from the Account opening date. The meeting may be held over the internet (e.g. Teams, Skype calls) on condition that adequate safeguards are in place (such as sound/video recording of the meeting).

In case where the said meeting cannot take place within the time limit mentioned above, the Bank cannot activate the Account and execute any new transactions through the Account of the said Customer and must terminate the business relationship.

3.1.3 Subject to the provisions of the Payment Services Law and all relevant European directives and regulations relating to payment services, the Bank reserves the right at its sole and absolute discretion not to accept the Customer's application to open an Account.

3.1.4 During the consideration of a Customer's application to open a current Account on which the holder is entitled to issue e cheques for payment of an amount of money, the Bank shall/may, before accepting the Customer's request, undertake the following actions:

(a) ensure through thorough research in the register of the CIR that the applicant is not a registered person and, in the case of a legal person-applicant, that none of the persons exercising control over it is a registered person, and

(b) obtain declaration by the applicant that during the twelve-month period prior to the date of application he has not issued any bounced cheques on any account with any bank, and

(c) obtain reliable recommendations on character of the applicant from another bank or existing customer or by a permanent clerk or officer of the said bank.

It is understood that the Bank may, for its own reasons, proceed with opening an Account without the above references, but in such a case it is required to prepare a justified memorandum of its decision, which will be kept in the applicant's folder for inspection and control by a competent officer of the Central Bank of Cyprus as appropriate,

and

(d) set up, wherever it's possible, a personal interview with the applicant, either physical or online, during which the applicant will be required to provide clarifications for the use of the Account and the nature and volume of transactions which will be processed through the Account.

- 3.1.5 At any time and at its sole discretion, in the event that the Customer has more than one Account with the Bank, the Bank reserves the right to open and/or close Accounts with or without records in these Accounts to carry out transfers of balances, debit and credit from one Account to another, set off liabilities from one Account to another and change Account numbers. The calculations concerning foreign currency Accounts, are based on the current foreign exchange rates of the Bank on the day the transaction is executed or the suggested set-off takes place.
- 3.1.6 Prior to the signing of an agreement for the opening of a Payments Account/s, the Bank shall provide the Consumers with a statement of information on fees, in accordance with applicable laws and such statement is agreed to be drawn up by the Bank and provided to the Consumer in Greek and where the Consumers are not familiar with the Greek language, in English. Further, it is agreed that the statement of information on fees is expressed, in all cases, in Euros.

## **3.2 Account Closing**

- 3.2.1 The Bank reserves the right to unilaterally terminate the operation of any Account opened on the basis of these Basic Terms, by providing relevant two-month written notice to the Customer.
- 3.2.2 The Customer has the right to close any of his Accounts other than notice Accounts, anytime at his will and the Bank must respond to the Customer's request. The Customer has the right to close a notice Account provided he has given the required notice to the Bank in accordance with the notice period required to withdraw any amount from his Account. Otherwise, the Bank will be entitled to impose a charge as if a withdrawal has taken place without notice.
- 3.2.3 The Bank reserves the right to demand from the Customer during the closing of an Account, to set-off any credit balance of the Customer with any other liabilities of the Customer to the Bank.

## **3.3 Current Accounts without Overdraft Limit (or Sight Accounts)**

- 3.3.1 Current Accounts without an overdraft limit are Accounts which allow deposits and withdrawals to be made on demand. They can also be linked to debit Cards to make cash withdrawals from ATMs or purchases of goods and services.
- 3.3.2 The Bank may grant a cheque book at the request of the Customer to be used with current Accounts without an overdraft limit. The Bank reserves the right at its sole discretion or where it is required by laws or supervisory regulations, to refuse the granting of a cheque book or to recall any unused cheques.
- 3.3.3 The Customer has the obligation to keep his cheque book in a safe place and to take the necessary precautionary measures to prevent unauthorised use of cheques. In case of loss of part or the entire cheque book, the Customer has the obligation to notify the Bank



accordingly and the Bank undertakes to take appropriate measures to prevent the unauthorised payment of cheques.

3.3.4 The bank provides information through these Basic Terms of the content of the Directives of the Central Bank of Cyprus concerning opening and operation of current accounts, the creation of the CIR on issuers of Bounced Checks and other related topics.

3.3.5 With respect to the interest on Current Accounts without an overdraft limit, the provisions of paragraph 1.8 above shall apply.

### **3.4 Savings Accounts and Payment Accounts with Basic Features**

3.4.1 The Savings Accounts and the Payment Accounts with Basic Features are Accounts which allow deposits and withdrawals to be made on demand. They can also be linked to debit Cards to make cash withdrawals from ATMs or purchases of goods and services.

3.4.2 No cheque books are granted for Savings Accounts.

3.4.3 With respect to the interest on Savings Accounts, the provisions of paragraph 1.8 above shall apply.

### **3.5 Notice Accounts**

3.5.1 Notice Accounts are Accounts which allow deposits and withdrawals. Withdrawals from a notice Account are allowed provided the Customer has given adequate notice to the Bank according to the notice period of his Account (e.g. 7 days, 35 days, 3 months or 6 months). The notice should be given before the intended withdrawal date, for a period equal to or greater than the notice period of the Account.

3.5.2 Where the Customer fails to submit the required notice, the Bank may impose a charge which will be calculated on the entire or part of the withdrawal amount, depending on the case and which will be deducted from the accrued interest of the Account. These charges appear in the Table of Commissions and Charges which is on the Bank's official website. In the event that the accrued interest is not sufficient to cover the amount of the charge, the deduction will be extended up to the amount of capitalized interest of the immediately preceding period.

3.5.3 The interest rate on notice Accounts is variable and is determined by the Bank, taking into account, inter alia, the notice period and the outstanding Account balance and in any case subject to paragraph 1.8 above. The determination and/or any change in the interest rate will be binding on the Customer who will be notified of such determination and/or change by announcement in the daily press or via mail or by such means as the Bank in its sole discretion, deems appropriate. Such change shall come into force from the date specified in such announcement or notification.

3.5.4 The Customer has no right to carry out Payment Transactions from Accounts of which a more than seven (7) days' notice is required.

### **3.6 Fixed Deposit Accounts**

3.6.1 The deposit amount together with the interest due is payable to the Customer at the maturity of the deposit, or to his attorney or administrators of his estate or executors of his will and provided that the Bank is not prevented by any law or decree to pay such amount to the Customer.

3.6.2 The deposit interest rate is the one officially determined by the Bank in its absolute discretion for credit balances of this category of Accounts and can be fixed, escalating or floating.

- 3.6.3 The Bank reserves the right to alter the interest rate on the expiry date of the deposit where the fixed deposit Account has fixed or escalating interest rate or at the date of readjustment of the interest rate where the Account has a floating interest rate, in its absolute discretion.
- 3.6.4 In the cases of fixed or escalating interest rate fixed deposit Accounts the Customer becomes aware of the change when the fixed deposit Account is renewed in the presence of the Customer. In the cases of automatic renewals of fixed or escalating interest rate fixed deposit Accounts by the Bank, either following the instructions of the Customer or in the absence of such instructions where the Bank proceeds with renewal by itself, the Bank will not give any notice regarding the change of the interest rate. Such changes will be binding on the Customer.
- 3.6.5 In the cases of floating interest rate fixed deposit Accounts, when the change is effected during the period and not on the renewal of the fixed deposit, the Bank shall notify the Customer about the change of the interest rate with a notice in the daily press or via mail or by SMS/email which require obtaining the prior consent of the receiver or by any such means as the Bank, in its sole discretion, deems appropriate. The change shall be effective from the date specified in the notice. Such change will be binding on the Customer.
- 3.6.6 Withdrawals from a fixed deposit may be effected only upon its maturity. No withdrawals are permitted, whether of part or of the whole of the amount of the fixed deposit prior to its maturity. In the case where the Bank permits any such premature withdrawal, the Customer shall pay a relevant charge to the Bank. The amount of the charge shall be fixed at 2% of the sum of the fixed amount for the remainder of the period to maturity and can be varied from time to time by the Bank at its absolute discretion upon maturity with notice to the Customer. It is understood that in the case where accrued interest of the deposit is not sufficient for payment of the above charge, the Bank may deduct the relevant amount from the sum of the fixed deposit.
- 3.6.7 Deposit in Euro for periods up to one year:  
The deposit is renewed at the absolute discretion of the Bank at its expiry date with the corresponding interest added to the amount of the deposit and afterwards at each new expiry date, for the same period and with the same terms, with an interest rate determined in accordance with paragraph 1.8 above, without prior notice to the Customer, unless before any expiry the Bank receives different instructions from the Customer or the Customer receives notice from the Bank by any means for change of the terms of the fixed deposit.
- 3.6.8 Deposit in Euro or other currency for periods more than one year:  
The deposit is not renewed on its expiry date. Any credit interest attributable to the deposit will be transferred each year into another account that will be indicated by the Customer. On the expiry date, the initial amount of deposit together with any credit interest attributable to the last year will be transferred into this account.
- 3.6.9 Deposit in currency other than Euro for periods up to one year:  
The deposit will be renewed at the absolute discretion of the Bank two (2) Working Days before its expiry date together with any credit interest attributable to the deposit and afterwards on each new expiry date with the same terms and period and with such interest rate as determined in accordance with paragraph 1.8 above, without prior notice to the Customer, unless before any expiry date the Bank receives different instructions from the Customer or the Customer receives notice from the Bank by any means for change of the terms of fixed deposit.
- 3.6.10 The Customer has no right to carry out Payment Orders from a fixed deposit Account.

### **3.7 Dormant Accounts**

- 3.7.1 An Account is classified by the Bank as dormant when no transaction is executed in the account for a period greater than twelve (12) consecutive months.
- 3.7.2 The meaning of "transaction" excludes automatic bank debits carried out automatically in the period preceding the dormancy of the Account (such as interest capitalizations, charges made by the Bank, change of interest rate, defense special contribution, credit from incoming transfers, change of any other element of the Account etc.).
- 3.7.3 When the Account is classified as dormant, the Bank will block the Account in such a way that it will not accept any debit or credit transactions until the reactivation of the Account by the Customer. The Bank reserves the right to unilaterally block the Customer's Account when he does not respond to the Bank's request to update Customer information as provided by applicable law.
- 3.7.4 To reactivate a dormant Account, the Customer will need to be present in the Bank and carry out a transaction and where necessary to update the data related to him.
- 3.7.5 The Bank reserves the right to close inactive Accounts, other than Payments Accounts, with zero balance without prior notice to the Customers. For Payments Accounts, the Bank may terminate the Payments Services Agreement based on the provisions of paragraph 4.10 below.
- 3.7.6 This clause does not apply in relation to fixed deposit Accounts.

### **3.8 Joint Accounts**

- 3.8.1 In case of transactions in relation to a joint Account, the Bank should receive by the Customer relevant instructions in accordance to the existing mandate related to such joint Account.
- 3.8.2 If the Customer requests to close a joint Account, the Bank shall receive relevant instructions and/or orders signed by all holders of that Account unless explicitly stated otherwise in the existing mandates related to such Account. For example, in the case where, pursuant to the existing mandates, anyone of the holders of the joint Account has signatory rights, then the relevant instructions and/or mandates for the closing of the said joint Account may be signed by one holder.
- 3.8.3 If at any time the Bank receives notice about any dispute between the joint Account holders in relation to any of their joint Accounts regardless of what may be contained in any of the existing mandates related to such joint Account the Bank may assume that the mandates given to the Bank of the joint Account holders have been revoked. In such case the Bank shall not proceed with any action in relation to the Account unless it has written instructions from all joint holders.
- 3.8.4 A joint Account for the benefit of a person who has come of age with a minor person remains restricted up to adulthood of the minor. In case where between the joint Account holders there are more than one minors, the Account will remain restricted until the adulthood of the youngest in age minor.
- 3.8.5 Every joint Account holder shall be jointly and severally liable against the Bank for any obligation arising from this Account.
- 3.8.6 In case of death of any of the joint holders of an Account maintained in the joint names of Customers who are natural persons, the Bank pays or delivers to the living or to the order thereof, except in the case where there are express instructions upon the opening of the account which determine to which person the money shall be transferred, in which case

such instructions are maintained, all the amounts, securities/bonds, titles and/or other assets in credit of such Account or continues to maintain the Account in the name of the living.

### 3.9 Minor Accounts

- 3.9.1 Accounts in the name of minors can be opened on the instructions given to the Bank by adults who are either parents or Legal Guardians. All necessary documents for the opening of such Account shall be signed by the adult who gives the instructions for opening the account.
- 3.9.2 Withdrawals from minor Accounts are allowed:
- (a) after the completion of 18<sup>th</sup> year of age of the minor and after this person visits the Bank to convert the Account into a regular Account or
  - (b) in cases where the minor has not reached the 18<sup>th</sup> year of his age and the withdrawal is made by an adult who is either a parent or a Legal Guardian of the child and with the purpose of depositing the money into another Account for the benefit of the minor, and only after the relevant evidence is presented or
  - (c) In cases where there is a court order or in other cases provided by relevant legislation; or
  - (d) With a credit Card granted within the framework of the special plan for minors.
- 3.9.3 Minor Accounts include the following cases:
- (a) An individual's personal Account included within the framework of the special plan for minors.
  - (b) Joint Account of two (2) or more minors.
  - (c) Joint Account of a minor with an adult.
  - (d) An Account of a minor who by law is entitled to earn income from work.

### 3.10 Account Statements

- 3.10.1 (a) Except in the case of joint Accounts, where the Customer has registered to Digital Banking or has requested to receive Account statements through e-mail, he will be able to print and/or store and/or reproduce Account statements on a monthly basis or, in any other frequency as he desires, as the case may be, depending on the category of Account, free of charge. In the case where such a Customer wishes to also receive Account statements in hard copy at the address indicated to the Bank, the Bank shall charge the Customer in accordance with the Table of Commissions and Charges.
- (b) The Bank will mail statements of joint Accounts and Account statements to a Customer who has not registered to Digital Banking and has not requested to receive Account statements through email, on a monthly basis or in another frequency according to the category of the Account, free of charge, to the address indicated by the Customer to the Bank, including email address, unless the Customer gives different instructions to the Bank to receive Account statements on a different frequency or not at all and the Bank agrees with this. The Bank shall not send monthly statements for Accounts which have zero balance and from which no transaction has been executed.
- 3.10.2 The Bank according to the instructions of the Customer, will mail or keep all statements, receipts and notifications until requested. If they are not claimed within thirty (30) days, the Bank may mail statements etc. to the address declared by the Customer as his mailing address. If the above statements, receipts and notifications return without been delivered, the Bank is hereby authorised to destroy them six (6) years later. In case of a return mail with the reason "recipient unknown" the Bank may make effort to track the Customer. If this will not be possible, the Bank may interrupt the mailing of correspondence including Account

statements. The Bank will not be liable for objects lost in the Post Office or otherwise, or that have not been claimed by the Customer. In case of change of address the Customer shall inform immediately the Bank otherwise the Bank will not be liable for sending statements etc. to the last known mailing address of the Customer.

- 3.10.3 If the Customer has objections, reservations or comments concerning his statements of Accounts, he shall submit them in writing to the Bank within two (2) months from the date of issue of the statements or, in the event that the Customer has access to his Accounts through Digital Banking, within seven (7) days from the date that the relevant transactions and/or entries have been made. Failure to submit such objections within the timeframe provided, constitutes approval and acceptance by the Customer of the correctness of the above Account statements and/or relevant transactions and/or entries and the Bank shall be fully exempted from any kind of liability.

## 4 Agreement for Payment Services

### 4.1 Conduct of Payment Transactions and Consent

- 4.1.1 The Bank shall execute a Payment Transaction once it has received the consent of the Payer which may be given through the Beneficiary or the Commencement of Payment Service Provider, in any of the following ways and subject to the terms and/or procedures set out in any separate agreements, between the Bank and the Payment Service User, in each case:

(a) By written instructions of the Payer to the Business Units of the Bank.

(b) By instructions through electronic systems, including Digital Banking and the Commencement of Payment Service by the use of relevant personal/individualised data and/or security codes in each case, including Digital Banking Username, Password and DigiPIN Code or Soft OTP, for instructions through Digital Banking.

(c) By instructions via telephone or fax or email with the use of relevant personal/individualized data and/or security codes, including, in the case of instructions by fax or email, signature and/or Test Key PIN.

(d) By Payment Order for the execution of SEPA Direct Debits given in writing by the Payer to the Beneficiary in accordance with the Rulebook which is made available by the Beneficiary (at his offices or another specified place).

(e) By instructions for the execution of Standing Orders, either in writing or through Digital Banking.

(f) By the use of a credit or debit Card, at electronic point of sales terminals (POS) and/or at ATMs and with the PIN or signature or other personal/individualized data and/or security code which the Bank may specify from time to time. The consent in relation to the purchase of services and/or goods via other channels (for example the internet or via telephone or the post) is given with the filing/reference in each case of one (1) or more of the following data:

(i) Card Number

(ii) Card expiry date

(iii) Cardholder's full name

(iv) The verification number of the Card in accordance with the type of Card

(v) Cardholder's address

(vi) One-Time Password (OTP) or any other code which the Bank may specify from time to time.

(g) By instructions via any Payment Instrument that the Bank may place from time to time at the disposal of Customers and the use of any relevant personal/individualized data and/or security codes.

- 4.1.2 The Bank has the right, to refuse to commence a Payment Transaction or to execute a Mandate for lawful and reasonable cause, which include, the observance of the laws of the Republic of Cyprus and/or the European Union, the observance of the Rules/Regulations of the regulatory body of the Bank and/or other competent authorities, lack of available funds in the Payment Account of the Payer, identification of errors and/or omissions in the Payment Order and/or the consent of the Payer as above, or the case where the Payments Instrument has been blocked or has exceeded its limit, or provided the Bank has determined, or has reasonable suspicion that the transaction is illegal, or for the purpose of prevention of fraud or money laundering and/or cover up offences, or for any other reason as provided in paragraph 1.5 above.

The Bank is obligated to notify to the Customer of its refusal to commence a Payment Transaction or execute the Mandate, the reasons for the refusal and the procedure for the rectification of any errors that led to the refusal unless this is prohibited by the laws of the Republic of Cyprus or the European Union, initially by telephone within the next Business Day and as soon as possible thereafter, in writing. This deadline may be extended by one (1) further Business Day for Payment Transactions for which the relevant order was given in printed form.

If the refusal is objectively justified, including as mentioned above, it is agreed that the Bank shall impose a charge for the relevant notification as per the amount determined each time in the Bank's Table of Commissions and Charges.

- 4.1.3 Without prejudice and subject to paragraph 4.1.2 above, for SEPA Direct Debits the Bank may and is authorised by the present Agreement, before Settlement, to reject the Collection, without prior consultation with the Payer:

(a) for technical grounds (for example wrong IBAN)

(b) due to the inability of the Bank to complete the Collection for grounds other than technical (for example the Payment Account determined in the Mandate is closed, the Payer is deceased, the Payment Account is not determined in the Mandate)

(c) in circumstances which are unusual and unpredictable, outside the control of the Payment Service Provider or Payment Service User and the consequences of which could not be avoided despite the attempts to the contrary, as well as when the Payment Service Provider is bound by the laws of the Republic of Cyprus or the European Union

(d) When the Payer sends to the Bank a request for the refusal of payment of any future Collection (Refusal) and requests from the Bank not to pay such Collection. The Customer's refusal of payment in relation to a specific Direct Debit, may relate to a certain period or may be indefinite until the Bank receives again instructions from the Customer for payment. The Payer must send to the Bank a relevant refusal request at the latest by the end of the Business Day that precedes the date that the payment by the Payer to the Beneficiary becomes payable. It is agreed that when the Bank rejects and/or returns a Collection, it shall inform accordingly and specify the reason for the rejection and/or return to the Beneficiary's bank and /or the Beneficiary.

- 4.1.4 If a Beneficiary or the Beneficiary's bank requests a Collection reversal (Reversal), the Bank is obligated within five (5) Business Days after the charge to fulfill this request without the prior consent of the Payer and with no obligation to check if the amount of the Collection was charged to the Payment Account of the Payer or was rejected or returned.

- 4.1.5 Except for SEPA Direct Debits, in the case that a Customer is not a Consumer or a Very Small Business, the Bank has the right to determine the currency in which a specific Payment Transaction shall be executed.
- 4.1.6 The Bank has the right to charge commission and/or bank fees and/or expenses for the execution of a Payment Transaction in accordance with the Table of Commissions and Charges in force at the time of execution. For incoming Payment Transactions (where the Customer is the Beneficiary), the Bank shall deduct relevant commissions and/or bank fees and/or expenses from the transferred amount that was credited to the Payment Account of the Customer. Furthermore, the Customer shall be charged with any payable stamp duty in respect of any order of his or Payment Transaction that concerns him.
- 4.1.7 In relation to outgoing Payment Transactions (where the Customer is the Payer) in order for the Bank to be able to proceed with the execution of the Payment Transaction, the Payer must supply to the Bank the following information:
- (a) the name of the Payer and/or the IBAN code of the Payment Account of the Payer;
  - (b) the amount of the Payment Transaction;
  - (c) the IBAN of the Payment Account of the Beneficiary or the account number of the beneficiary if the country in which the account of the beneficiary to be credited is held, has not adopted the IBAN;
  - (d) the name of the Beneficiary;
  - (e) all the details of the Payment Transaction;
  - (f) the Bank Identification Code (BIC) of the Payment Service Provider where the Payment Account of the Beneficiary to be credited is maintained;
  - (g) the amount, the currency and the value date of the Payment Transaction; and
  - (h) any other information that is required to be transmitted from the Payer to the Beneficiary and/or which may be requested by the Payment Service Provider of the Beneficiary and/or which is requested by or imposed by the Central Bank of Cyprus from time to time and/or any relevant law or regulation.
- In the event of outgoing credit transfers, the Bank shall not be obligated to secure the consent of the Beneficiary.
- The Bank shall not bear any liability in connection with the non-execution or wrong execution of an outgoing Payment Transaction, provided the Bank executed the Payment Transaction based on the information provided by the Payer and/or the non-execution or wrong execution arose due to incorrect information provided by the Payer.
- 4.1.8 In relation to incoming Payment Transactions (where the Customer is the Beneficiary), the Bank shall transmit or make available to the Beneficiary the name of the Payer, the amount of the Payment Transaction and all transfer information. The IBAN of the Beneficiary is necessary to correctly execute an order and Payment Transactions which were executed based on the IBAN of the Payment Account of the Beneficiary shall be deemed correctly executed by the Bank.
- 4.1.9 For the execution of SEPA Direct Debits, where the Bank acts as the Payment Service Provider of the Beneficiary, the following information is required for the execution of the Payment Transaction by the Bank:
- (a) The IBAN of the Payment Account of the Payer to be charged and the BIC of the Payment Service Provider;
  - (b) The type of the direct debit (recurring, one-time, first, last, or reversed transaction);

- (c) The name of the Beneficiary;
- (d) The IBAN of the Payment Account of the Beneficiary to be credited and the BIC of the Bank;
- (e) The name of the Payer, if available;
- (f) The Unique Reference Code of the Order;
- (g) The date of signature of the Payment Order by the Payer;
- (h) The amount of the Payment Transaction;
- (i) If the Payment Order has been undertaken by another Beneficiary other than the one that issued it, the Unique Reference Code of the Payment Order given by the initial Beneficiary;
- (j) The Beneficiary's identification code;
- (k) If the Payment Order has been undertaken by another Beneficiary other than the one that issued it, the identification code of the initial Beneficiary;
- (l) Any transfer information provided by the Beneficiary to the Payer
- (m) The purpose of the Payment Transaction.

Where the Bank acts as the Payment Service Provider of the Payer and the Payer is a Consumer or a Very Small Business, the Payer may request from the Bank:

- (i) To limit the amount and/or periodicity of the specific Direct Debit;
- (ii) When a Direct Debit execution order does not provide for the right to a refund, to verify each Direct Debit transaction, before debiting the Payment Account of the Payer, to determine, if the amount and frequency of the Direct Debit transaction corresponds to the amount and frequency agreed in the Payment Order;
- (iii) To block any Direct Debits to the Payment Account, or any Direct Debits coming from one or more specified Beneficiaries or to approve Direct Debits only coming from one or more specified Beneficiaries.

4.1.10 Payment Transactions will be executed in the manner used by the Bank in the normal execution of a similar nature of work and the Bank is released from and/or bears no liability for loss or damage which may arise from any cause when the Bank is bound by the laws of the Republic of Cyprus or the European Union or from a cause beyond the control of the Bank, the consequences of which could not have been avoided despite efforts to the contrary, including the following:

- (a) Delay, error, omission or inability to execute a Payment Transaction due to omission or inability of any service other than the Bank (for example post office, wire or wireless telecommunications);
- (b) The act or government decree or governmental organisation, service or organised group which exercises state powers either de jure or de facto;
- (c) Natural disasters, Acts of God and strikes.

4.1.11 In relation to Payment Transactions where the Bank acts as a Payment Service Provider of the Payer it is agreed that:

- (a) In the case where the Payment Account of the Beneficiary is maintained with a Payment Service Provider within a member state of the European Union (EU) or the European Economic Area (EEA), then, if the Payment Transaction is made in Euro by charging the Payment Account that is maintained in euro, the crediting of the account of the Beneficiary's Payment Service Provider shall occur within the next Business Day from the date of receipt of the Payment Order by the Bank, or, if the order was given in writing within two (2) Business Days of its receipt.



(b) In cases other than the ones mentioned in paragraph (a) above, the credit of the account of the Beneficiary's Payment Service Provider shall occur within four (4) Business Days from the date of receipt of the Payment Order by the Bank.

- 4.1.12 In relation to Payment Transactions where the Bank acts as a Payment Service Provider of the Beneficiary, the Bank shall set the amount of the Payment Transaction at the disposal of the Beneficiary immediately upon this being credited to the account of the Bank, with value date the Working Day on which the Account is credited, subject to the relevant Cut-off Time, and provided that there is no currency conversion from the part of the Bank or there is a currency conversion between Euro and the currency of a member state of the European Union or between currencies of member states of the European Union. In relation to Payment Transactions where the Bank acts as a Payment Service Provider of the Payer, the Bank will debit the Payment Account of the Payer with value date the date on which the said account is debited,
- 4.1.13 Where a Consumer deposits cash in a Payment Account in the currency of the said Payment Account, the Bank makes the funds available and value dated immediately after the time of receipt during the working hours of the branches of the Bank. If the depositor is not a Consumer, the amount shall be made available with value date not later than the following Business Day after its receipt at a branch of the Bank.
- 4.1.14 Where a Standing Order is not executed due to no available funds on the balance of the Account of the Customer as at the specified date for execution thereof, the Bank has no obligation to execute the said Standing Order at a later date.

## **4.2 Time of Receipt and Execution of Payment Order**

- 4.2.1 The time of receipt of a Payment Order is the time that the Bank receives the Payment Order, subject to the relevant Cut-off Time beyond which each Payment Order received by the Bank shall be deemed to be received on the next following Business Day.
- 4.2.2 In the case of an agreement between the Bank and the Payment Service User for the execution of a Payment Order on a specific day or at the end of a specific period or on the day that the Payer places funds at the disposal of the Bank, the said agreed day is deemed to be the time of receipt of the Payment Order by the Bank, where the Bank acts as the Payment Service Provider of the Payer. Provided that, if a non-Business Day was agreed, the Payment Order shall be deemed to have been received on the next following Business Day.

## **4.3 Revocation of Orders**

- 4.3.1 (a) Subject to the below paragraphs in the present clause 4.3.1, a Payment Order given by the Payer becomes irrevocable upon its receipt by the Bank, where the Bank acts as the Payment Service Provider of the Payer.
- (b) Subject to paragraph (c) below, a Payment Order given to the Bank by the provider of a Commencement of Payment Service, or by a Beneficiary or through him, becomes irrevocable for the Payer as soon as the Payer gives its consent to the provider of a Commencement of Payment Service or to the Beneficiary for the carrying out of / execution of the Payment Order.
- (c) Subject to paragraph (e) below and provided the Payer is a Consumer or a Very Small Business, the relevant consent for the execution of a series of Payment Transactions may be revoked in relation to each relevant future Payment Transaction.
- (d) Subject to paragraph (e) below, in the case that it is agreed between the Bank and the Payment Service User that the execution of the Payment Transaction will be made on a specific day or at the end of a specific period or on the day that the Payer places funds at the

disposal of the Bank, the Payer, if a Consumer or a Very Small Business, may revoke the Payment Order at the latest until the end of the Business Day preceding the agreed time.

(e) In relation to SEPA Direct Debits, the Payer may revoke the Payment Order at the latest by the end of the Business Day preceding the day his Payment Account is charged.

(f) The relevant revocation of the Customer's consent is made in writing and is deemed received at the time it is received by the Bank, provided it is received prior to the relevant Cut-off Time. If the receipt is after the relevant Cut-off Time, the revocation of the consent shall be deemed received on the next following Business Day. In the event that the consent is given through Digital Banking the revocation may also be done through this, provided that the relevant timeframe regarding revocation is respected.

- 4.3.2 After the timeframes for revocation of consent, mentioned in paragraph 4.3.1 above, the Payment Order may be revoked by agreement between the Bank and the Payer, provided that in the case of paragraphs (b) and (e), the agreement of the Beneficiary is also required. In the event of such agreement the Bank may impose charges based on the Table of Commissions and Charges.

#### **4.4 Transmission of Information and Notifications**

- 4.4.1 (a) The provision of information and/or notifications within the framework of the Payment Services Law shall be made by the Bank, as the case may be, through Bank Mail and/or post (including together with the Account statements) and/or by fax and/or by SMS/email. In the case of real or suspected fraud or security threat, the Bank shall notify its Customers (as a group or personally, depending on the case) by telephone, through ATM, through Digital Banking (by Bank Mail or banner, or Push Notifications on the Hellenic Bank Mobile App), through its official website, by SMS, by a link in SMS, through a secure email portal and/or through social media.

(b) The provision of information and/or notifications from the Customer shall be made in writing except where otherwise provided in the Payment Services Agreement or in another agreement between the Bank and the Customer.

- 4.4.2 The Bank shall provide, without undue delay, to the Payer (where it acts as the Payment Service Provider of the Payer), the information provided for in the Payment Services Law for each Payment Transaction in a Payment Account of the Payer, after the Payment Account has been charged with the amount of the Payment Transaction or after receipt of the Payment Order (where the Payer does not use a Payment Account) as the case may be. The Payer has the right to require that the Bank provides or makes available to it all the above-mentioned information at least once (1) a month, free of charge, with one of the ways mentioned in clause 4.4.1(a) above.
- 4.4.3 The Bank shall provide or make available to the Beneficiary (where it acts as the Payment Service Provider of the Beneficiary), at least once (1) a month, the information provided for in the Payment Services Law for each Payment Transaction in a Payment Account of the Beneficiary, with one of the ways mentioned in clause 4.4.1(a) above.
- 4.4.4 Where the Customer is not a Consumer or a Very Small Business, the Bank has the right to charge fees for the provision of information and/or the notifications as provided above. Furthermore, where the Customer is not a Consumer or a Very Small Business, the Bank shall not bear the burden of proof that it has complied with the information requirements provided for in the Payment Services Law.
- 4.4.5 A Customer who is a Consumer or a Very Small Business may request to receive from the Bank, at any given time, the terms of the Payment Services Agreement and/or information and/or the terms mentioned in the Payment Services Law relating to the framework

agreements, in one of the ways mentioned in clause 4.4.1(a) above. Such a Customer may, also, request to receive by the Bank additional or more frequent provision of information and/or notifications than what is provided above in the present clause, or to request the transmission thereof in a different way to what is mentioned above in the present clause and in such a case it is agreed that the Bank shall charge the Customer as mentioned in the Table of Commissions and Charges.

- 4.4.6 The Bank will provide, on an annual basis and free of charge, to Consumers holding Payment Account/s, a statement of fees, in accordance with applicable laws, and such statement is agreed to be drawn up by the Bank in Greek and where the Consumers are not familiar with the Greek language, in English.

Further, it is agreed that the statement of information on fees will be expressed, in the currency of each Payments Account. In the event where the Consumer receives an Account/s statement/s by email or has registered to Digital Banking, or has selected to receive any other communication/information by the Bank electronically, the Bank shall send/provide the statement of fees by email or through Digital Banking. Where such Customer also wishes to receive the statement of fees through post, he shall submit an application to this effect to the Bank and the Bank reserves the right to charge the Customer in accordance with the Table of Commissions and Charges.

#### **4.5 Amendments to this Payments Services Agreement**

- 4.5.1 It is hereby agreed that the present paragraph 4.5 will not apply where the Customer is not a Consumer or a Very Small Business and the Bank will inform the Customer who is not a Consumer or a Very Small Business about the amendments to the Payment Services Agreement as provided for in paragraph 1.2.1 above.

- 4.5.2 Where the Customer is a Consumer or a Very Small Business:

(a) The Bank may amend this Agreement at any time and shall provide to the Customer a relevant amendment proposal, two (2) months prior to the proposed date for the amended Payment Services Agreement coming into force and

(b) The Bank shall inform the Customer of the proposed amendment of the Payment Services Agreement by letter through the post or in the Account statement of the Customer and shall provide to the Customer the proposal for the amendment of the Payment Services Agreement by making a relevant upload on the official website of the Bank. In addition to such upload, copies of the proposed amended Payment Services Agreement shall be made available, in written form, at the Business Units of the Bank and the Customer, provided he requests this and provided the Bank has already uploaded the proposal for amendment on its official website, may request to receive the proposal for amendment in a written form from the Business Units of the Bank and

(c) Every proposal of the Bank to amend the Payment Services Agreement shall be deemed accepted by the Customer if he fails to notify his non-acceptance before the proposed effective date of the amended Payment Services Agreement. In case of non-acceptance, the Customer is entitled to terminate, free of charge, the Payment Services Agreement in force at any time and in any event prior to the proposed effective date of the amended Payment Services Agreement.

#### **4.6 Interest Rates, Fees and Exchange Rates**

- 4.6.1 (a) According to the type of Payment Account of the Customer which is credited or debited, the corresponding amount or percentage shall be charged as mentioned in the Table of Commissions and Charges. In the case where an interest rate, including a Reference Interest Rate, is used, full information on this is provided in the separate agreements/documents

signed by the Customer with the /at the Bank. In the case of a Payment Transaction which results in the creation or the continuation of an excess on a Payment Account, in the absolute discretion of the Bank, a relevant fee shall be paid for the duration of such excess. The amount/percentage of the abovementioned charge at any given time is listed in the Table of Commissions and Charges.

(b) In the case that the execution of the Payment Transaction requires conversion of currency, unless otherwise agreed between the Bank and the Customer this will be made with the selling rate as the exchange rate or, depending on the case, the buying rate of the Bank that applies on the date of execution of the Payment Order by the Bank and for the calculation of which the exchange reference rate of the date execution of the Payment Order is used as a basis of calculation, plus margin.

- 4.6.2 Interest rate changes (including Reference Interest Rate) and/or exchange rates (including Reference Exchange Rates) shall be valid immediately and without warning. Customers may be informed for each interest rate change and of the exchange rates at the branches of the Bank and from the official website of the Bank and by telephone at the Customer Contact Centre at telephone number 80009999 and +35722500500 if calling from abroad.

## **4.7 Payment Instruments**

- 4.7.1 The Customer is obligated to maintain/keep safe and/or secret any Payment Instruments and/or any personal/individualized data and/or security codes of any Payment Instruments which it has in its possession and/or uses at any given time and to comply with any obligation in relation thereto, in accordance with the Basic Terms and possible required measures included in the supplemental agreements between the Customer and the Bank and/or documents and/or directions of the Bank which the Customer receives for their safekeeping.
- 4.7.2 The Bank reserves the right to suspend the use of Payment Instruments for objectively justified reasons relating to the safety of the Payment Instruments, suspicion of non-approved or fraudulent use thereof, or severe risk of inability of the Customer to complete its obligations (in the case of Payment Instruments with a credit opening).
- 4.7.3 Except where there are objective security reasons or it is prohibited by the laws of the Republic of Cyprus and/or the European Union, the Bank shall inform the Customer of the suspension of the Payment Instruments and of the reasons for suspension thereof, by telephone and/or SMS/email and/or Bank Mail, if possible, prior to the suspension of the use of the Payment Instrument, or, the latest, immediately thereafter.
- 4.7.4 The Bank shall lift the suspension of the Payment Instrument or replace it with a new one, upon the suspension reasons ceasing to exist.
- 4.7.5 In the case of use of Payment Instruments by the Customer for the purpose of notification to the Bank of its consent for execution of a Payment Transaction, it is agreed that there may be maximum daily and/or per transaction limits, of which the Customers may be informed from the Customer Contact Centre at 80009999 and +35722500500 if calling from abroad, from the Business Units where the Payment Accounts are maintained and/or the Card Service of the Bank (where applicable).

## **4.8 Rectification of Payment Transactions**

- 4.8.1 (a) Subject to the following provisions in the present clause 4.8, the Customer, who is a Consumer or a Very Small Business, may request from the Bank, depending on the case, rectification of a non-approved / without authorisation or wrongly executed Payment Transaction provided that, as soon as it is informed of such Payment Transaction, it notifies the Bank without undue delay and the latest within thirteen (13) months from the date of the Payment Account being charged. Where the Customer is not a Consumer or a Very Small

Business, the relevant timeframe for notifying the Bank is sixty (60) days and in the case of a Payment Transaction through and/or in relation to a Payment Account through Digital Banking the relevant timeframe is seven (7) days.

(b) The liability of the Bank regarding incorrectly executed Payment Transactions arises only if the required information for the correct execution of the Payment Order, which is specified in paragraphs 4.1.8 to 4.1.10 inclusive, above, was given to the Bank correctly.

(c) Subject to the relevant timeframe for notification of the Bank as provided in paragraph (a) above, in the case of incorrect execution of a Payment Transaction by the Bank which acts:

(i) as Payment Service Provider of the Payer (who is a Consumer or a Very Small Business), the Bank returns, without undue delay, to the Payer the amount of the incorrect Payment Transaction and reinstates the Payment Account of the Payer to the state it would have been in if the incorrect Payment Transaction had not been executed;

(ii) as Service Provider of the Beneficiary, (who is a Consumer or a Very Small Business), and receives an amount for the credit of a Payment Account of the Beneficiary, the Bank shall immediately place the amount of the Payment Transaction at the disposal of the Beneficiary and depending on the case credits the relevant amount to the Payment Account of the Beneficiary.

(d) In the case that the Payment Transaction has been executed without the authorisation of the Payer (where the Bank acts as the Payment Service Provider of the Payer) and provided the Payer notifies the Bank within the relevant timeframe mentioned in paragraph (a) above, the Bank shall credit the relevant Payment Account of the Payer with the amount of the Payment Transaction immediately and at the latest by the end of the next Business Day and shall reinstate the said Account to the state it would have been in if had the non authorised Payment Transaction not been executed, except where the Bank has reasonable suspicion of fraud.

(e) Subject to the relevant notification timeframe of the Bank as provided in paragraph (a) above, in the event of execution of a Payment Transaction without authorisation of the Payer (where the Bank acts as Payment Service Provider of the Payer) the commencement of which was carried out through a Commencement of Payment Service Provider, the Bank shall immediately return and at the latest by the end of the next Business Day the amount of the Payment Transaction and shall reinstate the Payment Account of the Payer to the state it would have been in if the unauthorised Payment Transaction had not been executed.

4.8.2 A Payer who is a Consumer or a Very Small Business is liable only up to the amount of €50 for damage from Payment Transactions executed without its authorisation and which are a result of the use of a lost or stolen or misappropriated Payment Instrument, unless:

(a) the loss, theft or misappropriation of the Payment Instrument could not have been identified by the Payer prior to the execution of the Payment Transaction, and provided the Payer did not act fraudulently, or

(b) the damage was caused by actions or omissions done by the Bank, or on its behalf.

4.8.3 The Payer who is a Consumer or a Very Small Business is liable for all damage from Payment Transactions which were executed without its authorisation, provided the damage is due to the fact that the Customer:

(a) acted fraudulently or

(b) did not complete, with intent or due to gross negligence, one or more of its following obligations:

- (i) to use the relevant Payment Instrument in accordance with the terms governing its issuance and use, including taking every reasonable step for the safekeeping of the Payment Instrument and/or any personal/individualised data and/or security codes thereof;
- (ii) to notify the Bank (or other person/entity designated by the Bank), without undue delay, immediately upon becoming aware of the loss, theft or misappropriation or unauthorised use of the Payment Instrument.

4.8.4 In the case where the Customer is not a Consumer or a Very Small Business and the execution of a Payment Transaction was done by the use of a Payment Instrument, the use of the Payment Instrument in itself, constitutes proof that the relevant Payment Transaction was executed with the consent of the Customer.

4.8.5 Clauses 4.8.2 to 4.8.4 inclusive do not apply to electronic money instruments within the meaning section 2 of the Law on Electronic Money Institutions unless:

(a) The amount in the Payment Account or in the Payment Instrument where the electronic money is stored does not exceed €1.000 and

(b) the Bank does not have the capacity to block the Payment Account or the Payment Instrument where the electronic money is stored.

4.8.6 The Bank, immediately upon being requested to do so by a Payment Service User, attempts to detect the Payment Transaction which was not executed or executed incorrectly and notifies the Payment Service User of the result without charging him.

4.8.7 The Bank, as Payer Payment Service Provider shall make reasonable attempts to recover the amounts of a Payment Transaction incorrectly executed and is permitted to charge the Payer for recovery of such amounts based on the Table of Commissions and Charges.

4.8.8 (a) (i) Where the Bank acts as Payment Service Provider of the Beneficiary, it shall transmit to the Payment Service Provider of the payer, a Payment Order given by the Beneficiary or through the Beneficiary, within the timeframe agreed between the Beneficiary and the Bank. In the case of Standing Orders, the Bank shall ensure that the Settlement is possible as at the date of the agreement between the Bank and the Beneficiary.

(ii) In relation to Customers-Beneficiaries of an amount from a Standing Order which are Very Small Businesses and where the Payment Order is not transmitted correctly by the Bank to the Payment Service Provider of the payer, the Bank shall immediately transmit the Payment Order anew to the Payment Service Provider of the Payer and shall immediately set the amount of the payment transaction at the disposal of the Customer and, on a case by case basis, shall credit the respective amount to its Payment Account, with value date which shall not be later than the value date which the amount would have had in the event of the proper execution of the payment transaction.

In the case of execution of a payment with delay, the Bank shall ensure that, upon application of the Service Provider of the Payer, who acts on behalf of the Payer, the value date for the Payment Account of the Payer shall not be later than the value date which the amount would have had in the case of proper execution of the payment transaction.

(b) (i) In relation to Customer-Payers pursuant to a SEPA Direct Debit who are Consumers or Very Small Businesses and where the Payment Service Provider has transmitted the relevant Payment Order correctly to the Bank but did not receive the amount of the Payment Transaction, the Bank returns, without undue delay, to the Payer the amount of the Payment Transaction which was not executed or which was executed incorrectly and reinstates the Payment Account to the state it would have been in if the Payment Transaction had not been

executed. Provided that the value date for the credit of the Payment Account of the Payer is not later than the date on which the amount was charged.

(ii) The above obligation does not apply in the case where the Bank proves that the Payment Service Provider of the Beneficiary has received the amount of the Payment Transaction even if the execution of the transaction was slightly delayed. In such a case, the responsibility for determining the value date of the amount in the Payment Account of the Beneficiary lies on the Payment Service Provider of the Beneficiary.

(c) The liability of the Bank based on paragraphs (a) and (b) above exist only if:

(i) the information necessary for the correct execution of the Payment Order as specified in clauses 4.1.8 to 4.1.10 above, inclusive, were given to the Bank correctly and

(ii) the Customer has notified the Bank of the non-execution or wrong execution of the Payment Transaction within the time frame set out in clause 4.8.1(a) above.

4.8.9 The Bank is liable towards a Payment Service User for any charges and for interest charged to the Payment Service User, as a result of the non-execution or incorrect execution (including delayed execution) of the Payment Transaction.

4.8.10 Subject to the above paragraphs in the present term 4.8, it is hereby agreed that the Bank shall be liable and as such shall be responsible, in any way, towards any Customer and/or other person, for any Payment Transaction credited to a Payment Account and/or at any time/stage until the crediting of the amount of the Payment Transaction.

#### **4.9 Reimbursement of Payment Transaction Amounts**

4.9.1 (a) Subject to the below paragraphs in the present clause 4.9.1, in the case where the Payer is a Consumer or a Very Small Business, it is entitled to a return by the Bank of the whole amount of the Payment Transaction which was executed with the relevant consent of the Payer, provided the below conditions are cumulatively met:

(i) the commencement of the Payment Transaction was made by a Beneficiary or through a Beneficiary and has already been executed,

(ii) the Payer has submitted a relevant request to the Bank within eight (8) weeks from the date its Payment Account is charged,

(iii) during the approval of the Payment Transaction by the Payer to the Beneficiary the exact amount of the Payment Transaction was not specified

(iv) the amount of the Payment Transaction exceeds the amount that the Payer would reasonably expect, taking into account previous charges, the terms of the Payment Services Agreement and the circumstances of the specific Payment Transaction. In relation to this condition, the Payer cannot claim reasons relating to the conversion of foreign exchange, if the reference exchange rate agreed with the Bank has been applied.

(b) Upon relevant request by the Bank, the Payer is liable to prove the completion of the conditions mentioned in paragraph (a) above.

(c) Subject to paragraph (d) below, for SEPA Direct Debits, a Payer who is a Consumer or a Very Small Business is entitled to the return by the Bank of the whole amount of the already executed Payment Transaction, which was executed with its relevant consent, provided he submits a relevant request to the Bank within eight (8) weeks from the date on which its Payment Account is charged. The Bank shall proceed to reimburse the amount within ten (10) Working Days from the receipt of the relevant request for reimbursement, or, alternatively it shall notify to the Payer the reasons for the refusal to reimburse the amount.

(d) The Payer is not entitled to a return of any amount of the Payment Transaction by the Bank in the case where:

- (i) the Payer has given its consent for the execution of the Payment Transaction directly to the Bank;
- (ii) in each case, the information for the future Payment Transaction was given or placed at the disposal of the Customer by the Bank or the Beneficiary, at least four (4) weeks before the date the Payment Account is charged.

#### **4.10 Termination**

- 4.10.1 The Payment Services Agreement is of indefinite time and is valid until termination thereof as provided in the present clause 4.10 below.
- 4.10.2 Where the Customer is a Consumer or a Very Small Business, the Bank is entitled to terminate the Payment Services Agreement in relation to all or specific Payment Accounts by relevant notice to the Customer at least two (2) months before. Where the Customer is not a Consumer or a Very Small Business, the Bank may terminate the Payment Services Agreement without notice.
- 4.10.3 If the Customer wishes to terminate the Payment Services Agreement in relation to all or specific Payment Account/s he must send relevant written notice to the Bank at least one (1) month before.
- 4.10.4 Upon termination of the Payment Services Agreement, as mentioned above, the Customer shall directly return to the Bank any relevant Payment Instrument and shall settle in full any balance due to the Bank including interest, rights, expenses and charges until the date of repayment.
- 4.10.5 Where the Customer is a Consumer or a Very Small Business, the termination of the Payment Services Agreement does not create a charge on the Customer, unless it is terminated within six (6) months of its date of execution. In the case of termination before the expiration of six (6) months from its date of execution, a relevant charge is imposed upon the Customer in accordance with the Table of Commissions and Charges.
- 4.10.6 Any possible charges imposed by the Bank on a regular basis for the provision of Payment Services, shall be paid by the Customer who is a Consumer or a Very Small Business pro rata to the time left until termination of the Payment Services Agreement and in the case where advance payment is made to the Bank, shall be returned pro rata to the Customer.

#### **4.11 Various Provisions**

- 4.11.1 The present Payment Services Agreement is in English and any notifications made pursuant thereto are made in English and/or Greek.
- 4.11.2 The Customer shall be obliged to notify the Bank immediately and without undue delay, in the case that any data given by the Customer to the Bank within the framework and/or for the purpose of the Payment Services Agreement, including data in relation to Standing Orders changes.
- 4.11.3 In the case that the Customer has given Payment Orders including SEPA Direct Debits and/or Standing Orders, in the event of a change in the number of the relevant Payment Account of the Customer, the relevant Payment Order shall continue to be valid and shall be executed on the Payment Account with the new number.
- 4.11.4 The Bank does not issue credit or debit notes after execution of a Standing Order, unless the Customer requests this with relevant instructions to the Bank. Any stamp duties in relation



to Standing Orders are charged to the Customer and the Bank is authorised to charge the Account of the Customer accordingly.

- 4.11.5 All the terms in the Payment Services Agreement shall be deemed material conditions.
- 4.11.6 The Central Bank of Cyprus is the supervisory authority of the Bank and maintains a "Register of Credit Institutions Operating in Cyprus", in which the Bank is also listed.
- 4.11.7 The Central Offices of the Bank are located at Corner of Limassol Avenue and Athalassas Avenue 200, 2025, Strovolos, Nicosia, Cyprus and the Bank provides Payment Services from/at its Business Units, the addresses of which are listed on the official website of the Bank. Customers may also contact the Bank at the Customer Contact Centre at telephone number 80009999 and +357 22 500 500 if calling from abroad and at the email address of the Bank at [hellenic@hellenicbank.com](mailto:hellenic@hellenicbank.com).

## 5 Digital Banking Terms

### 5.1 General Terms

- 5.1.1 Digital Banking is provided for use by an Account holder and/or Authorised Digital Banking User on account and on behalf of the Account holder subject to the terms and conditions contained in the Basic Terms including paragraph 4 and (subject to and in accordance with the law) such other terms and conditions as the Bank may wish to adopt from time to time and notify to the Account holder in any way the Bank considers appropriate. Provided that the Account holder shall be liable for all acts and omissions on behalf of the Authorised User.
- 5.1.2 The Digital Banking can be accessed and used by:
  - (a) A natural person who:
    - (i) Has completed and submitted to a Business Unit of the Bank a relevant application for registration, or has followed a registration process via telephone or through the Bank's website, and
    - (ii) Has, where appropriate, completed and submitted to the Bank the necessary documents and forms required for his authorisation as a Digital Baking User or of another person as Authorised User and
    - (iii) As a Digital Banking User has received from the Bank a Digital Banking Username evidencing acceptance by Bank of the application for registration and
    - (iv) As a Digital Banking User has received from the Bank and/or created a Password, and
    - (v) Depending on the case, as a Digital Banking User has received the DigiPIN Device or other Payments Instrument of the Digital Banking that the Bank may determine from time to time, including Soft OTP and
    - (vi) As a Digital Banking User has downloaded the Hellenic Bank Mobile App.
  - (b) A Legal person whose Authorised User:
    - (i) Has completed and submitted to a Business Unit of the Bank a relevant application for registration to the Digital Banking and
    - (ii) Has completed and submitted to the Bank the necessary documents and forms required for his authorisation as a Digital Banking User and
    - (iii) Has received from the Bank a Digital Banking Username and a Business ID (where applicable) evidencing acceptance by Bank of the application for registration and

- (iv) Has received from the Bank and/or created a Password and depending on the case, as Authorised User has received the DigiPIN Device or other Payments Instrument of the Digital Banking, which the Bank may determine from time to time.
- 5.1.3 The Bank reserves the right to approve or reject the application for registration to the Digital Banking.
- 5.1.4 In the case of the Account holder being a company or any other person having a separate legal entity, the Digital Banking application must be signed in accordance with the resolution of the relevant competent body.
- 5.1.5 The Account holder must ensure that the Authorised Digital Banking User accepts and always fully complies with the Basic Terms. In addition, subject to and in accordance with the law, the Account Holder and/or the Authorised Digital Banking User shall comply with all the mandates and/or instructions and/or other such terms and conditions as the Bank may issue/adopt from time to time and notify to the Account holder relating to the operation of the Digital Banking.
- 5.1.6 The Bank shall be entitled to provide all information requested and to execute all instructions given through the Digital Banking using the Digital Banking Username, Business ID (where applicable), Password, DigiPIN code or any other security code or device that the Authorised Digital Banking User uses until the Bank receives written notice from the Account Holder that the Authorised Digital Banking User has changed. The Authorised Digital Banking User may request to be removed without the consent of the Account holder being necessary.
- 5.1.7 Instructions given to the Bank for the registration of a Digital Banking User and/or any future instructions relating to the operation of the Account through Digital Banking, as regards, for instance, maximum amounts of transactions that Digital Banking Users are authorised to instruct, apply for banking transactions only through Digital Banking.
- 5.1.8 The terms and conditions set out in paragraph 5 regulate and/or determine the mutual responsibilities of the Bank and the Account holder regarding the latter's transactions through the Digital Banking with the Bank and are additional to the terms and conditions contained in paragraph 4.
- 5.1.9 It is understood that in all cases where a period of notice is required before funds can be paid/transferred from a particular Account to another, such notice will need to be duly given by the Digital Banking User prior to making any payment/transfer from such Account via the Digital Banking. If due notice is not given, the Bank will be at liberty to charge fees as are applicable at that time.
- 5.1.10 The Digital Banking User must maintain the Account of the Account holder within the limits of the overdraft that may have been provided to the Account holder by the Bank. The Bank shall have the absolute right to refuse the execution of any transaction which results in exceeding the limit of the overdraft that may have been provided to the Account holder by the Bank. In the event of the Account being in excess of the overdraft limit which may have been provided to the Account holder, it is the Account holder's responsibility to bring it back within limit immediately, whether the Bank requests so or not.
- 5.1.11 Transfer of funds from the Account of the Account holder to the credit of another account shall be made subject to acceptance by the holder of such other account. If this holder refuses to accept the credit of his account, the Bank shall reverse the entry and make available to the Digital Banking User, through the Digital Banking (in the Account statement) or through its branches, information regarding the non-execution of the transfer instruction of the Digital Banking User. In general, notifications to the Digital Banking User as well as

information regarding Payment Transactions through Digital Banking shall be made available to the Digital Banking User as described in paragraph 4.4 above.

The Digital Banking User shall ensure that all instructions given by him to the Bank are accurate and complete. Where the instructions concern a Payment Account, the Digital Banking User cannot cancel, revoke or change instructions given unless the conditions set out in paragraph 4.4 above are satisfied. In the case of Accounts (other than Payment Accounts), the Digital Banking User cannot cancel, revoke or change instructions given if in giving such instructions he has specified the amount which the instructions concern.

## 5.2 Security & Limitation of Liability

- 5.2.1 The Bank undertakes to cover any losses incurred by the Account holder as a result of internet fraud, whereby the Account holder is proven a victim of unauthorised access to his Accounts through breach of the Bank's Internet Information System, provided the Digital Banking User has complied with all security requirements contained in the Basic Terms or notified to the Account holder by the Bank from time to time in any way the Bank deems appropriate.
- 5.2.2 The Account holder irrevocably authorises the Bank to accept any instructions by the Authorised User, given through the Digital Banking with the Digital Banking Username, Business ID (where applicable), Password and (where transfers are made between Accounts belonging to different Account holders as well as where the amount of the transfer exceeds the DigiPIN limit) the DigiPIN Device, Soft OTP or with the use of any other security procedures that the Bank may from time to time set in place. The Account holder declares, accepts and warrants that he bears full responsibility to ensure the compliance of the Authorised Digital Banking User with the Basic Terms and such other terms and conditions as the Bank may from time to time adopt and notify to the Account holder.
- 5.2.3 The Digital Banking User must use the Digital Banking, the Username, Business ID (where applicable), the DigiPIN Device and Soft OTP, only in accordance with all the terms and conditions regulating such use as same are contained in the Basic Terms and, subject to and in accordance with the law, such other terms and conditions that the Bank may from time to time adopt and notify to the Account holder in accordance with paragraph 5.5 below.
- 5.2.4 The Bank can, for security reasons, and anytime it considers necessary, cancel the Digital Banking Username and/or the Business ID and/or the Password and/or the DigiPIN Device and to provide the Digital Banking User with a new Digital Banking Username and/or Business ID and/or Password and/or DigiPIN Device and/or Soft OTP.
- 5.2.5 In addition to all other security measures contained in the Basic Terms, the Digital Banking User undertakes to adhere to the following security procedures, which he recognises are essential to avoid access by unauthorised persons to the Account holder's Account. The Account holder recognises and agrees that he shall be fully liable for any damage caused either to himself, the Bank or any other person as a result of the Digital Banking User's failure to adhere to the following safety procedures:
- (a) The Digital Banking User must take all necessary precautions to prevent fraudulent use of the Username, the Password, the Business ID (where applicable), DigiPIN Device and the Soft OTP, including any portable device, such as a mobile phone, which may be used for the production of Soft OTP and/or receipt of a one-time password (OTP) and must never disclose the Password and the Digital Banking Username to a third unauthorised person. The Digital Banking User must at all times be aware that under no circumstances whatsoever will an employee of the Bank request him to disclose to him or anyone else his Password or DigiPIN code/s or Soft OTP. The Digital Banking User must at all times take all necessary measures to protect and keep secret his means of access to the Digital Banking as well as his Username,

Business ID (where applicable), Password and DigiPIN code/s or Soft OTP and must never write down the Digital Banking Username, Business ID (where applicable), or Password in a way which could be revealed to anyone. The Digital Banking User must, immediately upon receiving any notice from the Bank in relation to the Password, having first changed it to his own Password, destroy such notice. The Digital Banking User must keep his DigiPIN Device or any device which may be used for the production of Soft OTP and/or receipt of the one-time password (OTP), secure/confidential and under his control at all times and not allow the use of it by any non-authorised person.

(b) The Digital Banking User must be aware of his surroundings when accessing the Digital Banking and must ensure that he is not being watched by someone or filmed on close circuit television and/or any other video recording device.

(c) The Digital Baking User must never leave his computer or any other electronic device he uses unattended while logged into the Digital Banking.

(d) The Digital Banking User shall not write his Password on anything movable or connected with the Digital Banking Username or the DigiPIN Device or Soft OTP in any other form that can be understood or otherwise be accessible to a third person.

(e) The Digital Banking User must ensure that he is accessing the Digital Banking by checking its online certificate. The Digital Banking User may do so by clicking/selecting the padlock symbol displayed next to the address on the screen of his browser. The certificate should be checked to ensure it belongs to the Bank and has not expired or been revoked.

(f) The User must ensure that no monitoring programs run on his computer or any other electronic device, since in such case his Username, Business ID (where applicable), Password and DigiPIN code/s may be detected or intercepted.

(g) The Digital Banking User must use an up to date internet antivirus system (for combating viruses for example) and check the electronic device he uses to access the Digital Banking for viruses on a regular basis.

(h) The website address for the official Digital Banking is <https://www.hellenicbank.com>. The Digital Banking User must never act on the basis of any email, letter or other communication allegedly sent or expressed by the Bank and which instructs or encourages him to visit any other website representing that it is another or the new website of the Digital Banking.

(i) The Digital Banking User must follow any security directions published by the Bank in its official website or on the Digital Banking.

(j) The Digital Banking User must activate the security warnings offered by the Bank.

5.2.6 The Digital Banking User will cooperate with the Bank and will provide the Bank with all the information that he knows about the circumstances under which the Digital Banking Username and/or the Business ID and/or the Password and/or the DigiPIN Device, were lost or stolen or exposed to abuse or misuse/ fraudulent use.

5.2.7 The Digital Banking User must immediately inform the Bank as provided in paragraph 5.2.8 below in the event that he detects or realises:

(a) The loss or theft of his Digital Banking Username, Business ID (where applicable), Password, DigiPIN Device or DigiPIN Code or Soft OTP, or the fact that his access or means of access to the Digital Banking or Digital Banking Username, Business ID (where applicable), Password or DigiPIN Device or other device with an activated Soft OTP may be subject to or exposed to abuse or misuse.

(b) The debit of his Account with the amount of any transaction carried out without his intention.

(c) Any error or malfunction in the keeping of any of his Accounts by the Bank.

- 5.2.8 In the event of loss or theft of the DigiPIN Device is detected or realized or where the access to the DigiPIN Device is subject to or exposed to abuse, the holder of the Account shall be liable to indemnify the Bank for the loss of the first €150 which may be caused by the unauthorised access to the DigiPIN Device, provided that the Digital Banking User has not notified the Bank of such theft or loss of the DigiPIN Device or of the fact that the DigiPIN Device is subject to or exposed to abuse, before the loss of funds. Notice can be effected in the manner provided for in the present paragraph of the Basic Terms.
- 5.2.9 It is understood that the limit of €150 stated in paragraph 5.2.8 above in relation to the liability of the Account holder, shall not apply where the Digital Banking User has not, due to his negligence, adhered to any one of the terms and conditions contained in the Basic Terms or has acted fraudulently. In such case the Bank shall bear no liability for any losses caused to the Account holder and the Account holder shall be liable for all and every one of the transactions carried out in any of his Accounts.
- 5.2.10 Without prejudice to the relevant provisions of the Payment Services Agreement above, the Account holder shall be fully liable for any transactions executed through the Digital Banking (including any instructions given through the Digital Banking) from the Digital Banking User. If for any reason it appears to the Bank that an unauthorised person has used or attempted to use the Digital Banking, in order to intervene in any way in the Account of any Account holder or to give any instructions to the Bank, the Bank may disclose any relevant information to the police or such governmental or other authority it deems appropriate without first notifying the Account holder.

Notwithstanding the above, if a Digital Banking User knows or suspects that any third party knows or may know the Password, Username or Business ID (where applicable), or that any unauthorised transactions have been conducted in connection with the Account/s of the Account holder,

he must immediately:

- (a) change Password in the Digital Banking and ask for a new DigiPIN Device and
  - (b) change any security code he uses for Payment Service Providers other than the Bank for the commencement of payments or the monitoring of/receipt of information in relation to the Account, including Payment Commencement Service providers and
  - (c) deactivate access of any Payment Service Provider mentioned in paragraph (b) above, from API Marketplace and
  - (d) inform the Bank on the telephone 8000 9999 or if calling from outside Cyprus on the telephone + 357 22 500500 or personally informing any Business Unit of the Bank. The parties to the telephone conversation must know that telephone conversations may be recorded and the contents of such recordings constitutes indisputable evidence in any possible dispute that arises between the Digital Banking User and the Bank.
- 5.2.11 If the Digital Banking User notifies the Bank as provided above, then his DigiPIN Device will be cancelled and will no longer be used by him for the purpose of transferring funds/payments from Account/s of the Customer via Digital Banking. A DigiPIN Device can be acquired by payment of the fee/charge listed in the Table of Fees and Charges.
- 5.2.12 The DigiPIN Device at present, is personally delivered to the Digital Banking User who, by signing the delivery receipt document, agrees to the Basic Terms and confirms the physical delivery of the DigiPIN Device to himself.
- 5.2.13 The Account holder must check the accuracy of Account statements and other information which relates to data and/or transactions of his provided by the Bank.

- 5.2.14 The Digital Banking User must, at his own expense, acquire and operate computer and/or telephone and/or any other equipment which is necessary for access to the Digital Banking, pay any registration for connection with the internet and/or other means of electronic connection and shall be responsible for the maintenance of the aforesaid and/or other similar equipment in operational manner, based on any requirements imposed by the Bank from time to time and notified to the Account holder in any way the Bank deems appropriate. The Account holder undertakes that both he and the Authorised Digital Banking User shall use at all times electronic devices for access to the Digital Banking with up to date software (for example browser, operating system).
- 5.2.15 The Account holder understands that in the event that he or the Authorised Digital Banking User use an electronic device which is not up to date, the security of his transactions and his Accounts may be compromised and unauthorised persons may gain access to his Accounts.
- 5.2.16 The use of any device and/or software is made at the Digital Banking User's sole risk and responsibility.
- 5.2.17 In accordance with the provisions of paragraph 5.2.1 above, regardless of how the access to the Account holder's Account has been achieved, either with or without the use of the Password and the DigiPIN Device, Soft OTP or any other security code or device, the Bank shall not be liable in any way for any indirect losses of any type that the Digital Banking User or any other person may suffer as a result of unauthorised access by a third party to the Account holder's Accounts through the Digital Banking.
- 5.2.18 Without prejudice to the generality of the above the Bank will under no circumstances whatsoever be held responsible for the loss of data or the loss of profit that the Digital Banking User or any third person may suffer as a result of any unauthorised access to the Accounts of the Account holder through the Digital Banking.
- 5.2.19 Save as provided by law, the Bank shall not be liable for any loss or damage to the Digital Banking User or any third person for any unprocessed or incorrectly processed transaction, due to electrical, electronic, mechanical, communication or similar failures or loss or damage resulting from strikes, war, natural disasters or any other causes if same are beyond the Bank's control. The Account holder shall be liable and shall indemnify the Bank for any loss or damage suffered and/or to be suffered by the Bank in case such loss or damage is caused by reason of any act or omission of the Digital Banking User, his agents and/or servants.
- 5.2.20 The Account holder must and has a duty to inform the Bank at once, in writing, of any change in his and/or the Authorised Digital Banking User's name, address, telephone number and email address.
- 5.2.21 The Digital Banking User may request the issue of a temporary Card number (a non-plastic Card). This temporary Card number shall be linked, as per the instructions of the Digital Banking User given through the Digital Banking, to one of the User's Hellenic Bank debit or credit Cards existing at the time. It is understood that the terms and conditions signed by the account holder in relation to the granting and use of the debit or credit Card to which the temporary Card number shall be linked shall apply also in relation to the use of the temporary Card number. The Account relating to the debit or credit Card of the Bank which shall be linked with the temporary Card number will be debited with the amount of any transaction carried out by the Digital Banking User with the use of the temporary Card number. The Digital Banking User shall be under a strict responsibility to maintain at all times the secrecy and security of the temporary Card number as set out in the terms and conditions relating to the granting of the debit or credit Card to which the temporary card number shall be linked and, additionally, to apply the same level of safety precautions in relation to the safekeeping and use of the temporary Card number as required in relation to

the use of the Digital Banking, Username, Password, DigiPIN Device and Soft OTP, as such safety precautions are set out in the present Basic Terms and any special agreement between the Customer and the Bank. In the event that the Account holder is not a Consumer or Very Small Business any use of the temporary Card number shall be deemed to have been made by the Digital Banking User, and the Account holder shall be fully responsible for such transaction and shall indemnify the Bank for any loss the Bank may have suffered. It is understood that the Digital Banking User may request the issue of any number of temporary Card numbers (non-plastic Cards).

5.2.22 In the cases where the telephone conversations are recorded, the Account holder and/or the Authorised Digital Banking User is notified at the beginning of the conversation.

5.2.23 The Bank shall have the right to introduce and/or adopt, from time to time, any additional codes and/or other security measures or procedures and it shall inform the Account holder of same in writing.

### 5.3 Execution of Instructions

5.3.1 The Digital Banking User has the option of defining pre-approved beneficiaries, which he is obligated to periodically review and maintain their validity depending on the Digital Banking use.

5.3.2 In the event that the Digital Banking User instructs the Bank to effect a transfer to a beneficiary account maintained with a Payment Service Provider within the European Union (EU) or the European Economic Area (EEA) the execution times set out in paragraph 4.1.12 of the Payment Services Agreement shall apply.

5.3.3 In all other cases, the Bank shall use all reasonable efforts to execute instructions received from the User within the following time frame:

(a) Instructions received on any Working Day shall be processed on the same day or on the following Working Day the latest subject to the relevant Cut-off Time and the nature of the instructions. Instructions received before the relevant Cut-off Time will be executed on the same day. Instructions received after the relevant Cut-off Time will be executed on the next Working Day. The date on which the instructions are executed shall be referred to as "the Execution Date".

(b) If the User requests and the Bank agrees the transaction can be executed on a specific day in the future, or at the end of a specified period, then as the mandate time will be considered the agreed time, unless that time is a non-Working Day, where in that case the payment order will be deemed as received on the next Business Day.

(c) All debits which will have to be effected to any Account of the Account holder shall be effected on the date on which the instructions of the Digital Banking User shall be executed.

5.3.4 The Bank undertakes the responsibility for the proper and timely execution of instructions given by the Digital Banking User, as soon as they are received by the Bank's systems.

5.3.5 The Bank reserves the right to delay the execution of / not to execute any instructions for transfers of funds if such instructions exceed the internal security limits set by the Bank, and the regulations imposed by the relevant legislation, which are designed to protect the security interests of the User and the Bank and in such an event the User shall be notified through the Digital Banking of the fact that his instructions will be executed with delay / have not been executed.

5.3.6 In case of instructions for fund transfers in foreign currency, the exchange rate that will be used for the transaction will be the prevailing exchange rate on the execution date, as made available by the Bank via the Digital Banking.

- 5.3.7 Except as provided by law, the Bank shall not under any circumstances bear any liability for any delay in the processing or execution of any instructions given by the Digital Banking User as above or otherwise, if the delay is due because of any failure of telecommunications network, which is not under its control and can have a negative effect in the correct and timely execution of the instructions.
- 5.3.8 The input of instructions given in a Batch File must adhere to the format required by the Bank and notified to the Digital Banking User in any manner the Bank deems appropriate from time to time including, without limitation setting out the procedure on the Digital Banking. In the event that such instructions given in a Batch File do not conform to the said format the whole batch file shall be rejected and no instructions contained therein shall be executed.

#### **5.4 Updates and Correctness of Information**

- 5.4.1 The Bank allows real time updating of Accounts through its Digital Banking system. Despite this, the time needed to complete the processing of instructions can vary depending on their nature and whether they are processed immediately. Therefore, the Digital Banking User acknowledges and accepts that the information relating to the Account balance and the transactions through the Digital Banking, are as up-to-date as the systems of the Bank allow at the time of search but may not include current transactions which have not yet been processed or verified.
- 5.4.2 The Bank shall exert all reasonable efforts to ensure the correctness of any information received by the Digital Banking User through the Digital Banking, except as provided by law, the Bank shall not be responsible for the correctness of such information or for any loss or damage, whether direct or indirect, suffered by the Digital Banking User or any third person where information is inaccurate.

#### **5.5 Limitation and Termination of Digital Banking**

- 5.5.1 The Bank may disallow/halt the use by the Digital Banking User or require that the Digital Banking User stops using the Digital Banking, his Username and/or Business ID and/or his Password and/or his DigiPIN Device and/or his Soft OTP and/or temporary Card number (non-plastic Card) upon reasonable suspicion relating to:
  - (a) the security of the Digital Banking and/or the User's Username and/or Business ID and/or Password and/or DigiPIN Device and/or Soft OTP and/or the temporary Card number or
  - (b) the unauthorised use of the Digital Banking and/or the User's Username and/or Business ID and/or Password and/or DigiPIN Device and/or Soft OTP and/or temporary Card number.
- 5.5.2 The Bank shall inform the Account holder with regards to the fact that the User's use of the Digital Banking and/or the User's Username and/or Business ID and/or Password and/or DigiPIN Device and/or temporary Card number has been disallowed/halted and the reasons for the Bank's action. If possible, the above information will be given by the Bank to the Digital Banking User prior to the disallowance/halt or, if this is not possible, immediately after. It is understood that the Bank shall not provide the aforementioned information where doing so would be in breach of any law or regulation or order or decision of a court or other authority in force at the time or where doing so would pose a threat to security.
- 5.5.3 The Bank has the right to suspend altogether the operation of the Digital Banking and/or terminate the Digital Banking agreement by giving two (2) months' notice to the Account holder where the Account holder is a Consumer or Very Small Business or one (1) months' notice where the Account holder is not a Consumer or Very Small Business, by any means the Bank deems appropriate including a notice in writing, publication in a newspaper or posting the relevant notice on the Digital Banking.



- 5.5.4 The Account holder may terminate the agreement for the provision of the Digital Banking service by giving one (1) month notice to the Bank. There will be no charge for such termination where same is effected by the Account holder six (6) months after the constitution of the agreement for the provision of the Digital Banking service. In the event the agreement is terminated by the Account holder prior to the lapse of the six (6) month period, charges may apply in accordance with the Bank's Table of Fees and Charges.
- 5.5.5 The services offered by Digital Banking may be restricted by the Customer in respect of the Authorised User, by giving written instructions to the Bank by the Customer and provided that the Bank confirms the accuracy of such instructions.

## **5.6 Digital Banking Alerts**

- 5.6.1 Digital Banking Alerts is a service provided to the Digital Banking User for the purpose of enabling the User to receive messages (alerts) for and in connection with certain transactions or balances or any other information or service offered from time to time by the Digital Banking and requested by the Digital Banking User via the Digital Banking.
- 5.6.2 The Digital Banking User authorises the Bank to transmit the Digital Banking Alerts through any delivery channel such as the internet, the telecommunications network or any other means of communication, to any device such as mobile telephone, telephone, pager, personal computer, personal digital assistant or any other equipment indicated by the Digital Banking User by giving to the Bank the telephone number and/or email address and/or any other address through the Digital Banking and the Digital Banking User accepts that such messages will be viewed and/or read without having to enter any identification code and/or PIN number.
- 5.6.3 The Account holder acknowledges and accepts that:
  - (a) The Bank is not and shall not be responsible or liable for the deletion, part deletion or failure to transmit any messages.
  - (b) The Bank makes no warranty that Digital Banking alerts service will be uninterrupted, timely, secure or error free or will be available at any particular time or location.
  - (c) The Bank shall not be liable in any way for any loss or damage of any kind incurred by the Digital Banking User as a result of the content transmitted via the Digital Banking Alerts service.
  - (d) The Bank shall transmit the Digital Banking Alerts to the telephone number and/or email address or any other address indicated by the Digital Banking User and in the event that the Digital Banking User indicates a telephone number and/or email address or any other address other than his own, the Bank shall not be liable in any way for any loss, damage or inconvenience suffered by the person to whom the Digital Banking Alerts were transmitted. In the event that such person raises any claim against the Bank in this respect, the Account holder shall indemnify the Bank in full.

## **5.7 Intellectual Property**

- 5.7.1 The use of the Digital Banking by the Digital Banking User does not give him any right to the intellectual property of the Bank to which the Bank is the legal owner and any copying or distribution or sending or transmitting with electronic or other instrument or amendment or adaptation of any material of the Digital Banking is strictly prohibited.

## **5.8 Death or Incapacity of Account Holder and/or Authorised Digital Banking User**

- 5.8.1 Despite the death or incapacity of an Account holder and/or Authorised Digital Banking User, the Bank shall be entitled to supply all information requested and to execute all the instructions given through the Digital Banking using the Username, Business ID (where

applicable), Password, DigiPIN Device, Soft OTP or any other security code or device until the Bank receives written notice of such death or incapacity.

## 6 Terms of Use of Cards

### 6.1 General Terms of Use of Cards

- 6.1.1 The present terms of use of Cards, regarding the use of the Card by the Cardholder which has been provided by the Bank are additional to the existing terms and conditions contained in paragraph 4.
- 6.1.2 The Cards of the Bank may be used together with the PIN, according to the type of Card, for the withdrawal of cash from the ATMs of the Bank and from automatic teller machines in Cyprus and abroad which bear the marks of VISA and MASTERCARD. Also, they may be used, according to the type of Card, to pay for goods and services, in Cyprus and abroad, which are provided by suppliers which display the marks of VISA and MASTERCARD, according to the type of Card and for the payment for goods and services via various channels (e.g. through internet and telephone).
- 6.1.3 The Card must be signed by the Cardholder and may only be used:
- (a) By the Cardholder,
  - (b) In accordance with the terms in force at the time of its use,
  - (c) Where the Card Account is a current Account, within and up to the balance standing in the Card Account,
  - (d) Where the Card Account is an overdraft Account, within and up to the agreed limit,
  - (e) Where the Card is a Business Card, as a means of payment for expenses of the company/business only,
  - (f) In accordance with the laws of the Republic of Cyprus and
  - (g) Within the time period for which the Card is valid.
- 6.1.4 The Cardholder is not allowed to use the Card in excess of the limit of the Card Account as this is stated at point (d) above. Such excess constitutes a criminal offence. If, however, for any reason, the Cardholder makes such use of the Card, then he is obliged to settle at once the said unauthorised excess plus interest and/or any other charges. Any such amount in excess will be subject to an excess charge calculated on the amount of the excess for as long as the excess continues. It is at the absolute discretion of the Bank whether it shall impose an excess charge. The amount/percentage rate of the above annual charge presently in force is stated in the Table of Fees and Charges.
- 6.1.5 It is agreed that for the purpose of security and protection of the Cardholder and the Bank, the Bank reserves the right to apply daily limits and/or transaction limits, particularly concerning the use of the Card that the Bank may consider as unusual.
- 6.1.6 The Card is always property of the Bank and the Cardholder must return it immediately upon request by the Bank.
- 6.1.7 The Bank has the right from time to time to issue new Cards in replacement of existing Cards. The new cards can be of a different type from existing Cards. Unless the Cardholder is notified to the contrary, the present Basic Terms will apply for Cards issued in replacement of existing ones. The Bank has the right, subject to the provisions of the Payment Services Law and all relevant European Regulations and Directives, to refuse an application for approval of a specific Card transaction.
- 6.1.8 Additionally, the Bank may suspend the use of the Card for objectively justified reasons related:

- (a) To the safety of the Card or its Personal Identification Number (PIN)
- (b) To the suspected unauthorised or fraudulent use of the Card or its Personal Identification Number (PIN).

6.1.9 The Bank will notify the Cardholder for the suspension of the use of the Card and the reasons for its suspension. To the extent that is possible the notification will be done before the suspension of the use of the Card or at the latest immediately thereafter. It is understood that the Bank will not proceed with such notification if this is contrary to objective security reasons or if prohibited by other provisions of the Cyprus or Community Law. It is further understood that the Bank will revoke the suspension of the use of the Card or replace it with a new Card as soon as the reasons for suspension cease to exist.

6.1.10 The Bank has the right, if requested by the main Cardholder to issue an additional Card to any person with absolute responsibility of the Cardholder. The terms of use of the Card will also apply to its use by any such Authorised Cardholder. So long as it receives a written application by the Main Cardholder, the Bank will have in addition to its other powers the right, to cancel any card given to an Authorised Cardholder, and in such a case the Main Cardholder and the Authorised Cardholder must immediately return or deliver the Card to the Bank.

(a) In the event that the Main Cardholder is a natural person, the Main Cardholder and the Authorised Cardholder will be jointly and/or severally liable for all transactions that result from the use of the Card either by the Main Cardholder or by the Authorised Cardholder and they will be liable for all their acts and omissions.

(b) In the event that the Main Cardholder is a company or other legal person and irrespective of the existence of any term to the contrary in the present Basic Terms, the liability for all transactions carried out through the use of the Card will burden the Main Cardholder exclusively.

## 6.2 Operation of Card Account

6.2.1 The Bank shall debit the Card Account with the amounts of all the Card transactions effected by the Cardholder. The Cardholder will be responsible for the payment to the Bank of all the amounts which will be debited as mentioned above, irrespective of whether or not the Cardholder has signed the sale or cash withdrawal receipts. It is understood that the Bank will have the absolute right to set off without any notice to the Cardholder, all the debts or amounts that arose from the use of the Card as well as all the legal and court fees against any credit balance or Account that the Cardholder maintains with the Bank.

6.2.2 The Bank maintains the absolute right to change the rate and/or the minimum amount of any charges in relation to transactions and/or other use of the Card and will give relevant notice to the Cardholder as provided above in the respective Basic Terms. The relevant charges are included on the official website of the Bank. Any fees/charges for credit Cards shall be charged to the Card Account from the date of the relevant of posting from the Card Account and will bear interest from the date of such posting.

6.2.3 (a) Transactions made in a currency other than the Euro will be converted to the currency of the account that the Bank maintains with the international organizations Visa and/or Mastercard, using the exchange rate of VISA and/or Mastercard at the time of processing of the transaction. If the Account of the Account holder is maintained in a currency other than Euro and the transaction is in a currency other than the currency of the Account, then the Bank shall convert from Euro to the currency the Account is maintained in, at the prevailing exchange rate chosen by the Bank from usual sources. For all cases of transactions in currencies other than the Euro and Swedish Crowns, the Card Account will also be charged with handling charges that are calculated on the transaction amount. Details of such

handling charges are described in the Table of Fees and Charges. Such charges may be amended from time to time as provided above in the respective Basic Terms.

(b) Upon the approval of any transaction executed outside of Cyprus with a prepaid Card, whether the currency of the transaction is in Euro or not, the amount of the transaction shall be blocked and a 10% commitment on the amount of the transaction to cover any foreign exchange risk.

- 6.2.4 The Bank may not in any way be deemed responsible if any third party does not accept the Card. Subject to the provisions of paragraph 4 above any dispute between the Cardholder and a third party, regarding Card transactions, may not in any way affect the liability of the Cardholder to pay to the Bank any amount due which has arisen or is connected to the use of the Card and no claim or counterclaim of the Cardholder against a third party shall constitute a defense or counterclaim against the Bank.
- 6.2.5 Card transaction amounts received by the Bank will be payable in full and no claim of the Cardholder against any enterprise with which it transacts by Card may be subject to set-off or counterclaim against the Bank except where an enterprise requests a return for a specific Payment Transaction by Card, in which case the Bank shall credit the Card Account with the relevant amount.

### **6.3 Transmission of Information, Updates and Notifications**

- 6.3.1 The Bank will send an SMS alert or push notification to the mobile telephone number which will be declared by the Cardholder, in the case of any Card transaction for any amount and/or as designated by separate instructions/authorisation to the Bank by the Cardholder.
- 6.3.2 If the Cardholder does not want to receive such SMS alerts and/or push notifications, he shall declare it to the Bank.
- 6.3.3 The Bank will send a monthly Account statement to the Cardholder to the address declared by the Cardholder. The Account statements will also include the annual subscription and all charges that apply and appear on the Table of Fees and Charges. The Card Accounts of the main Cardholder shall be debited automatically with all transactions made with the use of the Card.
- 6.3.4 The Cardholder must notify the Bank immediately and without delay, as soon as he becomes aware of:
- (a) the registration in the Card Account of any Card transaction made without his authorisation; or
  - (b) any error or other irregularity in the operation of the Card Account by the Bank.

### **6.4 Safe Keeping of the Card and the Personal Identification Number (PIN)**

- 6.4.1 The Cardholder must use the Card in accordance with the present Basic Terms which govern its granting and use and especially take all necessary measures for its safekeeping and the prevention of the fraudulent use of the Card and/or its details and/or of the PIN. Indicatively, the Cardholder must:
- (a) destroy the document used and/or the SMS received for notifying the PIN as soon as received,
  - (b) sign the Card with permanent ink upon its receipt,
  - (c) take care not to disclose the PIN to any person,
  - (d) refrain from noting and/or recording the PIN or any other code anywhere and especially on the Card or any other object that the Cardholder and/or the Authorised Cardholder keeps or transports along with the Card,

- (e) not allow any third person to use his Card and not reveal any details to any third person regarding his Card,
- (f) not reveal the number of his Card to anyone except where he uses his Card for a Card transaction,
- (g) not reveal his PIN to any person whatsoever, including a person purporting to be an employee or agent of the Bank, even if requested to do so,
- (h) cover the keypad while using the Card for a cash withdrawal from automatic teller machines or any other keypad used for the input of the PIN for the execution of any Card transaction,
- (i) comply with all directions/instructions notified to him by the Bank from time to time with respect to the safe keeping of his Card and/or PIN,
- (j) contact the Bank IMMEDIATELY upon the occurrence of any of the events described in paragraph 6.5.1 below,
- (k) keep the Card in his possession at all times,
- (l) not reveal his PIN in the event of an internet/online transaction and utilise secure payment websites for the undertaking of any transactions,
- (m) inform the Bank of any change in his contact details or correspondence address,
- (n) check the executed transactions on the Card statement and immediately inform the Bank in case he perceives any unauthorised transaction,
- (o) ensure that third parties do not listen to the telephone conversations of the Cardholder when the Cardholder gives the number or other details of the card.

## 6.5 Theft and Loss of the Card

6.5.1 In the event of loss, risk of unauthorised use, damage or non-timely receipt of the card or in the event that the Personal Identification Number (PIN) becomes known to a third party, the Cardholder must immediately notify the Bank by telephone initially at the contact details referred to below.

(a) Name: Hellenic Bank Public Company Ltd

Customer Contact Centre

Tel: 80009999 (Monday – Friday from 7:45am until 8:30pm)

Calling from abroad Tel: 00357 22500500

It is noted that all the calls to the above number are recorded for the purpose of verifying the time when notice was given for any loss, danger of unauthorised use, destruction or not timely receipt of the card,

or

(b) Name: JCC Payment Systems Ltd, which constitutes the Card Transaction Approval and Processing Company

Tel: +357 22868100 (during Bank non-working hours)

6.5.2 Where the Cardholder is abroad and is unable to notify through the above methods under (a) and (b), he may notify, according to the type of Card, the Visa Global Card Assistance Service or the Mastercard Global Services.

6.5.3 If the notice is given orally it must be confirmed in writing within seven (7) days to the Business Unit where the Account is held. Oral notice is otherwise of no effect.

6.5.4 The Cardholder must provide the Bank with all information in his possession regarding the conditions of the loss, theft or unauthorised use of the Card or of the disclosure of the PIN to a third party and he must take all necessary measures required by the Bank to assist in the detection of the lost Card.

- 6.5.5 In case of such loss, theft, unauthorised use or suspicion of disclosure of the PIN, the Bank will be able to give to the police authorities any relevant information. If a Card has been declared by the Cardholder as lost, stolen or exposed to unauthorised use, it must not be used again but must be cut in two and immediately returned to the Card Services of Hellenic Bank.
- 6.5.6 The Bank maintains the right to charge the Cardholder with any fees for the reissue of a Card that has been lost, stolen or destroyed due to the fault of the Cardholder, as well as with fees for the reissue of the Personal Identification Number (PIN) for the new Card. The amount of such fees is stated in the Table of Fees and Charges and may be amended from time to time at the discretion of the Bank.

## **6.6 Automatic Teller Machines (ATMs)**

- 6.6.1 Special terms that apply to the use of ATMs:
- (a) In the event that the Cardholder uses his Card for a cash withdrawal that exceeds his available balance of the Account assigned to him with the Bank's consent, he will have to deposit the said amount within the time limits set by the Bank and in the event of such exceeding without the Bank's consent this shall need to be settled immediately.
- (b) In the case of a cash deposit or payment into Account or in any other case where the amount of the deposit as verified by the Bank differs from the amount declared by the Cardholder at the time of use of the Card, the Cardholder will not be able to deny the counting/checking of the amount as undertaken by the Bank's employees and shall be obligated to cover the difference or correct the transaction.
- 6.6.2 The Bank determines the operating hours of the ATMs as well as the transactions that will be allowed via the ATMs.
- 6.6.3 The Bank shall not be under any liability if for any reason the ATMs are not operational.

## **6.7 Disclosure of Information**

- 6.7.1 In accordance with the provisions of paragraphs 6.7.2 and 6.7.3, information that concerns the Main Cardholder or the Authorised Cardholder will not be disclosed by the Bank, except with the express consent of the Main Cardholder or the Authorised Cardholder (respectively to whom the information concerns) or where the Bank is obligated by law to do so or where the law permits such disclosure or where such right is granted based on the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 for the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the "General Regulation").
- 6.7.2 In the event that the Bank in its absolute discretion believes that a non-authorized person has executed or tried to execute or will probably try to execute card transactions, the Bank will be entitled to report this matter to the police and/or disclose any relevant information to the police including details and/or generally exercise rights provided under the General Regulation, relating to the Account of the Cardholder without first receiving the consent of the Cardholder for this.
- (a) The Bank shall maintain an archive, electronic or otherwise, and shall process information/data provided by the Cardholder in the Application for the granting of the Card or which relate to his transactions with the Bank or which are collected with respect to him by the Bank from other sources, provided there is a legal basis in accordance with the General Regulation. The archive will be maintained by the Data Controller.
- (b) The said information/data can be used for valuation purposes, for the execution of any agreement of the Customer with the Bank relating to the use of the Card, for purposes of

advertising products and services of the Bank to the Cardholder, for statistical purposes, for providing information to credit collection and supply organisations such as the Artemis Bank Information Systems Limited, as well as for market research purposes by the Bank. The Cardholder also authorises the Bank to transmit the above information/data to its insurers/ insurance advisors, persons who deal with the correction, extension or amendment of the computerised system of the Bank, to credit collection and supply organisations, as well as to its counterparties for the purpose of and/or within the framework of providing products and services by the Bank as, for example, to the Artemis Bank Information Systems Limited. Provided that, in the cases such as those mentioned above, the Bank shall obtain, where possible, a written confirmation and/or undertaking by such persons (natural or legal) to treat as confidential any information/data which they may receive by the Bank in relation to the Cardholder and to maintain the secrecy thereof.

## 6.8 Termination

6.8.1 Any of the following constitutes a reason of termination of the Card usage agreement by the Bank:

(a) When the Cardholder breaches any term of the Card usage agreement or any other agreement with the Bank.

(b) When the Cardholder omits to submit any amount to the Bank by virtue of the Card usage agreement or another agreement.

(c) When any representation, statement or guarantee, written or oral that has been made by the Cardholder to the Bank for the purposes of the Card usage agreement is or constitutes untrue or has been made in error.

(d) If the Cardholder is bankrupt or an application is pending for declaring him bankrupt or legal proceedings that may affect his ability to repay his debts to any other creditor.

(e) If the Cardholder dies.

(f) If a disposal order for movable property has been issued or order or judicial decision for the sale of immovable property of the Cardholder.

6.8.2 Exclusively in cases where:

(a) The Cardholder is a consumer or

(b) The Cardholder is a Very Small Business and the Card Account is maintained in Euro or any other currency of a Member State of the European Union or the European Economic Area the Bank shall give the Cardholder two (2) months' notice before proceeding with the termination of the agreement.

6.8.3 If the Cardholder wants to terminate the agreement on the use of Cards then he must:

(a) Send to the Bank at least one (1) month before a written notice of termination and return immediately to the Bank the card or any other card provided by the Bank at his request to an Authorised Cardholder.

(b) Ensure that there will be no Card transactions after the date of termination and to cancel any standing instructions for Card transactions with third parties.

(c) Maintain for a period of at least six (6) months from the date of termination and the return of all cards to the Bank, sufficient balance in the Card Account in order to satisfy any claims that may arise from the use of the card which have not been presented to the Bank for payment before or at the time of the return of the card. Otherwise, the Cardholder is obliged to pay as soon as requested, any Card Transactions debited to the Card Account after the termination, plus interest thereon.

## 6.9 Other Provisions

- 6.9.1 The Bank may assign its rights which derive from the Card usage is agreement, by sending notice to the Cardholder or by publication in the press effected either by the Bank or by the assignee. The Cardholder cannot assign any of his rights that derive from the Card usage agreement.
- 6.9.2 Any complaints concerning the use of the Card or the dealing of the Cardholder by the Bank can be submitted by the Cardholder as provided for in paragraph 11.
- 6.9.3 In the case of change of address of the Cardholder the Bank must be notified accordingly in writing.
- 6.9.4 The various applicable charges and financial information for Cards are included in the Table of Fees and Charges which is on the official website of the Bank.

## 7 Transactions

### 7.1 Transaction Instructions

- 7.1.1 The Bank is hereby authorised:
  - (a) To pay and debit any Accounts covered by these Basic Terms with all cheques, orders, bills of exchange and promissory notes expressed to be drawn, signed, accepted or made by or on behalf of the Customer, drawn upon or addressed to or payable by the Bank whether the Account of the Customer is in credit or in debit or may become overdrawn as a result of such payment.
  - (b) To act on any instructions of the Customer and/or his duly authorised representative with regard to any such Account whether the Account is in credit or in debit or may become overdrawn as a result of such instructions.
- 7.1.2 The transactions between the Bank and the Customer and specifically all transactions between them in foreign currency shall be governed by the Basic Terms and restrictions that are imposed by the relevant public authorities that apply at any time. The contradiction of the said terms and restrictions by the present Basic Terms or other special terms that have been agreed between the Bank and the Customer, constitutes reason for the termination of the relationship between the Bank and the Customer with reciprocal exclusion from claims of compensation from this cause.
- 7.1.3 The Bank assumes no responsibility for any reduction of amounts credited to the Account of the Customer or for non-availability of such amounts due to any kind of restrictions emanating from court orders, decisions of public or administrative authorities or from reasons of force majeure or from causes that are beyond the control of the Bank.
- 7.1.4 The Bank is authorised upon receiving specific instructions by the Customer to accept instructions sent from time to time via telefax or email or any other similar electronic means, either from the Customer, or from authorised signatory as this are determined in the application for opening of Account, or by the authorised representative of the Customer as this is determined in the "Mandate to enable third party to operate the Account", or from the authorised representative of the Customer as this is determined in a relevant power of attorney of the Customer, until the receipt by the Bank of Customer's written instructions to the contrary. Further, the Bank is authorised to debit the Account of the Customer with any amounts plus commissions, and/or charges that the Bank may charge with regard to the implementation of such instructions. The instructions of the Customer or the instructions of the authorised signatory or authorised representative may relate to any matter concerning the operation of the Account.



- 7.1.5 The Bank has the right but not the obligation to confirm the authenticity of instructions sent by telefax, email or any other similar electronic means, via telephone or by any other way it considers suitable, before proceeding with their execution. If the Bank at its absolute discretion considers it necessary, the instructions will be confirmed by phone by the Customer or anyone of the authorised signatories of the Account or representatives of the Customer.
- 7.1.6 In relation with the acceptance instructions sent by telefax or email or any other similar electronic means, the Customer accepts the danger, emanating from mechanical malfunctions, including the lack of paper, errors in transmission, omissions and alterations. The Customer further agrees that the danger from misinterpretations and errors and the danger of instructions given from non-authorised persons lies exclusively with the Customer and the Bank will not be responsible for any damage or expenses incurred as a result of such misinterpretations, errors and non-authorised instructions. The Customer undertakes to compensate the Bank for any act, measures, expenses, claims, damages and losses that the Bank may suffer as a result of execution of such instructions.
- 7.1.7 The Bank has the right to retain and set off at its absolute discretion, any claim or counterclaim of the Customer against the Bank, in any currency, from whatever cause it has derived and whenever it was created, even if it was expired, as well as any such claim that may be created in the future, against any debt of the customer to the Bank created by any cause and the Customer hereby provides the Bank with the necessary authority to do so. The Customer also recognises that the Bank has the right to debit anyone of his Accounts with any amount, which the customer owes to the Bank from any cause.

## **8 Terms of Use for Instructions by Fascimile (fax) or Email with Test Key Device**

- 8.1.1 The present terms and conditions are applicable in cases where the Customer has requested from the Bank and the Bank subject to paragraph 8.1.2 below agrees to allow the Customer to initiate, inter alia, the following transactions through a fax transmission and/or by email:
- (a) to transfer funds to and from the Customer's Account/s into any other account
  - (b) to give instructions for the opening of letters of credit, letters of guarantee etc.
  - (c) to request from the Bank information relating to his Account/s
  - (d) to request from the Bank data relating to the Account/s, such as cheque books, statements etc.
  - (e) to convey to the Bank any other kind of instructions and/or information relating to his Account/s.
- 8.1.2 The present terms and conditions included in paragraphs 8.1.1 to 8.1.19 regulate and/or define the mutual responsibilities of the Bank and the Customer in respect of the latter's instructions to the Bank through fax and/or by email and are in addition to the existing terms and conditions regarding the dealings of the Customer with the Bank, including, without prejudice to the generality of the above, the terms and conditions included in the "Payment Services Agreement" (i.e. those included in paragraph 4 above) to which the Customer has consented/agreed. If there are any inconsistencies between the present terms and conditions, and any other terms and conditions, the present terms and conditions shall prevail in respect of transactions for which instructions were given through fax and/or by email. In the event, however that there are inconsistencies between the present terms and conditions and the terms and conditions contained in the Payment Services Agreement

(paragraph 4), the latter shall, to the extent only that the matter/dispute/disagreement concerns Payment Accounts, prevail.

It is understood that in all cases where a period of notice is required before funds can be withdrawn/transferred from a particular Account to another, such notice will need to be duly given by the Customer prior to making any transfer from such an Account. If due notice is not given, the Bank will be at liberty to charge such fees as are applicable at the time.

8.1.3 The Customer can only initiate the aforementioned transactions if he has been given by the Bank a Test Key Device and a Test Key PIN. The Customer must clearly indicate on the relevant fax instructions and/or instructions scanned and attached to an email message his Fax Code ID and the relevant Test Key Code. If the Customer transmits more than one instruction by telefax and/or email as aforesaid he must clearly indicate on each such instruction the numerical order (series) under which the Test Key Codes were produced. The Bank shall not be responsible or liable in any way for non-execution of the Customer's instructions transmitted by fax and/or sent by email as aforesaid or any damage suffered as a result thereof, if the Customer has wrongly indicated the Test Key Code or the Fax Code I.D. on such instructions and/or if the Customer sent more than one instructions by fax and/or email during a day and has not indicated or correctly indicated on such instructions or any of them the numerical order (series) under which the Test Key Codes were produced.

8.1.4 (a) The Bank is irrevocably authorised by the Customer to act on all above instructions received via fax and/or by email provided such instructions are signed by the authorised signatories of the Account, are authenticated by the use of the Customer's Fax Code ID and Test Key Code and provided further that the Bank has not for some reason disallowed or prohibited the Customer from sending instructions/messages via fax and/or by email. The Bank has the right but not the obligation to verify the authenticity of the instructions by telephone or any other means that the Bank may decide, before executing the instructions.

(b) Subject and/or without prejudice to the provisions contained in paragraph 9.1.7 the Bank is irrevocably authorised by the Customer to treat all above instructions received via fax and/or by email as original instructions and to act according to such instructions. The Customer is not obliged to send and/or deliver to the Bank, by mail and/or hand, the instructions for transactions already initiated via fax and/or by email and any such duplicate instructions and/or original letters received by and/or at the Bank from the Customer will be considered and treated by the Bank as new and original instructions and not as instructions already received by the Bank via fax and/or by email and subject and/or without prejudice to the provisions contained in paragraph 5.2.7 (a), the Bank may act according to such new and original instructions.

(c) The Bank may disallow/prohibit the use by the Customer or require that the Customer stops using the Payment Instruments, for objectively justifiable reasons relating to:

- i) the security of the Payment Instrument/s or
- ii) the suspicion of unauthorised, unethical or unlawful use of the Payment Instrument/s or
- iii) transactions with unlicensed premises or websites with gambling games or cryptocurrencies or
- iv) repeated breaches by the customer after recommendations by the Bank about the appropriate use of Payment Instruments or

v) the Customer not presenting relevant supporting documentation on the transaction after the Bank requesting this or when the said documentation is not considered sufficient by the Bank for the purpose of the transaction or

vi) purposes which contradict the internal regulations of the Bank.

The Bank shall inform the Customer with regards to the fact that the Customer's use of the Payment Instrument/s has been disallowed/prohibited and the reasons for the Bank's action. If possible, the above information will be given by the Bank to the Customer prior to the disallowance/prohibition or, if this is not possible, immediately after. It is understood that the Bank shall not provide the aforementioned information where doing so would be in breach of any Law or Regulation or decision/order of a court or other authority in force at the time or where doing so would pose a threat to security.

8.1.5 (a) The Bank has the right to terminate the agreement for the provision of device by giving 2 months' notice to the Customer where the Customer is a Consumer or a Very Small Business or one (1) month notice where the Customer is not a consumer or a Very Small Business, by any means the Bank deems appropriate including a notice in writing sent via the post or ax, publication in a newspaper or posting the relative notice on the Digital Banking where the Customer enjoys access to the Digital Banking.

(b) The Customer may terminate the agreement for the provision of device by giving one (1) month notice to the Bank. There will be no charge for such termination where same is effected by the Customer at least twelve (12) months after the entry into the present agreement. In the event that the agreement is terminated by the Customer prior to the lapse of the twelve (12) month period, charges may apply in accordance with the Table of Fees and Charges of the Bank which is available at the Bank's website or at any Business Unit.

It is understood that the present provisions do not affect the rights of the Customer in relation to void and voidable terms by virtue of the Law of Contract.

8.1.6 The Customer undertakes to change the initial Test Key Code provided by the Bank upon receipt of the special codes and initial Test Key Code provided by the Bank. The Customer undertakes to safeguard the security of the Test Key Device and the Test Key PIN and/or any other special codes and to take adequate precautions to protect them from loss and to prevent their terms becoming known to third persons. In addition to all other security measures contained herein, the Customer undertakes to adhere to the following security procedures which he recognises are essential to avoid access by unauthorised persons to the Account. The Customer recognises and agrees that he shall be fully liable for any loss caused either to himself, the Bank or any other person as a result of the Customer's failure to adhere to the safety procedures. The Customer must take all necessary precautions to prevent fraudulent use of the Test Key Device and/or Test Key PIN and/or Test Key Codes and/or any other special codes and must never disclose the Test Key PIN and /or Test Key Code/s and/or any other special codes to a third unauthorised person. The Customer must at all times be aware that under no circumstances whatsoever will an employee of the Bank request him to disclose to him or anyone else his Test Key PIN and/or Test Key Codes and/or any other special code/s. The Customer must never write down the Test Key PIN in a way which could be revealed to anyone. The Customer must keep his Test Key Device under his control at all times and not allow use of it by anyone else.

8.1.7 Subject to the provisions contained in paragraph 4.8 above, the Customer hereby engages and agrees to hold the Bank harmless and indemnified from all claims, losses, damages and expenses which the Bank may incur by reason of the Customer's failure in any way whatsoever to protect the security of the Test Key Device and/or Test Key PIN and/or Test

Key Codes and/or any other special codes and/or by reason of the Customer's failure to change the initial Test Key Code.

The Customer must immediately inform the Bank in the event that he detects, suspects or realises:

(a) The loss or theft of his Test Key PIN or Test Key Device and/or Test Key Codes and/or other special codes or the fact that his access or means of access to Test Key Device may be subject to or exposed to abuse or misuse.

(b) The debiting of any of his Accounts with the amount of any transaction effected outside of his will.

(c) Any error or malfunction in the keeping of any of his Accounts by the Bank.

8.1.8 Information/notification to the Bank must be given in writing via sending a telefax transmission on the telefax number that the Customer uses for giving instructions to the Bank as per the terms of the present agreement, and the said notification can be given in this mode at any time during the day or night. Additionally, or alternatively, the Customer may inform the Bank on telephone number 80009999 or if calling from outside Cyprus on telephone number +35722500500. Telephone conversations shall be recorded. The evidence contained in such recordings and any transcripts of information on such recordings shall constitute conclusive evidence in any dispute.

If the Customer notifies the Bank as above, then instructions received via telefax will not be executed.

8.1.9 The Bank shall have the right to introduce and/or adopt, from time to time, any additional codes and/or other security measures or procedures and it shall inform the Customer of same in writing.

8.1.10 The Bank shall not be responsible for any loss suffered by the Customer or any third party should the fax and/or email messages be interfered with or if the telefax and/or email service is unavailable by reason of (a) any industrial action, (b) the failure of the Customer's telefax machine or internet and/or email connection or the Bank's telefax machine or internet and/or email connection or (c) any other circumstance not reasonably within the Bank's control.

8.1.11 Subject to the provisions of paragraph 4.9 above, the Customer accepts the risk of equipment malfunction including paper shortage, transmission errors, omissions, distortions and failure of synchronization of the Test Key Device with the relevant server. It is agreed that the risk of misunderstanding and errors, and the risk of instructions being given by unauthorised parties, are the Customer's own and that the Bank shall not be held responsible for any loss, liability or expense that may result from such misunderstandings, errors and unauthorised instructions. The Customer hereby undertakes to indemnify the Bank from and against all actions, proceedings, damages, costs, claims, demands, expenses and losses which the Bank may suffer, incur or sustain by reason of following such instructions.

8.1.12 The Customer will indemnify the Bank against any claim made against the Bank for recompense for any loss and costs incurred by the Bank in connection with any claim arising as a result of the Customer's failure to act as provided in this Agreement. The Customer further agrees that the Bank may debit the Customer's Accounts with any amount/s, which the Bank has paid in accordance with any instructions as aforesaid whether such Account/s may be in credit or debit.

8.1.13 It is further agreed that, subject to paragraph 4.9 above, the faxed or emailed instructions shall be conclusive evidence of such instructions as aforesaid and this authority and

indemnity shall not be prejudiced by any confirmation by phone or otherwise or by any other communication relating to such instructions or by the absence thereof.

8.1.14 Subject to paragraph 4.9 above, the Customer also agrees not to make any claim against the Bank by reason of or on account of the Bank having acted on the Customer's instructions as aforesaid wrongly or mistakenly or of the Bank failing to act wholly or in part in accordance with such instructions.

8.1.15 The Bank shall be entitled but not bound to act on any instructions as aforesaid and it may at its discretion, at any time and upon acting on reasonable grounds, including for instance:

(a) a reasonable suspicion that this is required in order to protect the security of the Customer's Account,

(b) that the Customer has exceeded his limits (such as an overdraft limit),

(c) a requirement imposed upon the Bank by any law, a court or other authority or by virtue of another duty imposed upon the Bank,

(d) the fact that the payment seems unusual compared with the usual way that the Customer's Account/s is/are transacted,

(e) a reasonable suspicion of fraud or illegality,

(f) that the instructions received are incomplete or unclear,

refuse to execute the Customer's instructions or any part thereof, without incurring any responsibility for loss, liability or expense arising out of such refusal. Without limitation to the above, the Bank may refuse to execute instructions, if same have not been verified to the satisfaction of the Bank where the Bank, acting in its absolute discretion, decides to so verify them.

8.1.16 Subject to the present terms and conditions, the Bank reserves the right at any time and acting upon reasonable grounds, to reverse any entry and make the necessary adjustment/s to the Customer's Account/s.

8.1.17 The Bank and the Customer shall take all reasonable measures to resolve their differences in an amicable manner. The Central Bank of Cyprus is the competent regulatory body in relation to such matters and the Bank and/or the Customer may, in the event that their efforts to reach an amicable settlement fail, refer their differences (as provided by any Law or Regulation in force) to the Central Bank of Cyprus which may arrange an out of court procedure to settle the dispute.

8.1.18 The present Terms are valid for an unlimited period of time.

8.1.19 All terms of the present agreement are material terms thereof.

## 9 Personal Data Protection Information

### 9.1 Personal Data Maintenance

9.1.1 The Bank has the obligation to ensure that the personal data of the Customer (which for the purposes of the present paragraph relate only to Customers who are natural persons) is lawfully processed in accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 for the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the "General Regulation") and the relevant Protection of Natural Persons with regard to the Processing of Personal Data and the Free Movement of such Data Law, Law 125 (I) / 2018 in force and/or any other relevant Law and/or Regulation and/or Directive.

- 9.1.2 The Bank processes personal data of its Customers as mentioned in the Privacy Notice of the Bank, which constitutes an integral part of the Basic Terms and is provided to the Customer with the Basic Terms. Further, the Privacy Notice is on the website of the Bank at <https://www.hellenicbank.com/portalserver/hb-en-portal/en/personal-banking/divider/privacy-notice>.

## 10 Update and Operation of Central Information Registry (CIR)

- 10.1.1 Pursuant to the Directive of the Central Bank of Cyprus, the holder of a current Account who issues Bounced Cheques will be filed in the Central Information Registry (CIR) in the circumstances and with the consequences set out below.
- 10.1.2 The Bank, in accordance with the Directive of the Central Bank, has the obligation to submit daily in electronic form or other suitable means, details of any person who issues Bounced Cheques together with details of the Bounced Cheques and the Account maintained with the Bank on which the Bounced Cheque was drawn. In the case of legal persons, the data of the persons which the Bank considers to be in a position to exercise control over the Account on which the Bounced Cheque has been drawn, are submitted. In the case of joint Accounts of natural persons, the name of the person who signed the cheque shall be submitted. In the case of cheques drawn in foreign currency the equivalent amount in euro shall be entered using the reference foreign exchange rates announced by the European Central Bank on the previous Working Day of the date of posting.
- 10.1.3 The details of the issuers of Bounced Cheques are first registered in a preliminary list before the final filing of the person in the CIR.
- 10.1.4 The Bank has the obligation to implement appropriate internal controls and procedures for verifying the correctness of the information submitted.
- 10.1.5 The filing of any person in the CIR is effected when any one of the following criteria or conditions is fulfilled:
- (a) In any period of twelve (12) months a natural or legal person issues at least three (3) Bounced Cheques or the aggregate sum of any Bounced Cheque/s exceeds the amount of €2.000, or the equivalent in a foreign currency, irrespective of whether this/these cheque/s has/have been settled after its/their entry into the preliminary list maintained by the Central Bank of Cyprus, or
  - (b) after the coming into force of the relevant directive of the Central Bank of Cyprus, a condemning Court decision is issued against the said person for an offence relating to the issuance of a Bounced Cheque for any amount.
- When the decision for registering in CIR relates to a legal person, the Management Committee of the CIR has the authority to register in CIR all or any of the members of the Board of Directors or other officers of the legal person concerned, who in any way, directly or indirectly, effected or participated in the issuance of the Bounced Cheque.
- Further, the registering in the CIR of any person may, upon a decision of the Management Committee of the CIR, be extended to cover, in addition to the issuer, and any authorised representative who has authority to issue cheques as a representative or agent of the issuer and the joint holders of joint Accounts.
- 10.1.6 The entry of any person in the CIR results in the following:
- (a) Freezing of all the current accounts that the filed person may hold with any bank, so that no withdrawals from or debits to such accounts are allowed except for amounts due to the relevant Bank with which the account is held.

It is understood that the freezing of that person's accounts does not prevent the Bank from effecting a payment or allowing the debit of the account for the settlement of Bounced Cheques that were issued before the notification of registration of their issuer and for payment of insurance premiums, assigned to the Bank.

(b) Compulsory return to the Bank of the cheque book of the entered person in the CIR within a period of ten (10) days from receipt of notification, provided that the Bank has contacted the entered person and informed him of the restriction imposed on his accounts. Additionally, the Customer must immediately specify to the Bank which cheques have been issued and have not been cleared (whether they are postdated or not), be able to at least indicate to the Bank the time of the cheque book's return to the Bank and state the details of the issued but not yet cleared cheques, (including the names of their beneficiaries, the date of issue or expiry date and the amounts for which they were drawn).

(c) The entered person is not allowed throughout the duration of the filing in CIR, to open current account with the right to issue cheques on any Bank.

10.1.7 An entered person is deleted from the CIR in the following circumstances:

(a) After the lapse of three (3) years from the date of the initial filing into the CIR and the proven settlement by the filed person of all the bounced cheques that he has issued, provided that a period of twelve (12) months has elapsed from the date of the last settlement.

(b) Upon the discretion of the Management Committee of CIR when:

- (i) it is proven that the settlement of each Bounced Cheque was made within one (1) month from the date of its return as Bounced or
- (ii) after the lapse of a period of twelve (12) months from the proven settlement of all Bounced Cheques of the registered person.

The settlement of a bounced cheque can be made either with the payment of the bounced cheque or by a deposit in an Account which will be committed for the benefit of the beneficiary or beneficiaries of the cheque.

For each settlement and provided the settlement was made through an Account the Bank shall inform without delay the Central Bank of Cyprus.

10.1.8 A new cheque book will be granted to the Customer who was registered in the CIR only after his deletion from the CIR, provided that he meets the evaluation criteria of the Bank.

10.1.9 The issuance of a Bounced Cheque is a criminal offense.

## 11 Dispute Resolution, Governing Law and Various Provisions

11.1.1 The Bank and the Customer shall take all reasonable measures to resolve their differences in an amicable manner including orally and by telephone conversation and/or by a meeting between them. The Central Bank of Cyprus is the competent body for ensuring and tracking the effective compliance of the Bank with the relevant laws and the directions pursuant thereto.

11.1.2 The Customers may submit any complaints relating to the products and/or services of the Bank and/or which they use and/or in relation to their Accounts by calling the Customer Contact Centre at 8000 9999 and +357 22 500 500 if calling from abroad, through Bank Mail, through the official website of the Bank (through the link "Contact Us"), by email at the address [suggestionsandcomplaints@hellenicbank.com](mailto:suggestionsandcomplaints@hellenicbank.com), by completing the relevant form (where available) and/or by post to the address of the Central Offices or Business Units of the Bank.

- 11.1.3 The Bank shall respond to complaints the soonest possible and no later than one (1) month from the date of receipt of the complaint for all types of complaints (except for complaints relating to the Payment Service/s). If additional time is required for investigation/resolution of the complaint, the Customer shall be notified of the reasons for the delay and of the date upon which the investigation/resolution is expected to be completed.

The Bank shall respond to complaints which relate to Payment Service/s within fifteen (15) Business Days from the day of receipt of the complaint. In exceptional cases where this is not possible for reasons beyond the control of the Bank, the Bank shall send, in writing, a holding letter to the Customer, explaining the reason for the delay in responding to the complaint and defining the timeframe within which the Customer shall receive the final response. The said timeframe (for receipt of the final response) shall not exceed thirty-five (35) business days from the day of receipt of the complaint.

- 11.1.4 In the event where the endeavours of the Bank and the Customer to reach an amicable solution fail, the Customer may apply to a competent body/authority for out of court settlement (as provided for by any law or Regulation in force at the time). For disputes which relate to Payment Service/s, or for disputes which emanate from credit agreements which fall within the scope of application of the Credit Agreements for Consumers relating to Residential Immovable Property Law of 2017, or for disputes emanating from credit agreements which fall within the scope of application of the Contracts of Consumer Credit Law of 2010, the alternative dispute resolution body between the Bank and the Customer is the Financial Ombudsman, to whom the Customer may submit a relevant complaint in accordance with and subject to the provisions of the Establishment and Operation of the Unified Body of Extrajudicial Dispute Resolution of Financial Nature Law in force at the time. Additionally, pursuant to the Law of 2010 on the Establishment and Functioning of a Unified Institution for Extra-judicial Dispute Resolution of Financial Differences Law, if one (1) month has passed since the date of receipt of the complaint from the Customer and no response has been received, the Customer has the right to submit a complaint to the Financial Ombudsman within four (4) months from the date on which he received a response by the Bank or from the date on which the Bank ought to have responded to the Customer.

Further information on the work of the Financial Ombudsman, including the procedure for submission of relevant complaints, is found on the official website at <https://www.financialombudsman.gov.cy> and at the central telephone number 22848900.

- 11.1.5 The rights and obligations of the parties of the Basic Terms are governed by and interpreted in accordance with the laws of the Republic of Cyprus and the courts of the Republic of Cyprus have exclusive jurisdiction over any matter and/or any dispute between the parties which may arise in relation to the Basic Terms.

## 12 Force Majeure

- 12.1.1 The Bank shall not be liable towards Customers or any other person due to its failure, incapacity or omission to execute any of its obligations pursuant to the Basic Terms, where such failure or incapacity or omission is caused by acts of force majeure, including total or partial suspension or restriction of its business resulting from actions by public or administrative authorities in the Republic of Cyprus or abroad, power cuts or telecommunications cuts, strikes, work stoppages, war, civil war and/or other emergency situations and situations beyond the control of the Bank, for as long as the act of force majeure lasts. The Bank shall bear no responsibility towards a Customer or any other person, for any damages caused or which may be caused by acts of force majeure.