



# Cooperation Framework Terms and Conditions of Banking Transactions

**COOPERATION FRAMEWORK  
TERMS AND CONDITIONS OF BANKING TRANSACTIONS**

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## 1. VALIDITY AND BINDING EFFECT

1.1. This Cooperation Framework includes the basic terms of cooperation of parties transacting with "ALPHA BANK SOCIETE ANONYME" (hereinafter the "Bank") for the conduct of banking transactions, including payment services. The Bank, which has been licensed by the Bank of Greece, is seated in Athens, at 40 Stadiou Street, and is registered in the General Commercial Registry under number 159029160000.

1.2. Any individual service or product such as deposit, investment or lending products, including consumer mortgage loans and business credit products, may additionally be governed by Special Conditions.

1.3. After taking note of the terms hereof, Customers shall declare in writing, or in any other appropriate manner determined by the Bank for this purpose, that they accept them, without their handwritten signature on the body hereof being required. Upon accepting the terms hereof, the

## 2. DEFINITIONS (in alphabetical order)

For the purposes hereof, the terms below shall have the following meanings:

**2.1 Exclusive Means of Identification:** The combination of letters, numbers or symbols used to identify an account or the details of a payment to be made, including, but not limited to, the International Bank Account Number (IBAN) and the Bank Identifier Code (BIC).

**2.2 Automated Transaction Networks:** The Automated Teller Machine (ATM) networks, the Automated Cash Transaction Centers (ACCs), the Card Readers (CRs) and any other network of transaction machines that the Bank makes available to Customers, through which the latter can carry out transactions. To better serve its Customers, the Bank may expand these networks in line with technological developments.

**2.3 Special Terms:** The terms of the individual contracts drawn up between the Bank and the Customers for the provision of services or products to them, which supplement this Cooperation Framework and supersede it in the event of conflict.

**2.4 Alternative Networks:** The electronic networks/platforms through which the Bank enables Customers to carry out transactions and receive services remotely by telephone or via the Internet, such as, but not limited to, Alpha Phone Banking for telephone services and Alpha Web Banking, Alpha Mobile Banking and My Alpha Wallet for online services.

**2.5 Payment Order:** Any instruction on behalf of the Customer (whether as a payer or a payee) to the Bank requesting it to execute a Payment Transaction.

**2.6 Business Day:** The day on which the Bank or, in the case of payment services, any other payment service provider involved in the execution of a Payment Transaction, is in operation. In addition to national holidays and international payment system holidays, local holidays shall not be considered as Business Days especially as regards local Branches of the Bank.

**2.7 Value Date:** The time reference set by the Bank for the start or end of calculation of interest on amounts credited or debited respectively in a Customer's account.

**2.8 Card:** A debit or credit or prepaid card issued by the Bank to the Customer.

## 3. CUSTOMER IDENTIFICATION - COMMUNICATION

### 3.1 Authentication - Certification of Customer Identity

3.1.1 When starting their business relationship with the Bank, Customers are obliged to make available to the Bank:

a) If they are individuals, the information requested by the Bank proving their identity; at minimum a valid Identity Card or Passport in force or a similar document accepted by the Bank for this purpose in accordance with the applicable legislative and regulatory framework.

Customers' personal identification information is registered with the Bank in accordance with the specific provisions of the applicable regulatory framework and they receive a Customer number designating such Customer throughout the duration and for the full scope of their cooperation with the Bank.

1.4. Upon starting their contractual relationship with the Bank, Customers receive a copy of this Cooperation Framework in hard copy or in any other Durable Medium, being entitled - at any time during the contractual relationship - to receive a new copy thereof in the same manner.

1.5. Unless otherwise specified with respect to Customers who are not Consumers, the terms hereof shall apply to all Customers. The conditions applicable to Consumers apply likewise to micro-enterprises within the meaning of paragraph 2 of article 2 of Law 4308/2014.

**2.9 Consumer:** An individual Customer who does not act for commercial, business or professional purposes.

**2.10 Card Payment Machine or EFT/POS:** Electronic device accepting cards, through which Customers can pay the price of a transaction to a business that owns such a device, by using their Card.

**2.11 Cut off time:** The specific time of the Business Day specified by the Bank from time to time per transaction network (Branch Network, Automated Transaction Networks, Alternative Networks), beyond which a Payment Order given to the Bank is considered as received on the next Business Day.

**2.12 Customer:** The individual person or legal entity or association of individuals without a legal personality or asset group that accepts the terms hereof and transacts with the Bank.

**2.13 Payment Transaction:** The act, initiated by the Customer in his capacity as payer or acting on behalf of the payer or in his capacity as payee, of placing, transferring or withdrawing funds, irrespective of any underlying relationship between the payer and the payee.

**2.14 User Personal Code:** A code consisting of numbers and/or letters and/or symbols by which, alone or in combination with a Card or other such code or other identification data, the Customer accesses the Automated Transaction Networks, the Alternative Networks and the Card Payment Machines and is identified during transactions through these.

**2.15 Durable Medium:** Any instrument which enables the recipient of information addressed to him personally to store it in a way that allows him to continue to have access to it for a period of time sufficient for the purposes such information serves and to reproduce it unchanged, such as, indicatively, e-mails.

**2.16 Pricelist:** The Bank's current pricelist, which includes the current credit or debit interest rates, and all kinds of expenses and charges for each transaction with the Bank through any of its networks. The Pricelist, as applicable, is available to Customers at the Bank's branches and on its website [www.alpha.gr](http://www.alpha.gr) and forms an integral part hereof.

**2.17 Financial Instruments:** Transferable securities, money market instruments, units in collective investment undertakings and other financial instruments, as defined in Law 4514/2018 "Markets in Financial Instruments and other provisions".

b) If they are legal entities, the legalization documents proving that they were established and operate lawfully and defining the persons who are authorized to act in its name and on its behalf and to legally bind it, as well as any other documents deemed necessary by the Bank on a case-by-case basis.

3.1.2 In addition, Customers are obliged to make available to the Bank, both at the beginning and throughout their business relationship, any

other information requested by the Bank for the certification and verification of their identity (such as tax data, tax domicile data, business data, residential data, contact details), in accordance with the applicable legislative and regulatory framework regarding the prevention of the use of the financial system for the purpose of money laundering and terrorist financing and the framework regarding international tax compliance and the automatic exchange of financial account information, to which the Bank is subject, as well as to submit all relevant documents. A prerequisite for the full certification of the identity of the legal entity is the identification and certification of the identity of its legal representatives and beneficial owners, in accordance with the applicable regulatory framework, while Customer -legal entity is obliged to submit to the Bank the identification and verification data for said individuals.

**3.1.3** The Bank is entitled to refuse to provide its services or to provide them on certain conditions in the event that the above documents under points 3.1.1. and 3.1.2. have not been submitted by the Customer in full or in part, or for reasons of compliance with the applicable Greek, European and international legislative and regulatory framework. Especially as regards compliance with the Foreign Account Tax Compliance Act and the Common Reporting Standard for Automatic Exchange of Financial Account Information in Tax Matters, failure by the Customer to provide the information requested by the Bank within ninety (90) calendar days shall entail his classification as a "non-cooperative Customer" and the notification of the competent foreign tax authority through the Greek tax authority for the purposes of the above international tax compliance framework.

**3.1.4** For the execution of any transaction, individual Customers or representatives of Customer - legal entity are obliged to prove their identity on a case-by-case basis, depending on the transaction, either by submitting the legalization documents proving their identity in accordance with the above under point 3.1.1., or by using a User Personal Code, alone or in combination with another such or with a Card, or by using biometric data, or in any other manner agreed with the Customer in accordance with the relevant Special Terms. The combined use of a Card and a Personal Identification Number (PIN) at a POS or other Automated Transaction Networks represents an electronic signature of the Customer that certifies his identity and proves his will regarding the content of the transaction, especially as regards its due execution, and bears the same results as a handwritten signature.

**3.1.5** The Customer's signature, where required, is set by him manually either on a paper document or by using a special stylus (e-pen) on the screen of a Bank device (pad) that displays the electronic document to be signed (handwritten e-signature). The electronic documents signed by the Customer in this manner are stored in the Bank's computer systems and are kept in its digital archive, from which they can be reproduced and printed at any time. Electronic documents bearing the Customer's e-signature shall have the same probative value and entail the same legal consequences as paper signed documents.

- The Customer's e-signature on the electronic documents certifies their authenticity, proves that the Customer's statement contained therein originates from the Customer as well as his willingness to be bound by their content.

- Copies or extracts of these electronic documents, in the form of a magnetic or digital media file or in printed form (printouts) from the Bank's digital archive, constitute full proof as to their content and to the origin of the Customer's handwritten e-signature, allowing for evidence in rebuttal.

**3.1.6** Third parties authorized by written document by the Customer may represent the Customer and sign on his behalf in transactions with the Bank, unless otherwise provided hereby, by any Special Terms or by any other legal relationship or if the Bank prohibits certain transactions by Customer representatives for reasons that it deems relevant to the

security of the transaction or in the case of an exclusively personal transaction. The aforementioned authorization must be granted on a case-by-case basis, at the discretion of the Bank, either by a notarial power of attorney or by a private document bearing a validation of authenticity of the Customer's signature and a date stamp by a competent Public Authority. Authorizations given by private document are accepted by the Bank for a limited period and for only one specific transaction, until the completion thereof. Authorizations granted by a notarial power of attorney shall be deemed to remain in force for as long as no change or revocation or expiration in any other manner of their validity has been notified to the Bank in writing. An explicit statement to this effect is required even in cases where the change, revocation or expiration in any other manner of the validity of the power of attorney is evidenced through other data. The Customer shall in any case bear the burden of proving that the above statement has been received by the Bank.

**3.1.7** All legal issues arising during the legalization of the Customer, such as in the event of a restriction of its legal capacity or, in the case of a legal entity, its dissolution or a change in its legal personality, which have international elements, shall be governed by the law that is deemed applicable in accordance with the provisions of Greek law. In any such case, the Bank is entitled to request all the legalization data or documents it deems necessary at the Customer's expense.

**3.1.8** Customers are solely responsible for the validity, accuracy and authenticity of any and all data and documents submitted to the Bank and undertake to notify it immediately of any change in the above data, including, in the case of individuals, any restrictions imposed on the legal capacity of the Customer or his representative or any third party who has transacted with the Bank at his behest and/or in his name, as well as on his universal or special successors. Consequently, the Bank is not liable for any damage that the Customer or other individuals may incur due to shortcomings or defects in the above documents or information or due to a change that was not communicated to it or due to the fact that, at no fault of its own, it did not promptly become aware of any restrictions imposed on the legal capacity of the Customer and/or the other abovementioned individuals. The relevant liability is borne exclusively by the Customer, who must immediately remedy any damage suffered by the Bank.

## **3.2 Communication**

**3.2.1** By default, Customers communicate with the Bank in Greek, which is the language hereof.

**3.2.2** Without prejudice to the special provisions hereof and to any Special Terms that provide for a specific manner of communication, Customers may communicate with the Bank in person at its branches or using its contact details (postal address, e-mail address, telephones) listed on its website ([www.alpha.gr](http://www.alpha.gr)).

**3.2.3** Customers must communicate their full and accurate contact details to the Bank in writing, or using any other Durable Medium or in any other manner that the Bank makes available for this purpose, in order for the Bank to communicate with them. These details shall include: their home address, e-mail address and landline and mobile phone numbers. Without prejudice to the special provisions contained herein or in Special Terms and the provisions of the legislation, the Bank freely chooses at its discretion the most appropriate manner of communicating with the Customer in each case.

**3.2.4** Customers undertake to notify the Bank of any change to the above details without delay, as per above and in accordance with the method of communication set by the Bank for this purpose. The home address or email address and phone numbers last stated by the Customer constitute the Customer's legal contact information. Any document relating to the present and any Special Terms that supplement

it and produce the results set forth by the law and this document is lawfully communicated to their last stated home address or e-mail address. Customers may not object to the Bank citing a change in their

## **4. DEPOSITS**

### **4.1 General**

**4.1.1** Deposits held with the Bank, irrespective of currency, are covered in the event of the Bank's inability to repay them by the Deposit Cover Scheme of the Hellenic Deposit and Investment Guarantee Fund (HDIGF) in accordance with the specific provisions of the applicable legislation as to the amount and other conditions of coverage. Customers are informed by the Bank regarding the operation of the HDIGF and the deposit cover scheme before opening their account and may receive information on this at any Branch of the Bank where dedicated leaflets are available, or through its website.

**4.1.2** In the Customer account, the Bank accepts cash deposits, credit transfers, as well as cheques or other securities, without prejudice to the provisions on the prevention and suppression of money laundering and the financing of terrorism, any other provisions of the legislation and any Special Terms that may apply on a case-by-case basis.

**4.1.3** The Customer's account is credited with the value of securities that the Customer delivers to the Bank for this purpose only after their redemption and following deduction of any Bank expenses and other charges, the amount of which is stated in the Pricelist. The availability of the amount in the Customer's account and its Value Date are determined on a case-by-case basis in the Pricelist.

**4.1.4** If the Customer's deposit is held in foreign currency, it is also governed by any special provisions of national and European legislation and any Special Terms. Deposits, withdrawals and in general Payment Transactions to or from the account are by default made only in the currency in which it is held. In the event that these transactions are carried out in a different currency, the Bank converts their amount into the currency of the account by applying the corresponding exchange rate on the day of conversion. The redemption of Customers' deposits in cash in the currency in which their account is held may only be made by a Bank Branch, may be subject to time or other restrictions of which Customers are informed through the Branch and/or the Bank's website and incurs the costs provided for such transactions in the Pricelist.

**4.1.5** In the case of accounts for which the Bank has issued a passbook, Customers are obliged to keep it with care and to inform the Bank in writing without delay if it is lost or stolen; otherwise, they are liable for any withdrawals made after the loss or theft, unless there is a fault by the Bank in identifying that person. As account transactions may be carried out without presentation of the passbook, their validity does not depend on the recording of an entry in the passbook. Entries in the passbook shall constitute proof only if they are in agreement with the relevant entries in the Bank's computerized commercial records, allowing for evidence in rebuttal. If the account is closed, the Customer is obliged to submit the passbook to the Bank for cancellation.

**4.1.6** The provision of a chequebook or account overdraft right requires a request to be sent by the Customer and its acceptance by the Bank.

**4.1.7** Customers' term deposit capital is held in a special account opened for this purpose for the period specified in the respective Special Terms. During the term deposit, crediting and debiting the term deposit account is not normally allowed, unless specific exceptions are provided for in the Special Terms thereof. If withdrawal is made from the term deposit before its agreed maturity date, the Bank is entitled to apply charges, as such are stated in the relevant Special Terms and the current Pricelist. The Bank is entitled to proceed unilaterally at any time before the agreed maturity date of the term deposit to a partial or total charge thereof in the event of serious grounds such as, indicatively, to satisfy

contact details which they did not notify to the Bank as per above. The Bank is not responsible for any damage Customers may suffer due to failure to promptly notify it of a change in their above contact details.

any claim of the Bank against the Customer or any joint holders if it is a joint deposit, due to any cause whatsoever, without any other action or statement of the Bank being required for this purpose.

### **4.2 Deposit interest rates**

**4.2.1** Subject to any Special Terms, interest rates on deposits are floating. The amount of interest rates, the interest-bearing period start and end date, the periodicity of the calculation of interest, any minimum deposit limits, the taxes on interest and any commissions and expenses incurred by depositors for keeping their account and transacting therewith are defined per product category in the Pricelist or in the Special Terms.

**4.2.2** The Bank is entitled to change the floating interest rates freely at any time and to apply them immediately, taking into account the conditions of the capital markets, the money supply, the country risk and the conditions of competition in the banking market. Any change in floating interest rates shall be communicated by the Bank to its Customers and the public through the Press and shall be posted in the Bank's branches and website.

**4.2.3** The basis for calculating interest on deposits is actual days and the 365-day year (actual/365). Interest is accounted for and capitalized on 30 June and 31 December of each year unless otherwise provided in the Pricelist for a specific category of accounts or unless different dates are specifically agreed with the Customer. At interest payment, tax in favor of the Greek State is withheld, in accordance with the applicable legislation.

### **4.3 Withdrawals - Charges**

**4.3.1** Subject to any Special Terms, deposits are paid when requested, unless the account balance is not available, in whole or in part, for any contractual or legal reason. In case of cash withdrawals, the Value Date for charging the account is the day on which the withdrawal is made.

**4.3.2** For security purposes, the Bank may set daily quantitative cash withdrawal limits, which Customers can be informed of at any Branch. For cash withdrawals beyond the applicable quantitative limit, Customers must notify the Branch from which the withdrawal is to be made at least one Business Day in advance.

**4.3.3** Moreover, the Bank is entitled to set a maximum cash withdrawal limit, beyond which withdrawals will be made exclusively by bank cheque. Customers can be similarly informed of said limit at any Bank Branch or from the Pricelist.

**4.3.4** In addition to cash withdrawals at the counters of the Bank Branches, Customers may make payments and/or cash withdrawals by debiting their account by other means made available to them by the Bank, such as by using a debit Card, by issuing payment orders, by issuing cheques drawn from this and/or by using a credit Card linked to their account in accordance with the relevant Special Terms. If more than one order is made and the funds available in the account are not enough for executing all orders, the Bank pays them irrespectively of the date of issue or order of appearance, as appropriate, up to the exhaustion of available funds, unless the Bank receives relevant written, clear, specific orders.

**4.3.5** The execution of Payment Transactions through Customer accounts at the Bank using a card issued by a third-party payment service provider is only possible if: a) the Customer's account is accessible online, b) the Customer has given the Bank explicit consent to respond to requests by this third-party provider by confirming that the

amount of money corresponding to specific Card Payment Transactions is available in his account, c) the above consent has been given before the submission of the first request for confirmation of the availability of funds.

**4.3.6** If the Customer wishes to purchase banknotes in foreign currency by debiting his account, he must submit a request to the Bank at least two Business Days prior to the transaction. The Bank may refuse the transaction if for any reason it does not have the requested banknotes.

#### **4.4 Joint account**

**4.4.1** Deposits in the name of two or more individuals jointly shall be considered as deposits in a joint revocable account and shall be governed by Greek Law 5638/1932, subject to term 4.4.3. In their relations with the Bank, the joint holders of joint revocable accounts shall be considered jointly and severally lenders. Each of them may make use of the deposit without any action by the others and without quantitative restrictions. Exceptionally, the establishment of a pledge and the assignment of claims from the joint account require the action of all joint holders. If one of the joint holders is placed in any form of judicial guardianship, the joint account contract shall continue to apply as it stands to all, on the same terms. In the event of the death of any of the joint holders, the deposit and the account automatically devolve upon the remaining surviving joint holders, to the last thereof.

**4.4.2** Any event affecting one of the joint holders of the joint revocable account shall automatically affect the others, in the sense that any action, act or statement of the Bank relating to the account towards any of its holders and, conversely, any action, act or statement of any holder towards the Bank shall also apply to the other holders.

**4.4.3** Joint (indivisible) accounts are the subject of separate agreements and are governed by the relevant Special Terms.

**4.4.4** Each joint holder of a revocable or indivisible joint account is jointly and severally liable to the Bank for any liability arising from the account and the transactions therewith. The Bank is entitled to debit the joint account up to any amount with any counterclaim against any of its joint holders.

#### **4.5 Expenses - Taxes - Other charges**

**4.5.1** Without prejudice to the applicable legislation and the restrictions arising therefrom, for certain account transactions Customers shall incur expenses that concern in particular the keeping thereof and transactions therewith (indicatively, issuance of cheques, credit transfers), as detailed in the Pricelist. Any change to these charges shall be notified through the Branches, shall be posted on the Bank's website and shall take effect immediately following such notification.

**4.5.2** The Customer is charged with all relevant taxes and charges imposed on deposits and interest on deposits, as set in each case.

**4.5.3** Customers can be informed of the current amount of Bank charges and the taxes and fees withheld in favor of the State, as well as the time when these become due, from the Pricelist and at any Branch of the Bank. The Customer hereby expressly authorizes the Bank to charge his account with all the above amounts by priority whenever there is a balance available for their partial or total repayment.

#### **4.6 Account closure**

**4.6.1** Customers may close any account held with the Bank at any time, by written notice which shall produce legal effects thirty (30) days after its notification to the Bank. Customers can terminate their account contracts free of charge. Any charges imposed on a regular basis in the context of and for keeping the account shall be paid by the Customer pro rata up to the time of account closure and, if they have been paid in advance, they shall be refunded pro rata.

**4.6.2** The Bank is entitled to close any Customer account by written notice to the Customer, which shall produce legal effects sixty (60) days after its dispatch to the Customer, unless the Customer is in breach of the provisions of the law or their contractual obligations to the Bank or for other good reason, in which case the Bank is entitled to immediately close the account. The last paragraph of term 4.6.1. also applies in the case of termination of the account contract by the Bank.

**4.6.3** Any balance existing at the time of account closure shall be kept in favor of the Customer in an interest-free temporary account unless the Customer has other accounts with the Bank, in which case the Bank shall credit the balance to any of them, subject to any other instructions by the Customer.

#### **4.7 Inactive accounts**

**4.7.1** The Bank may place restrictions on transactions using a Customer account, including the crediting thereof and the payment of cheques drawn from it, when no actual transaction has taken place in this account for a period of more than twenty-four (24) consecutive months, such as, indicatively, the debiting or crediting of the account by the Customer through a Branch or through the Alternative Networks, or its crediting with interest, dividends, or payroll proceeds.

**4.7.2** The above restrictions may be removed at the request of the Customer and after the completion of the verification of his identification data in accordance with the applicable legislation and the Bank's procedures.

#### **4.8 Dormant accounts**

**4.8.1** A dormant account is an account in which, demonstrably, no actual transaction has been made by the Customer for a period of twenty consecutive years. The crediting of the deposit with interest and the capitalization thereof does not constitute a transaction within the meaning of this section.

**4.8.2** After this twenty-year period, the rights of the Customer and his heirs to the account balance expire, and its content is automatically transferred to the State. The starting date of the 20-year limitation period is the day following the last actual transaction made by the Customer.

**4.8.3** Before the expiry of the limitation period, the Bank shall send periodic notices to the Customer every five years, i.e. at five, ten and fifteen years from the last actual transaction, and one last time before the twenty-year anniversary. The second and third notices are mandatory only if the account has a balance of more than one hundred (100) euros.

#### **4.9 Periodic updates**

**4.9.1** Customers receive periodic updates from the Bank about all transactions in their account due to any cause, taxes on interest, and any commissions and expenses they are charged with for keeping their account and transactions therewith. Customers opt to receive these updates either in hard copy or by email.

**4.9.2** The written periodic updates shall be made by sending to Customers, within ten (10) days of the completion of each calendar quarter, an account statement for that quarter, unless the Customer has agreed with the Bank to be informed at shorter intervals, in which case the information shall be provided to them in accordance with the above after the end of each agreed period. For joint accounts, the account statement shall be sent to the joint holder stated as first holder in the application for opening the account. This joint holder undertakes to inform the others, who shall always have access to the relevant information in accordance with terms 4.9.4. and 4.9.7. If within the reporting period of the account statement no transactions were made using this, the Customer receives these updates every six months.

**4.9.3** No written update is sent for accounts for which a passbook has been issued, but Customers can be informed about their account

transactions upon presentation of the passbook which, in the case of joint accounts, can be made by any of the joint holders.

**4.9.4** Moreover, the Bank makes their account transactions for each calendar month available to Customers, within the first ten days of the following calendar month, at any Branch of the Bank.

**4.9.5** In the event that the Customers do not receive their account statements, they are obliged to notify this to the Bank in writing with acknowledgement of receipt at the latest by the end of the month within which they are sent to them in accordance with term 4.9.2.; otherwise, it is presumed that the account statements were received, allowing for evidence in rebuttal.

**4.9.6** Sending account transaction extracts or statements is automatically interrupted in the event that the relevant correspondence to the Customer is returned to sender. The Bank is obliged to continue the sending thereof if, after the interruption, the Customer informs it of its new contact details.

**4.9.7** If Customers choose online periodic updates, they have access to their electronic account statements through the Alpha e-statements service provided by the Alternative Networks Alpha Web Banking and Alpha Mobile Banking or by any other means made available to them by the Bank. The electronic account statement is available on a monthly basis, within two (2) business days from the end of each month when there were account transactions.

**4.9.8** The registration of Customers with the Alternative Networks implies that periodic updates on their account transactions are made exclusively through the Alpha e-statements service. Customers may at any time request the termination of this service in respect of any of their accounts, in which case they will receive a written update for the specific account in accordance with term 4.9.2.

**4.9.9** As part of the Alpha e-statements service, Customers are notified of the availability of the electronic copy of their account statement by e-mail sent by the Bank to the email address the Customers have stated for this purpose. In the event that the Customers do not receive this message and find that the electronic statement is not available as mentioned in term 4.9.7., they shall notify this to the Bank in writing with

acknowledgement of receipt by the end of the calendar month following the one to which the statement relates; otherwise, it is presumed that their periodic update took place, allowing for evidence in rebuttal.

**4.9.10** The Bank uses the e-mail address provided by the Customers for registration with the Alpha e-statements service in order to inform them about issues related to the service, as well as their general cooperation with the Bank.

**4.9.11** The extracts or statements of the account, either in paper or in electronic form, as well as the entries in the passbook according to the above, are extracted from the Bank's electronic commercial/accounting records, and Customers acknowledge that they constitute full proof regarding the transactions and movements of their included accounts, allowing for evidence in rebuttal. An uninterrupted series of such copies is an accurate extract from the Bank's records, showing the account debits and credits for the period they cover. If Customers dispute the content of the printed or electronic account statements, they must notify the Bank in writing with acknowledgement of receipt or by any other Durable Medium within forty (40) days of the expiry of the period to which these relate, subject to term 5.9.9. If Customers do not contest the content of the account statements within the above deadline, they will be deemed to accept the accuracy of their content and acknowledge the individual and overall funds included therein, allowing for evidence in rebuttal.

**4.9.12** All electronic account statements that have been made available to Customers according to term 4.9.7. and the electronic messages sent to Customers according to term 4.9.9. are stored electronically in the Bank's systems and constitute full proof for the corresponding provision of the update to the Customers, allowing for evidence in rebuttal.

**4.9.13** If the Bank agrees to provide Customers with account statements on a more frequent basis or otherwise than provided above or to provide additional information, subject to term 5.8., Customers are obliged to pay the relevant cost, as provided in the Pricelist.

**4.9.14** The Customers' request for reissue or reshipment of these statements entails the charge stated on the Pricelist.

## **5. PAYMENT SERVICES**

### **5.1 Scope**

**5.1.1** The terms of this Chapter apply to payment transactions carried out by the Bank in euro or in any other currency, except as otherwise provided herein, provided that any other payment service provider is located in Greece or in another Member State of the European Economic Area. If the other payment service provider is located outside the European Economic Area, the terms of this Chapter shall apply in respect of the parts of the Payment Transaction made in Greece.

**5.1.2** The terms of this Chapter shall not apply to Payment Transactions based on cheques, bills of exchange and promissory notes, traveller's cheques and postal cheques and other vouchers as specifically provided for in the relevant payment services legislation.

### **5.2 Description of payment services**

The Bank shall provide the Customers in accordance with the terms of this Chapter and any Special Terms, as applicable, with the following payment services:

- Services enabling placements and cash withdrawals on an account held in the Customers' names and used for the execution of Payment Transactions, including all operations required for the maintenance of the payment account.

- Direct debit services. Direct debit means the payment by debit of the payer's account when the start of the Payment Transaction is made by the beneficiary on the basis of the payer's consent to the former or to

the payment service provider or on the basis of an instruction given by the payer to the Bank.

- Credit transfer services 'Credit transfer' means a payment transaction initiated by the payer by debiting from the payer's account with a view to crediting funds to a third party's account, either the payer's own account, held with the Bank or with another payment service provider.

- Money remittance. 'Money remittance' means a payment service where funds are received from a payer, without any payment accounts being created in the name of the payer or the payee, for the sole purpose of transferring a corresponding amount to a payee at the Bank or to another payment service provider acting on behalf of the payee, and/or where such funds are received on behalf of and made available to the payee.

- Payment services with Cards which are additionally governed by the terms of Chapters 6 and 7 as well as by the relevant Special Terms.

- Payment initiation services. These services consist of the Customer initiating a Payment Order through the Bank with respect to an account held at another payment service provider and are provided in accordance with the relevant Special Terms.

- Account information services. These services consist in the online receipt by Customers, through the Bank, of consolidated information on one or more payment accounts held by them with one or more other payment service providers and are provided in accordance with the relevant Special Terms.

### 5.3 Type and Content of Payment Orders

5.3.1 The Customer's Payment Order to the Bank shall be provided to the Bank either (a) in writing, by signature of the relevant forms of the Bank or by signed letter of the Customer submitted at any Branch or, when this is accepted by the Bank, by facsimile message (fax), or (b) electronically, using the Alternative Networks or the Automated Transaction Networks with their relevant User Personal Codes and/or Card PINs, where necessary, also in accordance with the other terms governing their operation or (c) by telephone, using the Alpha Phone Banking Service. In case of direct debit with the Customer as payer, the initiation of the Payment Transaction by the payee may be based on a relevant authorization granted by the Customer to the beneficiary or to its payment service provider. The above Payment Order or the Customer's authorization may relate to the execution of a single payment or may be a standing order, relating to recurring Payment Transactions on specific dates or with specific periodicity.

5.3.2 Customers' Payment Orders and authorizations for the execution of Payment Transactions, provided that they are granted in the manner described in term 5.3.1, constitute the required legal consent of Customers for the execution of the respective Payment Transactions.

5.3.3 The Payment Order must in any case include the amount and currency of the Payment Transaction, the full name or corporate name of the payer and the payee and the Exclusive Means of Identification, which are defined as follows:

- for payments to be made by debiting the Customer's account, the number of this account
- for credit transfers within the Bank, the account number or the IBAN (International Bank Account Number) of the account of the payee

- for credit transfers outside the Bank, the IBAN of the account of the payee or the account number and the BIC (Bank Identifier Code) number of the bank of the payee

- for direct debits, the identification details of the payee as specified by the Bank and the details identifying the obligation to be repaid.

5.3.4 Credit transfers to a third-party account are executed by the Bank provided that the required instructions and information to the Bank are complete and accurate and the details provided by the Customer match those of the holder of the account to which the transferred funds will be debited. In case of non-acceptance of the credit, the Bank credits the relevant amount to the Customer's account, charging the Customer with any expenses that may arise.

5.3.5 If credits or debits recorded in the Customer's account are not based on the Customer's respective instructions, but are due to an employee error or any other reason, the Bank may also proceed on its own initiative to correct (with corrective entries) or cancel (with reversing entries) these credits or debits. It may also cancel provisional entries in the event of cancellation of the condition precedent on which they depend.

### 5.4 Receipt / execution of Payment Orders

5.4.1 The Payment Order is considered received by the Bank on the day when it was actually received, unless the receipt was made on a non-Business Day or after the Daily Cut-off Time, in which case the Payment Order is considered received on the following Business Day. If agreed that the credit transfer or the direct debit will be executed on a specific day or at the deadline or when the Customer makes the respective amount available to the Bank, the time of receipt of the Payment Order is deemed, as appropriate, the above day or last day of the deadline or day when the respective amount was made available to the Bank and if this day is not a Business Day, the following Business Day. The Daily Cut-offs per transaction network are defined as follows:

### CUT-OFF TIME LIMITS

Transaction network	Payment transaction	Cut-off time
Alpha Web Banking Alpha Mobile Banking Alpha Phone Banking My Alpha Wallet	Credit transfers and payments	22:00
ATM	Cash deposits in envelope* * Cash deposits to BNA (Bank Note Acceptor) ATMs are always made with the deposit date as the Value Date	14:30
	Credit transfers	23:30
	Payments	15:30. Specifically for certified Debts to the State: 22:00
ACTC	All transactions	Banking hours for the public at the Bank Branches
Network of Branches (counters)	All transactions	Banking hours for the public at the Bank Branches

5.4.2 Prior to executing a written Payment Order, the Bank shall identify the Customer and, where applicable, the Customer's representative or proxy and, if the order is in writing and was transmitted remotely, shall check that the signature of the Customer or representative thereof matches the sample kept in its records. The Bank is entitled not to execute the order and is released of any liability, if:

- a) there is doubt as to the identification of the Customer or as to whether the order originates from the Customer, or
  - b) the signature on the order presents significant deviations from the sample held by the Bank, or
  - c) the order contains unclear or contradictory or evidently illegal content.
- In these cases, the Bank shall notify the Customer, by document or by other Durable Medium, of its refusal to execute the order and of the grounds for such refusal within the deadlines set out in terms 5.4.5. and



5.4.6., unless the notification is prohibited by a provision of law. For cases where costs are imposed for the notification, these are mentioned in the Pricelist.

**5.4.3** The execution of a Payment Order by debiting a Customer's account requires on the one hand the existence of a sufficient available balance in the account to cover the total amount of the order and any charges for its execution, and on the other that it neither is nor causes an exceedance of the applicable transaction limit set by the Bank and notified to the Customer for the specific transaction and/or for the specific medium by which it is executed (e.g. Alternative Networks, Card).

**5.4.4** If a Payment Order must be executed in a currency other than the currency of the Customer's Account to be debited, the applicable exchange rate for the conversion is the reference foreign exchange rate indicated at the Branches and on the Bank's website on the day of execution.

**5.4.5** When made in Euro or in the currency of any other EU member state, Customer orders for crediting an account kept with the Bank are executed on the same day. If the order concerns crediting an account kept with another bank in Greece or another EU member state, the Bank transfers the full amount of the order, without any deduction or discount, to the payee's payment service provider or the correspondent thereof, as applicable, the latest by the end of the Business Day following order receipt. This deadline may be extended by a further Business Day for Payment Transactions the initiation of which is made in printed form.

Direct debit with the Customer as payer in the above currencies is executed on the day on which the Bank receives the Payment Order sent to it by the payee through its payment service provider, or, in the event that the Payment Order is received on a non-Business Day or after the Daily Cut-off Time, on the following Business Day. The Value Date for debiting the Customer's account in all the above cases is the day on which the amount of the order was actually debited to the account.

**5.4.6** If the Payment Transaction execution requires the Bank to proceed with currency conversions between Euro and the currency of other EU member states, the Bank is obliged to transfer the full amount of the order to the payee's payment service provider or the correspondent thereof, as applicable, the latest by the end of the fourth Business Day from order receipt. The Value Date for debiting the Customer's account is the day on which the amount of the order was actually debited to the account.

**5.4.7** If the Customer is the payee of a credit transfer or remittance in Euro or in the currency of another EU member state, the Bank is obliged to credit the Customer's account with its amount or make the amount available to the Customer on the respective Business Day on which this amount was made available to the Bank by the payer or his payment service provider and with a Value Date on the day on which the credit was made. If the Customer is the payee of a direct debit in Euro or in the currency of another EU member state initiated by or through the Customer, the Bank shall transmit the relevant Payment Order to the payer's payment service provider within the time limit agreed with the Customer, enabling its settlement, with regard to direct debit, on the agreed due date. In any case and regardless of the Payment Transaction currency, the Bank is entitled to deduct from the Payment Transaction amount any charges imposed before it makes it available to the Customer.

**5.4.8** Without prejudice to the provisions of term 7.1.7. for cash deposits at ATMs of the Bank, the crediting of the account with the amount of the cash deposit at Bank Branches in Euro or in the currency of another EU member state shall be made on the same day and with the relevant Value Date set out in the Pricelist.

## **5.5 Revocation of Payment Orders**

**5.5.1** Payment Orders may not be revoked after they have been received by the Bank, in accordance with the provisions of term 5.4.1. Exceptionally, in the case of the second paragraph of term 5.4.1., the Customer may revoke a Payment Order the latest by the end of the Business Day preceding the agreed day. When a Payment Transaction is initiated by a Third-Party Provider, within the meaning of term 5.10., or by or through the payee, the Customer shall not revoke the Payment Order after it has granted the Third-Party Provider its consent to initiate the Payment Transaction or after it has granted its consent to execute the Payment Transaction to the payee.

**5.5.2** A Payment Order for direct debit with the Customer as payer may be revoked by the Customer the latest by the end of the Business Day preceding the day agreed for debiting the amounts in their payment account.

**5.5.3** Where allowed, the revocation of a Payment Order is made in exactly the same way as it was given and, if it was given at a Branch, at the same Branch. In the case of standing orders, the revocation concerns the execution of any future Payment Transaction in the context of the standing order.

**5.5.4** After the expiry of the time limit within which the Payment Order may be revoked as described above, its revocation by the Customer is allowed only upon agreement between the Customer and the Bank and, in the case of term 5.5.2., of the payee. In these cases, the Bank is entitled to impose on the Customer the charges set out in the Pricelist.

**5.5.5** The order shall be deemed revoked in case of the Customer's death or dissolution, if the Customer is a legal entity, provided that this event has been notified to the Bank in due time.

## **5.6 Conditions for refunds**

**5.6.1** Customers, provided they are Consumers, are entitled to request the refund of the entire amount of an approved and executed Payment Transaction in Euro or in the currency of another EEA member state and the crediting thereof to their account, provided that the Payment Transaction was initiated by them or via them (direct debit) and has been executed. A prerequisite for this right of the Customer is first, that the amount of the Payment Transaction had not been clearly specified by the Customer at the time the Payment Transaction was approved and second, that it exceeds the amount reasonably expected by the Customer, considering their previous cost habits and the relevant circumstances. At the request of the Bank, Customers bear the burden of proof to show that the above two conditions are met and, in this context, they must provide the Bank with all the information related to their request, which shows that said conditions are met, although they are not entitled to invoke, as regards the condition of excess of the amount that they could reasonably expect, any reasons related to the conversion of foreign exchange if an agreed reference exchange rate was applied. Furthermore, they are not entitled to request cash refunds, as per the above, if they consented to the execution of the Payment Transaction by the Bank and - as appropriate - the information on the future Payment Transaction was provided or made available to them in writing at least 4 weeks before the payment date, either by the Bank or by the payee.

**5.6.2** Without prejudice to the last subparagraph of term 5.6.1., Consumer Customers also have an unconditional right to a refund within the time limits provided for in terms 5.6.3. and 5.6.4. in accordance with Regulation (EU) 260/2012 for direct debits in Euro within the European Union, if the other payment service provider of the payee is located within the European Union.

**5.6.3** The cash refund request must be submitted to the Bank by Consumer Customers within a deadline of eight (8) weeks from the date on which their deposit account was debited with the amount concerned.

**5.6.4** Within ten (10) business days of receiving the above refund request, the Bank is obliged either to credit the full amount of the executed Payment Transaction to the Customer's account with a Value Date that is no later than the date on which the Customer was charged with its amount or to justifiably refuse to satisfy the request. If Consumer Customers do not accept the grounds for the refusal, they are entitled to appeal to the General Secretariat of Commerce and Consumer Protection of the Ministry of Economy and Development or to the bodies responsible for alternative dispute resolution in accordance with term 11.9. The right of the Bank to justifiably refuse to satisfy the request does not apply to the case provided for in term 5.6.2.

## **5.7 Charges**

**5.7.1** Customers are obliged to pay to the Bank its fee for the acceptance of the Payment Order, the conduct of the relevant checks and for its execution under the terms hereof, as well as any fee, charge or expenses of third parties borne by the Bank for the execution of the Payment Order, as these charges are set out in the Pricelist.

**5.7.2** The Bank is entitled to charge these funds to the account of the Customer whom the Payment Order concerns as a matter of priority, before debiting its relevant amount to the Customer. Where, after the above charge, the balance available in the Customer's account is not sufficient for the execution of the order, this shall not be executed, even if the Customer has adequate funds available in another bank account, unless he grants a special order to debit the latter account.

## **5.8 Update**

**5.8.1** The Customers' periodic update on their account transactions, in accordance with term 4.9. includes - in addition to the information mentioned therein - the following information regarding payment services received from the Bank:

- a) information identifying any credit or debit of their account and information concerning the payer or the payee of the amount respectively;
  - b) the amounts of any charges for executed Payment Transactions
  - c) in the case of currency conversion, the exchange rate used to credit or debit the account and the amount of the transaction before or after the currency conversion;
- and (d) the Value Date for debiting and crediting each individual amount to the account.

The above information is provided free of charge. If Customers agree with the Bank to provide them with additional or more frequent information or transmission of information in a manner other than that specified herein, they are obliged to pay to the Bank the charge provided in the Pricelist.

**5.8.2** Where they act for purposes not included in their commercial, business, craft or professional activity, the Bank shall provide individual Customers, on a quarterly basis and free of charge, with a statement of all the fees paid, as well as, if applicable, with information on the interest rates applied for providing them with services related to their payment account. This statement is provided to Customers in the same manner as the periodic update of term 4.9, unless they request it to be provided in hard copy.

## **5.9 Liability**

**5.9.1** Subject to terms 5.9.2. to 5.9.4., the Bank shall execute Customers' Payment Orders in accordance with their instructions or, in the case of direct debits, in accordance with the instructions of the payee or its payment service provider and shall be exempt from any liability as long as it has followed these faithfully. Where the Customer is a payee, the Bank executes the order received from the payer's payment service provider and if it is a direct debit, it correctly transmits the order to the latter's payment service provider.

**5.9.2** The Bank shall have no liability if the Exclusive Means of Identification or the identity of the payee provided by the Customer for executing a Payment Transaction were incorrect or incomplete. In this case, if requested, the Bank shall make reasonable efforts to recover the amounts involved in the Payment Transaction and, if the recovery is not possible, it shall submit to the Customers, upon their written request, all the information at its disposal which is important for them to exercise a legal claim for the recovery of such amounts. Customers are obliged to pay to the Bank the charge related to the above actions, as indicated in the Pricelist. If Customers provide the Bank with information beyond the Exclusive Means of Identification, the Bank is not obliged to use such for the identification of the payee or its account and is solely responsible for the execution of the Payment Transaction in accordance with the Exclusive Means of Identification provided by the Customer.

**5.9.3** The Bank checks the Customers' Payment Order in accordance with the applicable legislative and regulatory framework for the suppression of money laundering and terrorist financing, but is not obliged to otherwise check its legality or underlying cause; the Customers are solely responsible for such checks, as well as for any damage suffered by them or the Bank due to inaccurate, incorrect or illegal orders, including due to the error or negligence of the same or any of their proxies.

**5.9.4** The Bank is in no way liable for the non-execution of the Customer's order in the event it is revoked or for the reasons mentioned in terms 5.3.4. and 5.4.2., while if the Bank is obliged in these cases to pay any amount to any third party for a reason related to such non-execution, the Customer must immediately return this amount to the Bank with interest from the day of its payment to the third party, until its return to the Bank by the Customer.

**5.9.5** If Customers deny that they have approved an executed Payment Transaction or claim that the Payment Transaction was not executed correctly, the Bank shall check that the authenticity of the Payment Transaction has been identified, and that the Payment Transaction has been accurately recorded, registered in the payment accounts and that it was not affected by a technical failure or other malfunction of the service provided by it. Subject to terms 5.9.2. and 5.9.9., in case of an unauthorized Payment Transaction and provided that there is no liability of the Customer in accordance with terms 6.2. and 8.2.6., the Bank shall return immediately and in any case by the end of the next Business Day the amount of the Payment Transaction and restore the Customer's debited account to its previous status with a Value Date for its credit no later than the date of its debit with the amount of the Payment Transaction, unless it has reasonable suspicion that fraud has been committed. Customers who are not Consumers shall bear the burden of proving their claims by any appropriate legal means, and in this case the entry of their User Personal Code in the Bank's computer systems for the execution of the Payment Transaction shall constitute proof that they had approved the Payment Transaction or that they may have acted fraudulently or that they intentionally or by gross negligence have failed to fulfil one or more of their obligations under terms 6.2. and 8.2.6., allowing for evidence in rebuttal. If the Payment Transaction has been initiated through a Third Party Provider, within the meaning of term 5.10., the Bank, subject to terms 5.9.2. and 5.9.9., shall return immediately and in any case at the latest by the end of the next Business Day to the Customer the amount of the unauthorized Payment Transaction and, if applicable, shall restore the debited account to its previous status.

**5.9.6** If a Customer Payment Order which was initiated directly by them as payer was not executed or was executed incorrectly, the Bank, subject to terms 5.9.2. and 5.9.9., shall credit without undue delay the debited account with the amount of the non-executed or incorrectly executed Payment Transaction and with a Value Date - for Consumer Customers - no later than the date on which they were debited with the

amount of the Payment Transaction. The Bank is not liable as per the above if it proves that the payee's payment service provider received the amount of the Payment Transaction in accordance with the provisions of terms 5.4.5. and 5.4.6. If the Payment Order was initiated by Consumer Customers through a Third Party Provider, within the meaning of term 5.10., the Bank, subject to terms 5.9.2. and 5.9.9., shall return to the Customers the amount of the non-executed or incorrect Payment Transaction and, if applicable, shall restore their account to its previous status.

**5.9.7** In the event of a Payment Order initiated by a Customer as payee or through them, if the Bank did not transmit or transmitted it incorrectly it in accordance with term 5.4.7., it is obliged to immediately transmit/re-transmit it to the payer's payment service provider. If Customers are Consumers, the amount of the Payment Order is credited to their account and made available to them with a Value Date no later than the date at which the account would have been credited had the Payment Transaction been properly executed.

**5.9.8** The Bank's liability towards Customers under terms 5.9.6. and 5.9.7. also covers any charges imposed on them for the execution of the Payment Transaction and, if Customers are Consumers, also any interest charged to them as a result of non-execution or incorrect execution, including its late execution. The Bank has no further liability for compensation, such as compensation for any consequential or indirect damages of the Customer for any reason.

**5.9.9** The Bank shall restore any unauthorized or incorrectly executed Payment Transactions for which it is liable under terms 5.9.5. to 5.9.7. only if Customers notify it without undue delay as soon as they become aware of the said Payment Transaction and at the latest by the last day of the following month from the issue of the extract or copy of their account statement or, if they are Consumers, within a period of thirteen (13) months at the latest from the date on which their account is debited.

**5.9.10** Regardless of the Bank's liability in accordance with the above, when the non-executed or incorrectly executed Payment Transaction is initiated by or through Customers, in their capacity as payer or payee, the Bank shall immediately try to identify the Payment Transaction and notify them without any charge regarding the result.

## **6. CONDITIONS GOVERNING CARDS AS A MEANS OF PAYMENT**

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

**6.1.1** If, at the request of a Customer, the Bank grants them a Card, its possession and use is governed by the following terms and the applicable Special Terms.

**6.1.2** The Card is issued by the Bank in physical form and is sent to the Customer at the address stated for this purpose. Customers assume the risk of any non-delivery of the Cards in the event that they do not state the exact shipping address or any change to it. When Customers are legal entities, they are obliged to deliver it to their authorized representative (hereinafter referred the "Holder") whose name is imprinted on the Card, who accepts these terms unreservedly.

**6.1.3** The Card shall bear the name of the individual Customer, or in the case of a legal entity, the corporate name or trade title and the full name of the Holder. Upon receiving the Card, Customers or Holders must place their signature in the dedicated field on the back of the Card. If the Card is sent deactivated, it is activated by the individual Customer or the Holder in accordance with the Bank's instructions.

**6.1.4** The Card is owned by the Bank, which grants Customers only the right to hold and use it, in accordance with the terms of this Chapter and the Special Terms, prohibiting its handing over or the granting of its use for any reason to any third party.

**6.1.5** After sending the Card, the Bank sends to the Customer or the Cardholder, as the case may be, by text message or by post to the mobile phone number or to the address stated to the Bank for this purpose, the

**5.9.11** If Customers suspect or consider that there is a case of fraud or a threat to the security of their payment transactions, including transactions made with Cards as a means of payment, they must notify the Bank immediately and without undue delay by calling at 210 326 0000. To safeguard both parties, such phone notifications shall be recorded on a magnetic or other appropriate means.

### **5.10 Third-party payment service providers**

**5.10.1** Within the framework of payment services received from licensed third-party payment service providers (hereinafter "Third-Party Providers"), Customers may initiate through them Payment Transactions by charging their account at the Bank or receive information about their accounts held in the Bank, provided that the respective Third-Party Provider is identified towards the Bank in accordance with the relevant provisions and as provided in the relevant legal regulations and that the Customer account to which access is requested by the Third-Party Provider is accessible online. The above-mentioned orders transmitted to the Bank by the Third-Party Providers are executed as if given directly to the Bank by the Customers.

**5.10.2** The relationship between Customers and Third-Party Providers is governed by the terms agreed between them for the compliance of which the Bank has no responsibility whatsoever.

**5.10.3** The Bank may deny a Third-Party Provider access to Customer accounts for objectively justified and duly substantiated reasons relating to unauthorised or fraudulent access to or initiation of a Payment Transaction. In these cases, the Bank shall inform the Customers by e-mail or text message or by any other appropriate means about the refusal of access to their accounts and the reasons therefor. The above update shall be made, if possible, before the refusal of access, or at the latest immediately thereafter, unless such update conflicts with objectively justified security reasons or is prohibited by applicable EU or national law. If the reasons for refusal cease to exist, the Bank shall again grant access to the payment account.

Personal PIN Code, the use of which is necessary for the execution of transactions at ATMs and Card Payment Machines, subject to term 6.4.

**6.1.6** The PIN is strictly personal, is generated automatically in fully secure conditions and cannot be reproduced. Individual Customers or Holders may change the PIN at any Bank ATM in accordance with the instructions displayed on the screen. In the event of non-receipt of the PIN within ten (10) days of receiving the Card, the Customers or Holders must notify the Bank in order to be granted a new PIN. This condition shall apply mutatis mutandis in case of reissue of the PIN in accordance with term 6.2.9.

### **6.2 Card / PIN Storage**

**6.2.1** The Card is a payment instrument and for this reason individual Customers or Holders are obliged to keep it in good condition, to ensure its effective safekeeping, to check daily that it is in their possession and to use it in accordance with the terms hereof and of the Special Terms that may apply.

**6.2.2** The use of the PIN in conjunction with the Card constitutes the consent of the Customer and/or Holder for the execution of the relevant payments and produces the same results as the handwritten signature of the individual Customer or, depending on the case, of the Holder. Individual Customers or Holders are obliged to memorize the PIN, destroy the Bank's document or delete the Bank's text message with which this was sent to them and not record it in any recognizable form on

the Card or on any other medium or object which they keep or carry together with it. Including the PIN in any readable form constitutes gross negligence on the part of the individual Customers or Holders.

**6.2.3** Any loss, theft, misappropriation or unauthorized use of the Card or suspected compromise of the PIN must be notified directly and without delay by the Customer and/or Holder to the Bank by calling +30 210 326 0000 or via myAlpha Web and/or any other means made available to them by the Bank for this purpose. To safeguard both parties, such notification shall be recorded on a magnetic or other appropriate means.

**6.2.4** Customers who are Consumers are liable up to a maximum amount of fifty (50) euros for damages related to the conduct of unauthorized Payment Transactions by a third party using a lost or stolen or misappropriated Card or leaked PIN until the notification to the Bank, as mentioned under term 6.2.3. Customers bear no responsibility where it was not possible to detect the loss, theft or misappropriation of the Card prior to the payment transaction unless they acted fraudulently or the damage was caused by acts or omissions of an officer of the Bank or entity in the context of an activity assigned by the Bank.

**6.2.5** The above limit of fifty (50) euros does not apply and Customers are liable for all damages related to any unauthorized Payment Transaction where these damages are due either to fraudulent misconduct or failure to comply with one or more of the obligations of the Customer in accordance with the terms of this Chapter and/or the Special Terms that may apply, intentionally or with gross negligence. As of the moment of the Bank's notification in accordance with term 6.2.3., Customers shall not bear any financial consequences resulting from unauthorized Payment Transactions as per above, made after the notification, unless they acted fraudulently.

If the Bank does not require a strong identification of Consumer Customers for the execution of a Payment Transaction, the latter shall be liable for any financial consequences only if they have acted fraudulently. Strong identification means the identification based on the use of two or more items relating to knowledge (an item that only the Customer is aware of), possession (an item that only the Customer holds) and some unique inherent characteristic of the Customer, which are independent from each other in that the breach of one does not compromise the reliability of the others and the process of which is designed in a way that protects the confidentiality of the identification data.

**6.2.6** Until the notification to the Bank of the loss of misappropriation or unauthorized use of the Card or suspected leakage of the PIN, Customers who are not Consumers and Holders are fully responsible for any transactions carried out by a third party and are charged with the amounts of the transactions carried out using the Card or PIN, unless the non-disclosure is due to an event of force majeure and for as long as this lasts. After the notification, they are not responsible for any use of the Card or PIN, unless they acted fraudulently, in which case they are unlimitedly responsible.

**6.2.7** Failure by Customers and Holders to comply with their obligations under terms 6.2.1. to 6.2.3. above constitutes gross negligence on their part unless due to a force majeure event and for as long as this lasts.

**6.2.8** Customers and Holders are obliged to afford the Bank all possible assistance for limiting the adverse consequences of the theft or loss or misappropriation or unauthorized use of the Card or the compromise of the PIN as per above.

**6.2.9** In any case of notification of theft or loss or misappropriation or unauthorized use of a Card and/or leakage of the PIN, the Bank, if the Customers and, if applicable, the Holders are consistent in their obligations to it, issues and sends, as appropriate, a new Card and/or a new PIN unless the Customers requests in writing the non-issuance

thereof. For the issuance of the new Card and/or the new PIN, Customers are charged with the amount stated in the Pricelist.

### **6.3 Use of the Card for business transactions**

**6.3.1** Individual Customers or Holders may use the Card to pay the price of legal transactions with businesses in Greece or abroad that accept it as a means of payment and have a Card Payment Machine either in their stores or remotely, indicatively via the internet or telephone. Individual Customers or Holders are obliged to prove their identity by any legal means, if requested to do so.

**6.3.2** Each transaction, without prejudice to remote transactions and contactless transactions, is completed either by the Individual Customer or the Holder, as the case may be, by typing the PIN in the Card Payment Machine, after which a relevant voucher and/or e-mail proof of the transaction is issued, or by signing the debit voucher or a similar document or the receipt issued by the Card Payment Machine. With the above typing in or signature, Customers or, if applicable, Holders as representatives of Customer legal entities, irrevocably authorize the Bank to pay the business by debiting the Main Account of term 7.1.1., in the case of a debit Card or the account linked to the credit Card.

**6.3.3** The Bank assumes no obligation towards Customers and Holders for any breach of performance or improper fulfillment of the obligations of the businesses, nor for any contractual or non-contractual loss, without prejudice to any contrary special legislation. Customers and Holders are not entitled to raise any objection or claim regarding this against the Bank, unless otherwise provided by law. If the Business issues a credit voucher to the Customer or Holder for any reason, the Bank shall only credit the account of term 6.3.2. with an equal amount when the above voucher is presented to the Bank.

**6.3.4** In the event that Customers choose the use of the Card remotely in the context of an electronic, telephone or postal order in Greece or abroad, they shall assume exclusive responsibility and risk for this. Specifically for transactions over the Internet, Customers and Holders are obliged to comply with the security rules for transactions on the Internet, which will be notified to them by the Bank either in writing or by any other Durable Medium or by the businesses with which they deal on their website.

### **6.4 Contactless transactions**

**6.4.1** If the Card features NFC (Near-field communication) technology, it can be used for conducting contactless transactions, provided that the Card Payment Machine used by the company in which the transaction is carried out supports this technology (EFT/POS contactless reader). Contactless transactions may be carried out on such Card Payment Machines also without the physical presence of the Card, through a special application of the Bank installed on a mobile phone device that features the above technology in accordance with the procedure and the Special Terms governing the relevant service or with another device that the Bank may make available to Customers.

**6.4.2** The authorization to the Bank to complete a contactless transaction is granted and the transaction is completed by approaching the body of the Card or phone, as the case may be, to the EFT/POS contactless reader and by then entering the PIN, after which and if the transaction is approved, the relevant debit voucher is issued, which is delivered to the individual Customer or the Holder.

**6.4.3** To ensure transaction security, contactless transactions may be carried out without the use of the PIN, provided that their amount does not exceed the limit set by the Bank for this purpose. In these cases, the approval and acceptance of the Customers or the Holders, as the case may be, for the execution of the transaction and the authorization to the Bank to pay to the business the amount is only granted by approaching the body of the card or the phone, as the case may be, to the EFT/POS

contactless reader, after which and if the transaction is approved, the relevant debit voucher is issued. The above limit, as in force when the Card is issued, is stated in its Special Terms and the Bank may increase, reduce or even reset it based on this business policy and/or the International Card Organizations or for security reasons or in the event of any behavior by Customers or Holders in breach of the agreement. Any change to this limit is communicated to Customers and/or Holders through the Card's clearance statement or by any other appropriate means. If the Card is used abroad, the limit of contactless transactions may differ, and Customers or Holders, as the case may be, have the responsibility to be informed of this.

## **6.5 Use of the Card abroad - Foreign currency transactions**

**6.5.1** The Card is valid internationally and can be used for transactions abroad as per terms 6.3. and 6.4., in accordance with any decisions of the competent Authorities, the relevant announcements of the Bank and the possibilities provided in the country where the transaction takes place. In the case of a foreign currency transaction, its value is converted into euros by the international body holding the Card's trademark (such as VISA, MasterCard, American Express, Diners) on the basis of the reference rate applied by that body on the day and time of settlement of the transaction. The amount of the payment may be charged with the costs charged by the above bodies for foreign exchange conversion transactions abroad.

**6.5.2** Customers can be informed of the applicable exchange rates of the currencies used by the above international operators through their

websites, featuring the electronic conversion mechanism they use. These websites are made available to Customers through links on the Bank's website ([www.alpha.gr](http://www.alpha.gr)). Bearing in mind that exchange rates change constantly, the time difference between a foreign exchange transaction and its clearing may lead to a different amount being charged.

**6.5.3** The price of the transactions and the currency in which they were made appear in the periodic update that Customers receive in accordance with term 4.9. in the case of debit cards or, in the case of credit cards, in the periodic update that they receive in accordance with the card's Special Terms.

## **6.6 Annual subscription - Charges**

Customers shall pay to the Bank an annual subscription fee, due from the issuance and use of the Card and its subsequent renewal, in accordance with the provisions of the Pricelist. The amount of the annual subscription is set out in the Pricelist. The Bank reserves the right, considering the conditions of the market and competition and, in case of charge adjustments, of the international organizations of term 6.5.1., to change the subscription fee. The new subscription fee amount shall be notified to Customers with the periodic update, as the case may be, and shall take effect immediately following the above notification or at any other later date specified unless the Customer is a Consumer, in which case it shall take effect within sixty (60) days from the notification. Customers have the right not to accept the change and to terminate the Card granting and use agreement, without charge up to the effective date of the change.

## **7. SPECIAL TERMS FOR DEBIT CARDS AS A MEANS OF PAYMENT**

### **7.1 Connecting the Card to an account - Transaction limit**

**7.1.1** The use of the debit Card requires its connection with at least one deposit account held by the Customer with the Bank, the number of which is stated in the application for the issue of the Card. If the Card is connected with more than one account, with the same above application, Customers designate one of them as the Main Account. Connecting the Card with other deposit accounts in addition to or in replacement of those already connected, is possible at any time at the Customer's request.

**7.1.2** The Card can be used in conjunction with the PIN:

- a) to pay the transaction price to businesses as provided for in terms 6.3. to 6.5. exclusively by debiting the Main Account,
- b) to carry out transactions at ATMs of the Bank's network on any deposit account linked to it under term 7.1.1.,
- c) to carry out transaction through the ATMs of other banks only on the Main Account.

**7.1.3** The transactions available through the ATMs of the Bank and other banks and the relevant instructions appear on their screens.

**7.1.4** To safeguard the security of Customers and transactions, the Bank may set a maximum daily monetary limit either in total for all transactions or per category of transactions, which it notifies in writing or by any other Durable Medium to Customers, who, if they are legal entities, are obliged to notify the Holder. These limits may be increased or reduced by the Bank for security reasons and/or due to the Customer's or Holder's behavior in breach of the agreement, notifying its decision to the Customer in writing or by any other Durable Medium or any other suitable means including, when concerning a general security measure, relevant announcements on its website. The use of the Card may be also subject to other quantitative or other types of limits applied on the network it is used (such as the network of DIAS S.A.).

**7.1.5** The payment of the transaction price to businesses and transactions through ATMs require a sufficient available balance in the relevant account, that its use has not been suspended or prohibited for any reason and that the amount of the withdrawal or transaction does not exceed the daily transaction limit set by the Bank.

**7.1.6** Provided they are made through an ATM of the Bank's network, cash withdrawals with the Card can be made in accordance with the options provided on the ATM screens at no cost. In case of withdrawal from another Bank's ATM, Customers are charged with the applicable cost for the interbank transaction, the amount of which is indicated in the Pricelist.

**7.1.7** Cash deposits may be made only in banknotes following the instructions on the screens of ATMs and Automatic Cash Transaction Centers of the Bank's network in any deposit account connected to the Card at the choice of the Customer. The funds deposited are counted, either automatically, or by authorized Bank employees before being credited to the account. If the amount entered by the Customers in the ATM is the same as the amount counted, the account is credited with this amount. If there is a difference, the amount credited is the one that was counted and Customers are notified by letter or any other appropriate means. If the deposit takes place until the Daily Cut-off Time, the deposit account is credited with the amount of the deposit on the same day; otherwise, it is credited on the following Business Day. If the Customer is a Consumer, the amount is made available on the day credited to the Customer's account and with the same Value Date. Otherwise, it is credited with a Value Date on the following day unless otherwise specified in the Pricelist.

**7.1.8** The details of each card transaction at an ATM are recorded in the Bank's computer systems, are shown in the receipt issued by the ATM, at the Customer's choice, and constitute full proof of the transaction, allowing for evidence in rebuttal.

### **7.2 Special information on Card use**

**7.2.1** In addition to the periodic mandatory legal information on all transactions in their deposit accounts linked to the Card, on a monthly basis Customers may receive special information on their transactions using their Card at businesses and ATMs of other banks outside the DIAS network, which is made available electronically through the Alternative Networks Alpha Web Banking and Alpha Mobile Banking or

by any other means that the Bank may make available to them for this purpose. This additional special notification is an additional service that the Bank is entitled at any time to interrupt or impose a charge for, always notifying the Customers accordingly.

**7.2.2** In addition, Customers may be informed of any transaction made using their Cards immediately after such is made, by text message or e-mail through the "Alpha alerts" service, which is provided upon request in accordance with its Special Terms, at the cost stated in the Pricelist.

### **7.3 Validity period**

**7.3.1** Each Card is valid until the end of the year and the month printed on its front side. Use of the Card after the expiry of its validity or after the termination of the contract for its issuance is prohibited. Upon expiry of its validity, the Bank shall send Customers a new Card unless the Customers notify the Bank in writing at least two (2) months in advance that they do not wish its renewal. The Bank may opt not to renew the Card, without notice to the Customers, if it has not been used for a period of more than twelve (12) months. Each new Card is a continuation of the previous one and is governed by the same terms.

Customers are obliged to notify the Bank, without undue delay, if they do not receive the new Card sent to them by the expiry date of the old one.

**7.3.2** The Bank may at any time suspend, in whole or in part, the possibility of making transactions using the Card for objectively justified reasons related to the security of the Card and/or the suspicion of its unauthorized or fraudulent use, informing the Customers in writing or by any other Durable Medium before the suspension if possible, or at the latest immediately after, unless the notification is contrary to objectively justified security reasons or is prohibited by other legislative provisions. In such cases, the Bank shall not be liable to the Customers or Holders,

## **8. ALTERNATIVE NETWORK TRANSACTIONS**

### **8.1 Registration process - access**

**8.1.1.** The terms of this Chapter govern the use of Alternative Networks, which Customers accept by registering for this service. If certain of the services offered through the Alternative Networks are subject to Special Terms, the Bank shall post them on its website. Use of these services by Customers implies the acceptance of the relevant posted Special Terms.

**8.1.2.** The registration of Customers with the Alternative Networks is made by application submitted to the Branches or remotely, in any manner made available to them by the Bank. The Bank reserves the right to reject the application in the event that the information provided by Customers is not accurate or sufficient or if for any reason it cannot be verified and confirmed, as well as in any case of non-compliance with their obligations towards the Bank or illegal behavior.

**8.1.3.** After processing the registration application and in case of acceptance, Customers receive a User Personal Code ("User Name" or "Subscriber Code") at a Bank Branch or in another secure manner. In addition, the Bank sends Customers by electronic means or by a Durable Medium a second User Personal Code ("Password" or "Secret Code"). In the case of remote registration, the Subscriber Code and the Secret Code are Customer-defined.

**8.1.4.** The Bank's website notifies Customers about the transactions and services currently supported by the Alternative Networks. Similarly, the Bank announces on its website any cancellation of the possibility to carry out a transaction or use a service through the Alternative Networks.

**8.1.5.** The Pricelist sets out the Customers' charge for accessing and using the Alternative Networks.

### **8.2 Execution of transactions**

**8.2.1** The User Personal Codes referred to in term 8.1.3. allow Customers access to the Alternative Networks and, by extension, to the services supported by them. Their combined application identifies

as the case may be, for such damage due to any of these reasons suffered by the latter from the suspension of the capacity to use the Card.

**7.3.3** The Bank removes the suspension of the use of the Card or issues new ones when the reasons that imposed the suspension cease to exist, provided that the Customers are completely diligent in their transactions with the Bank.

### **7.4 Card Termination - Cancellation**

**7.4.1** Closure of all accounts linked to the Card entails the automatic termination of the Card's granting and use agreement and its cancellation. In the event that the Main Account is closed without any other than those connected to the Card being designated as Main Account, the Card may only be used for cash withdrawals from the Bank's ATMs from the other accounts to which it is linked.

**7.4.2** Customers are entitled to terminate the Card agreement at any time by a document addressed to the Bank, in which case the Card is cancelled and any subsequent use thereof is prohibited.

**7.4.3** The Bank may terminate the Card agreement at any time and cancel the Card, notifying the Customer in writing of this at least two months in advance. By way of exception, the Bank is entitled to terminate the Card agreement with immediate effect, in case of:

- a) breach by the Customer or Holder of any of the terms hereof and any Special Terms, all of which are deemed to be material;
- b) violation by the Customer or Holder of the applicable legislation regarding the Card, and/or the keeping of the related deposit accounts and/or the transactions carried out using it
- c) inaccuracy of any statement by the Customer or Holder to the Bank regarding the Card or the application for its issuance
- d) limitation of the legal capacity of the Customer or Holder.

Customers, personalizes them and produces the same legal effects as those of their handwritten signature. Customers accept that any transaction executed using the Alternative Networks after accessing them using the above User Personal Codes and, if applicable, the additional one-time authorization code referred to in term 8.2.3., is considered by the Bank as originating and approved by them, subject to term 8.2.6.

**8.2.2** The Bank is entitled to determine the type of transactions, the amount thereof, and the hours and days on which Customers may carry out transactions through its systems.

**8.2.3** For the execution of payment transactions, such as credit transfers, as well as for the addition or modification of Customer account details, the Bank may require, for reasons of additional security and as an extra Customer identification feature, the entry of an additional one-time authorization code, which is either sent to Customers by text message or is generated by a special device provided by the Bank or by a special application of the Bank installed on a mobile device (smartphone or tablet) of the Customer. In addition to the above, the Bank may apply any appropriate additional identification procedure, upon notifying Customers by any suitable means. The provision to Customers of the possibility to execute Payment Transactions, such as credit transfers or remittances, through the Alternative Networks is subject to the current legislative and regulatory framework on the fight against money laundering and terrorist financing.

**8.2.4** Customers are obliged to check the accuracy and completeness of the orders and information they provide to the Bank and acknowledge that any faults presented up to their receipt by the Bank belong to the Customers' sphere of influence and do not create any liability of the Bank to restore any losses thereof.

**8.2.5** Customers must memorize the User Personal Codes and not disclose them to any third party, nor allow any third party to access these

and not to make notes thereof in any way that may be associated to themselves or among them or to the Alternative Networks. The Bank has the right to apply any additional procedure to ensure the safe identification of Customers.

**8.2.6** If a User Personal Code leakage or loss of the device used for access is suspected, Customers are required to change their User Personal Codes and notify the Bank, without undue delay and by any suitable means. In the event of loss of the means for generating one-time authentication codes under term 8.2.3., Customers may electronically submit a new request to the Bank for the dispatch of a new device. Customers are fully liable of any damage in relation to transactions made using their User Personal Codes. As of the time of receipt of said notification by the Bank, as per the above regarding a User Personal Code leakage or loss of the means for generating one-time authentication codes, Consumer Customers do not bear any financial consequences from such transactions made after the notification and the provisions of term 6.2 apply *mutatis mutandis*.

**8.2.7** Customers are informed that, for security and proof of transaction purposes, their telephone conversations and orders made using Alpha Phone Banking are recorded by the Bank. If they continue the conversation, it is deemed that Customers accept the recording.

**8.2.8** The Bank shall bear no liability for the equipment, software and internet connection that Customers are required to have in order to access the Alternative Networks. Customers acknowledge that the use of the internet and telephone network for carrying out transactions, due to their nature, entails risks such as the risk of malicious alteration or interception of the content of the communication and data transmitted using said network, and hereby declare that they accept and assume these risks as an inherent element of these transactions.

**8.2.9** Customers are obliged to be continuously updated on the security information and recommendations provided through the Bank's website, to diligently observe them and accept that any inappropriate application of the Bank's proposed security instructions by them may lead to a confidentiality breach regarding the information concerning them, as well as to the conduct of transactions by unauthorized third parties.

**8.2.10** The Bank shall communicate any information or transaction that is explicitly subject to special non-liability terms (disclaimers) or to special terms, at a prominent place on Alpha Web Banking. Use of such information or the conduct of these transactions by Customers implies the acceptance of these clauses and/or terms.

**8.2.11** The access to Alternative Networks and the details of each transaction carried out using said networks are recorded in the Bank's

computer systems. Customers accept that these records constitute full proof of the data they include, allowing for evidence in rebuttal.

**8.2.12** The Bank reserves the right, at any time, to suspend the operation of the Alternative Networks for reasons of security or maintenance or updating of their technological infrastructure and software. Moreover, it may suspend the Customers' access to the Alternative Networks, upon suspicion of their unauthorized or fraudulent use as well as when the Customers' behavior towards the Bank is in breach of the agreement or in case of their illegal activity, by notifying Customers by any suitable means, either before the suspension or, when this is not possible, immediately thereafter, unless informing the Customers is contrary to objective security reasons or is prohibited by law. The Bank removes the suspension when the reasons imposing it have been eliminated.

### **8.3 Obligations and liability of the Bank**

**8.3.1** The Bank takes the measures required under good business practice to ensure a high level of security and protection of its systems and Alternative Networks from any malicious attack (hacking) or malware. Although the Bank upgrades its security systems and has security software in place, it cannot eliminate the possibility of a malware attack and bears no liability in case of damage to the Customer's equipment, software, files or other damage caused by a virus or malware.

**8.3.2** The Bank takes all reasonable measures to ensure the secure access of Customers to the Alternative Networks and to limit any cases of their illegal use and shall not be liable for any third-party access to the transmitted information, except in cases where it is at fault.

**8.3.3** The Bank shall not be liable for any damage suffered by the Customer in case of malfunction of the Alternative Networks for reasons attributed or related to the operation of the Internet or telecommunications and generally due to reasons beyond the Bank's control, such as the failure or malfunction of the telecommunications network or the interruption of electricity supply.

### **8.4 Termination**

The agreement for the use of the Alternative Networks, which is concluded upon the registration of the Customer in said networks, is of indefinite duration and may be terminated at any time either by the Bank or by the Customer. The Customer's liability remains intact for any transaction made, until the receipt of the relevant notice by the person to whom it is addressed.

## **9. CHEQUES**

**9.1** The Bank allows Customers to dispose of the funds in their current account held with the Bank through cheques. The Bank may, at its own discretion, for objective reasons or for reasons relating to the Customers, refuse to issue them with a chequebook or to seek the return of any chequebooks that have already been granted. The Bank is not obliged to justify its decision pursuant to above. The Customer's signature for the receipt of the chequebook is proof that the Customer has verified the chequebook's completeness.

**9.2** For reasons of transaction security, the use by Customers of cheque forms that have not been issued by the Bank is prohibited and in any case such cheques do not oblige the Bank to do anything. The Bank may exceptionally, under Special Terms, provide Customers carrying out a commercial or business activity or a similar activity, the possibility of printing the forms of the cheques they will use, in which case Customers are obliged to adhere strictly to the terms of the relevant contract and the relevant specifications (paper quality, font, etc.) set by the Bank.

**9.3** Without prejudice to terms 9.2. and 9.9., the Bank is obliged to pay the cheques presented for this purpose to the formally legalized last bearer only if they bear the necessary legal formalities and in addition cumulatively:

- a) the continuity of endorsements of cheques is regular,
- b) the Customer's account from which the cheques are drawn has sufficient available funds and its use has not been suspended or prohibited for any reason,
- c) the cheque forms are drawn from the books issued by the Bank to the Customer,
- d) the issuer's signature does not differ significantly from the sample kept in the Bank's records; and
- e) the Bank has not received, after the expiry of the lawful deadline for their presentation for payment, a written revocation by the Customer.

Cheques that meet the above requirements are payable upon their presentation at the Bank for payment, even if they are dated later. Customer accounts are debited with the cheque amount with a Value Date on which the amount of the cheque was made available to the

bearer - payee. In the event that a bank purchases the cheque through the Interbank Electronic Cheque Clearing System (DISSE), Customer accounts are debited with the amount of the cheque on the Business Day following the date of purchase, with a Value Date on the day of its purchase, while in the corresponding case of the transfer of a cheque through the Clearing House of the Bank of Greece, Customer accounts are debited with the amount of the cheque on the Business Day of the cheque's receipt with a Value Date on the previous Business Day.

**9.4** Cheques presented for payment to the Bank, which are drawn from accounts held with other banks, may not be sealed due to the time of their appearance/submission to the Bank, within the lawful deadline in accordance with the operating rules of the Interbank Electronic Clearing System of DIAS or the existing Clearing House. If Customers choose not to present the cheque to the paying bank, but directly to the Bank, they accept and assume the above risk in full and exclusively, with the result that any non-sealing, in accordance with the above, of the cheque may not give rise to any liability or claim against the Bank.

**9.5** If at the presentation of a cheque for payment there are no sufficient funds available for its repayment in the account from which it is drawn, as long as the lawful deadline for its sealing has not expired, the Bank certifies on the cheque body its non-payment and the reason for this and proceeds in accordance with the applicable regulatory framework to make a relevant announcement to TIRESIAS SA. (2, Alamanas Street, 151 25 Marousi or 10, Massalias Street and Solonos Street 106 80, tel. 210 367 6700). Customers will be charged with the costs for the processing of bounced cheques issued, including, but not limited to, checking Customer accounts for available funds, informing them in order to cover the cheques, sealing and announcing them to TIRESIAS SA, as these costs are listed on the Pricelist.

In the event of bounced cheques, the Bank is entitled to require Customers to immediately return any cheques they continue to hold as well as to close the Customer accounts from which the cheques have been drawn.

**9.6** When a cheque is presented to the Bank for payment after the lawful deadline for its sealing, the Bank is obliged to repay it if sufficient funds are available in the account for its repayment, unless the Customer has revoked it in the meantime.

**9.7** If the funds available in the account are not sufficient for the payment of a cheque presented for payment, the Bank is not obliged to pay it in part, unless there is a special instruction for this purpose by the Customer, in accordance with the terms of article 34 of Law 5960/1933 "On cheques", as in force. In the event that more than one cheque and/or payment orders appear on the same day and the funds available in the account are not sufficient for the payment of all nor can the Bank easily ascertain which transaction takes precedence, the Bank has the right to

pay, at its discretion, any of them regardless of the date of issue or the order of their appearance.

**9.8** The Bank shall not be obliged to pay a cheque if, in its reasonable opinion, the continuity of any endorsements is not regular or the issuer's signature appears significantly different from the signature sample it keeps in its records. In such cases, if requested by the bearer of the cheque, the Bank may note on the body of the cheque the non-payment of the cheque due to an "irregular series of endorsements" or "irregular issuance" respectively. The Bank's responsibility for checking the issuer's signature is limited to comparing its overall appearance on the body of the cheque with the sample kept in its records for the purpose of establishing easily ascertained deviations.

**9.9** If made within the lawful deadline for its sealing, withdrawal of the cheque by issuing Customers does not oblige the Bank and it is at its discretion to pay the cheque or not to pay and seal it, if the relevant conditions are met.

**9.10** Customers acknowledge the importance of the cheque forms and the risk that their loss entails for them and undertake to exercise special care in their safekeeping and their regular and frequent checking and exclusively assume any responsibility for any damage suffered by the Bank or any third party from the payment or non-payment and sealing of cheques that are not in their possession for any reason.

**9.11** If for any reason a chequebook or any cheque form is lost, Customers must immediately notify by any means as well as in writing the Branch at which they keep the account for which the lost chequebook was issued, having until then sole responsibility for any damage suffered by the Bank, themselves or a third party. Before receiving such notice, the Bank shall not be liable for any payment of a lost cheque.

**9.12** Where there is a system for the electronic exchange of information between banks for the clearing of cheques (such as the DISSE), the Bank cannot check the authenticity of the issuer's signature. Customers declare that they assume the risk of authenticity of their signature or, in the case of a legal entity, of their legal representatives, release the Bank from any liability for any damage due to falsification or falsity of the cheque's details and acknowledge that the payment of the cheque by the Bank is valid, strong and binds them, expressly waiving any relevant claim against the Bank.

**9.13** In case of closure of the account for any reason, Customers are no longer entitled to issue cheques from it and are obliged to immediately return to the Bank all unused blank cheques that may be in their possession. Any cheques that appear after the closing of the account are sealed with the indication "no sufficient funds available" and are notified to TIRESIAS SA, as stated above.

## **10. SAFEKEEPING AND ADMINISTRATION OF FINANCIAL INSTRUMENTS**

**10.1** During the safekeeping and administration by the Bank of Financial Instruments and funds belonging to the Customer, the Bank:

- a) keeps such records and accounts as are necessary to enable it at any time and without delay to distinguish assets held on account of a Customer from assets held on account of any other Customer as well as from its own assets,
- b) maintains Customer records and accounts in a way that ensures their accuracy, and in particular their correspondence to the Financial Instruments and funds held on his behalf,
- c) periodically reviews, at regular intervals, the correspondence between the accounts and records it keeps and records of any third parties holding relevant Customer assets,
- d) takes the necessary measures to ensure that Customers' Financial Instruments deposited with a third party can be separated from the Financial Instruments belonging to the Bank and the financial

instruments belonging to that third party, by using accounts with different names in the books of the third party or by other equivalent measures, which achieve the same level of protection

e) takes the necessary steps to ensure that Customer funds deposited by the Bank on his behalf in a central bank, another credit institution or a bank authorized in a third, non-EEA, country or a qualifying money market fund are held in accounts identified separately from any accounts used to hold funds belonging to the Bank,

f) introduces adequate organizational arrangements to minimize the risk of the loss or diminution of Customers' Financial Instruments, or of rights in connection with those, as a result of misuse, fraud, poor administration, inadequate record-keeping or negligence.

**10.2** The Bank may deposit Financial Instruments held on behalf of a Customer into an account or accounts opened with a third party, acting with the required care and diligence in the selection, appointment and



periodic review of the third party and the arrangements for the possession and safekeeping of the Financial Instruments.

**10.3** The Bank deposits the Customers' Financial Instruments with a third party established in a non-EEA country only if the third party is subject to a regulatory framework and supervision in that country as regards the holding and safekeeping of Financial Instruments.

**10.4** If provided for by the legislation governing the Financial Instrument held on the Customers' behalf, it may be held in an account in the name of two or more individuals jointly, which shall be considered as a joint revocable account and shall be governed by Law No. 5638/1932 in conjunction with any specific provisions governing the Financial

## **11. OTHER ISSUES**

### **11.1 Amendments**

**11.1.1** Subject to term 11.1.2., the Bank reserves the right to modify the terms hereof in the event of special and serious grounds after personally notifying the Customer beforehand, in writing or using any other Durable Medium or in any other appropriate manner, at its discretion. Such notification is made at least one (1) month prior to the entry into force of the new provisions. Taking into account the indefinite duration of this agreement, the concept of serious grounds includes in particular adjusting to changes in conditions in the financial market, fluctuations in inflation and operating costs and each risk assumed by the Bank.

**11.1.2** The amendment of the terms hereof relating to payment services, including the relevant terms of deposits and Cards is made at any time, in accordance with the special relevant legislation, following the Customer's personal information in the above ways at least two (2) months before the proposed effective date of the amendment, except for the exchange rate amendments based on reference exchange rates, which are directly applicable.

**11.1.3** In both cases of the terms 11.1.1. and 11.1.2. Customers are entitled not to accept the amendment and to terminate the present and in general their transactional relationship with the Bank immediately and without any charge until the date of entry into force of the amendments, in application of term 11.4.4. The expiry of the above period without action implies acceptance of the adjustment on behalf of the Customer.

**11.1.4** The adjustment of fees, commissions and costs included in the Pricelist does not constitute an amendment hereof. Customers assign the Bank to adjust the above at its fair discretion. Similarly, changes effected in the context of modernization, upgrading or integration of the Bank's IT systems, such as changes of technical and/or procedural nature or system operation information, methods and parameters of the Bank, including the Alternative Networks, such as security and Customer identification methods etc., do not constitute an amendment hereof. The above indicative changes are binding for the Customers as of their notification in writing, or with a relevant post on the Bank's website through the Alternative Networks or in any other appropriate manner at the Bank's discretion.

### **11.2 Expenses - Taxes - Fees - Contributions**

Customers shall incur all expenses, taxes, fees, contributions to the Greek State or third parties or withholdings of any manner which may be imposed, certified or collected by any tax or other authority regarding their transactions with the Bank, whether applicable today or to be imposed in the future. In addition, in the event of non-fulfillment or improper fulfillment of their obligations towards the Bank, Customers shall be charged with any default interest and legal costs, service costs, enforcement costs etc. Customers accept that the Bank may withhold from amounts payable to Customers or may charge the Customers' accounts with any amount corresponding to taxes or withholdings (e.g. for income tax, VAT, etc.) and pay them to the competent Authority on time, in accordance with the applicable legislative framework.

Instrument. Each of the joint holders may make use of the Financial Instrument without any action by the others and without quantitative restrictions. Exceptionally, the establishment of a pledge and the assignment of claims from the joint account require the action of all joint holders. If one of the joint holders is placed in any form of judicial guardianship the joint account contract shall continue to apply as it stands to all, on the same terms. In the event of the death of any of the joint holders, the Financial Instrument and the account in which it is held automatically devolve upon the remaining surviving joint holders, to the last thereof. As to the rest, the above terms regarding a joint account, subject to term 4, shall apply mutatis mutandis.

### **11.3 Recording of phone conversations**

The Bank is entitled to record phone conversations with Customers for reasons of transaction security and Customer security, upon notifying them in advance of this and receiving their consent for this purpose where required by law.

### **11.4 Term - Termination**

**11.4.1** This Cooperation Framework is of indefinite duration.

**11.4.2** Customers are entitled to terminate at any time, free of charge, the present and in general their transactional relationship with the Bank by written notice, which shall produce legal effects one (1) month after its notification to the Bank.

**11.4.3** The Bank is entitled to terminate the present at any time by written notice, which shall produce legal effects two (2) months after its notification to the Customer or without compliance with the aforementioned deadline in the event of breach of provisions of law or the Customer's contractual obligations towards the Bank.

**11.4.4** The aforementioned termination entails closing all of the Customer's accounts held at the Bank and the termination of all Customer agreements with the Bank, according to the terms and the consequences stated in each one of them.

### **11.5 Exercise of rights - Interpretation**

**11.5.1** The Bank's failure to exercise any right arising directly or indirectly from this Agreement may not be construed or interpreted as a waiver or compromise of said right.

**11.5.2** The terms hereof constitute a single set and are interpreted in accordance with good faith and business practice in banking transactions. The titles are set for the purpose of convenience.

### **11.6 Invalidity of terms**

Any partial or total invalidity of any term hereof shall not impair the validity of the other terms.

### **11.7 Force majeure**

The Bank is not responsible for damages caused to the Customer or any third party by events of force majeure, accidents or in general by reasons not subject to its control.

### **11.8 Applicable Law - Jurisdiction**

**11.8.1** The terms hereof are governed by Greek law.

**11.8.2** For any dispute related to the present agreement, the Courts of Athens have concurrent jurisdiction with the other Courts, as the case may be, under the law.

### **11.9 Competent Supervisory Authorities - Dispute resolution**

**11.9.1** The competent authority for ensuring and monitoring the Bank's effective compliance with the terms hereof is the Bank of Greece [21 El. Venizelou Street (former Panepistimiou), 102 50 Athens, www.

bankofgreece.gr) regarding issues of transparency of transactions and the General Secretariat of Commerce and Consumer Protection of the Ministry of Economy and Development (Kaningos Square 101 81 Athens, www.efpolis.gr) regarding issues of Customer protection as a Consumer, including issues related to payment service.

**11.9.2** To file a complaint regarding the payment service, Customers may address:

- writing to a Branch of the Bank,
- by calling 210 326 0000
- electronically, the Bank's website www.alpha.gr.

The Bank shall make every possible effort to respond to the Customer in writing or using any other Durable Medium within a reasonable period of time and no later than fifteen (15) Business Days from the receipt of the notice of termination. If, exceptionally, the response cannot be given within this period, due to reasons not attributable to the Bank, the latter is obliged to send to the Customer an interim response stating the reasons for the delay and specifying the deadline within which the Customer will receive the final response, which shall not exceed thirty-five (35) Business Days from the receipt of the notice of termination.

**11.9.3** Consumer Customers have the right to submit complaints to the General Secretariat of Commerce and Consumer Protection of the Ministry of Economy and Development in relation to any breaches by the Bank of the terms hereof.

**11.9.4** The competent Authorities and Alternative Consumer Dispute Resolution bodies for the submission of complaints by Consumer Customers in relation to any breaches by the Bank of the terms hereof are the Consumers' Ombudsman, the Hellenic Ombudsman for Banking-Investment Services and the Amicable Settlement Committees of Law 2251/1994. The competent Bank Customer Service department informs

the Customer about the case-by-case alternative dispute resolution procedures arising herefrom, in accordance with the applicable legislative framework, such as the Consumers' Ombudsman and the Hellenic Ombudsman for Banking-Investment Services.

#### **11.10 Offsetting - Asset freezing**

**11.10.1** Customers irrevocably authorize the Bank to charge any of their accounts held at it with any amount due to it for any reason. The Bank, to satisfy any of its claim against the Customer, including non-defaults in the event that the Customer is not a Consumer, shall have the right to both withhold and offset against any counterclaim of the Customer, even if this counterclaim originates from remittances or deposits in a different currency, without any obligation to perform any other action or statement to this effect, subject to the limitations of the law. If the Customer's counterclaim is expressed in a different currency, the conversion will be made in accordance with the exchange rate between the two currencies applicable at the offset date, as announced by the Bank.

**11.10.2** It is expressly agreed that in case of imposition of seizure in the hands of the Bank as a third party by any lender of the Customer on the balance of any Customer account, the Bank, subject to the limitations of the law, is entitled to offset against the account balance any of its claims against the Customer, even if it is not overdue or conditional, before submitting the third-party declaration.

**11.10.3** Customers consent to the Bank using, for the purpose of executing their orders in Greece or abroad, third parties, individual person or legal entity, its associates or representatives for the acts or omissions of which the Bank shall have no liability, being liable only for any fault as to their selection or as to the instructions given to them.

## **12. PROCESSING OF PERSONAL DATA**

**12.1** When starting their business relationship with the Bank, Customers are informed by a special form of the Bank about:

- a) the personal data processed by the Bank concerning them;
- b) the sources from which the Bank draws these data;
- c) the reason and the purpose of the processing of Customers' personal data;
- d) the recipients of the data;
- e) any transmission to third countries outside the European Union and the conditions under which this may take place;

f) the data retention period;

g) their rights to the protection of personal data concerning them and the manner in which they may exercise those rights; and

h) the manner in which personal data concerning them are protected.

**12.2** Customers, as long as they agree and after having been duly informed, consent to the use and processing of personal data concerning them in cases where their consent is a prerequisite for the processing of their data according to Regulation (EU) 2016/679 and related Greek legislation. They shall also be informed of their right to withdraw their consent at any time and of the consequences of exercising this right.

