

General Terms of Banking Transactions

Optima
bank

Simple. Flexible. Contemporary.

These General Terms of Banking Transactions replace their previous versions (S73.1/21 07 2020, S141.1/09 03 2023) and incorporate the Additional Terms of Credit Transfers/ Remittances (S234.1/9 10 2025).

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optimabank.gr

At a Glance

What are the GTBTs and where do they apply?

How can I register as a new Customer of the Bank and what will be required of me?

Can I sign electronically?

My Deposit Account

What should I know and pay attention to regarding cheques?

Joint Account: what applies when we are more than one account holders?

My transactions through the Bank's electronic networks, platforms or digital applications

What should I know about my Debit Card?

The Payment Services provided by the Bank and everything I should know about the execution of my orders

What notifications do I receive from the Bank and how?

When and how may my relationship with the Bank be terminated?

Other information I should know, such as: charges I must pay, the Bank's right to set off claims against me, how disputes between us are resolved, etc.

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This is a translation of the original Greek version of General Terms of Banking Transactions (S73.2 / 2-2-2026). This translation is provided for information purposes only. The original Greek version shall prevail in case of any discrepancy between the Greek version and the present translation in English.





CHAPTER A

General Provisions

1. Introduction: Optima bank and its Customers

- 1.1.  **Optima bank S.A. (“Bank”)** is a société anonyme registered with the General Commercial Registry (GCR-“Γ.Ε.ΜΗ.”) under no. 003664201000, having its registered seat in Maroussi, at 32 Aigialeias & Paradisou Street. It is supervised by the Bank of Greece, holds the operating license with no. 52/2/17.12.1999 and LEI code 2138008NSD1X1XFUK750.
- 1.2.  A **Customer** of the Bank (“**Customer**”) is any natural or legal person, association of persons or pool of assets.
- 1.3.  **Consumer:** a natural person who conducts transactions with the Bank for personal purposes, outside any professional, business, commercial or craft activity.
- 1.4.  **Microenterprise:** as defined in Law 4537/2018 (PSD2), as in force from time to time.

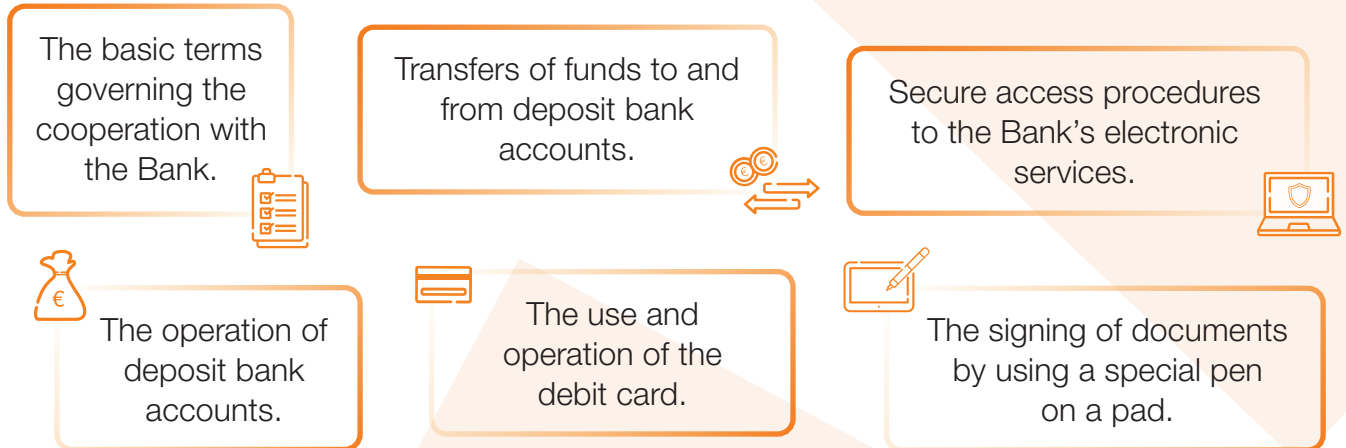
2. What are the General Terms of Banking Transactions?

- 2.1. These General Terms of Banking Transactions (“**General Terms**” or “**GTBTs**”) constitute the **framework agreement of governing the cooperation between the Bank and its Customers** for all services and products, including payment services pursuant to Law 4537/2018, as in force from time to time.
- 2.2. The following **Documents** also form part of the GTBTs:
-  The Basic Price List Commissions and Other Expenses, including the Electronic Transactions Price List (“**Price List**”).
 -  The Deposits Interest Rates Tables.
 -  The Fee Information Document.
-  All the above Documents are available at the Bank’s Branches and on the website www.optimabank.gr, where the Customer may access them.
- 2.3. The General Terms may be supplemented by any specific terms (“**Specific Terms**”) applicable to certain products and services. If there is a conflict between them, the Specific Terms shall prevail.
- 2.4. The GTBTs are drafted in the **Greek language**. Any translation into a foreign language is solely provided for the convenience of the Customer. In the event of any discrepancy between the Greek and the translated text, the Greek text shall prevail.

Where do the GTBTs apply?

- 2.5. **To all Customers of the Bank**, with special provisions for those who are not Consumers or Microenterprises. The GTBTs applicable to Consumers apply in the same manner to Microenterprises.



The General Terms regulate, among others things:



3. New Customer Registration



Customer identification

- 3.1. The registration of the Customer and the establishing of their transactional relationship with the Bank shall take place after the **verification of the Customer's identity**, based on the data required, depending on whether the Customer is a natural or legal entity.
- 3.2. Within the framework of the strong customer authentication rules applied for the protection of payment service users ("**Strong Authentication**"), the Customer shall provide the Bank at least with the following information:

-  a mobile phone number of which the Customer is a subscriber or exclusive user, and
-  an email address belonging to the Customer.

- 3.3. **Where the Customer is a legal entity**, identification data are provided by its legal representatives or authorised persons. In case of a Customer – legal entity, supporting documents proving its lawful incorporation and operation, representation and beneficial owners of the legal entity are further required. The Customer shall immediately notify the Bank of any change in the above information.

- 3.4. Identification data:

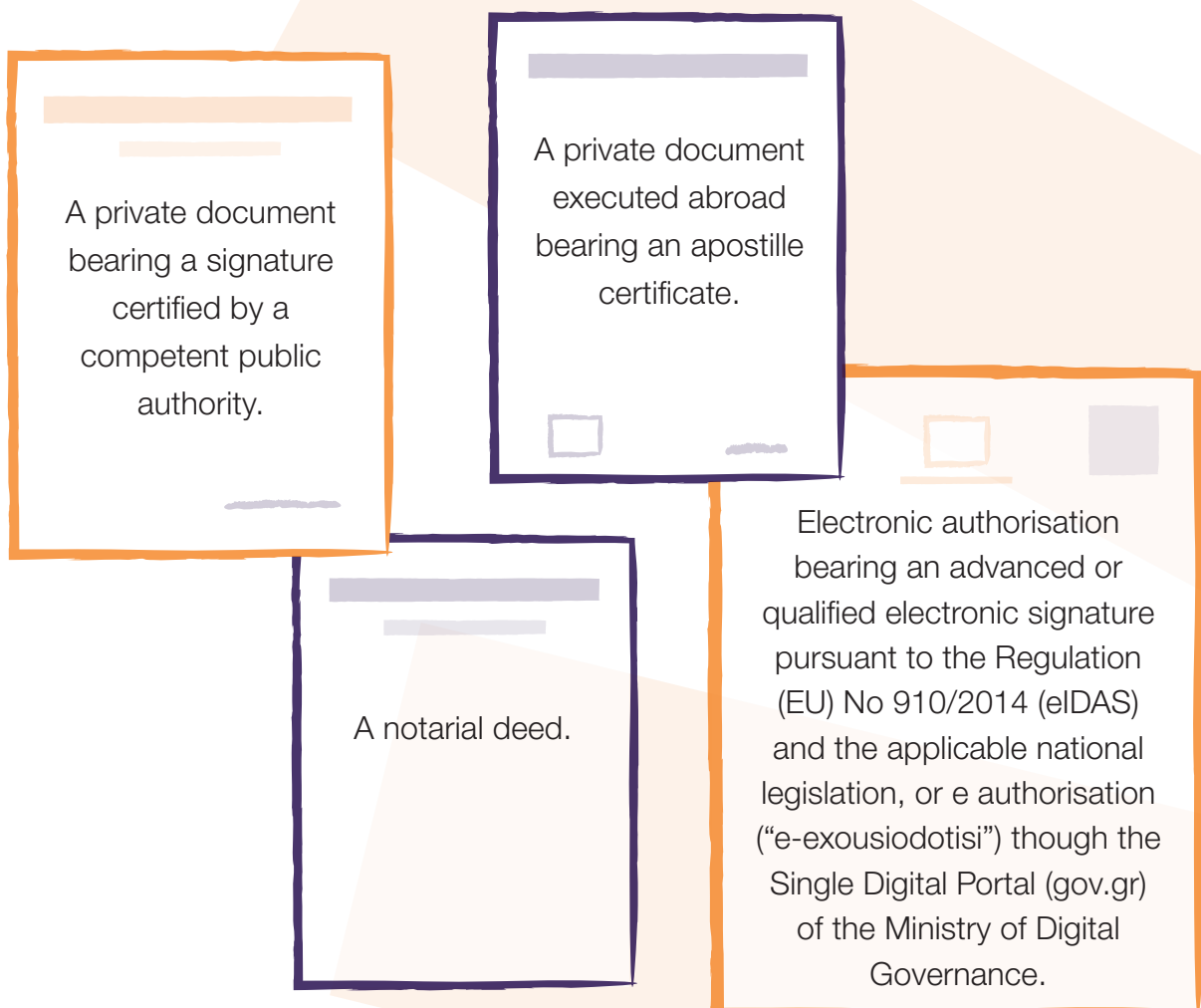
-  Must **be certified by official and reliable documents**, according to the Bank's instructions and the law.
-  **May be amended** in line with the applicable legal framework, without this being considered an amendment of the GTBTs or requiring the Customer's consent.

- 3.5. The Bank may apply remote electronic identification and identity verification procedures based on documents, data or information obtained from a reliable and independent source, in accordance with the law and applicable regulatory provisions, for the purpose of providing its services and products to persons identified in this manner.
- 3.6. The Bank may request **additional information** from the Customer, according to the legislation and/or the Bank's procedures.
- 3.7. Irrespective of the identification method, if the Bank does not receive the necessary identification data, it does not provide the banking products and services related to such data.

Granting of authorisation

- 3.8. The Customer may authorise in writing **third persons** (“**Agents**” or “**Representatives**”) to act and sign on their behalf, subject to any exceptions mentioned in the GTBTs or Specific Terms.

The authorisation may be granted indicatively by:



- 3.9. The Bank reserves the right not accept transactions by a Representative or Agent for security reasons of transactions or where the transactions are closely linked to the person of the Customer (e.g. provision of passwords of a credit or/and debit card or/and Alternative Networks).
- 3.10. The Bank may keep records of **signature specimens** and copies of identification documents of the Customer and any of their Agents or Representatives.
- 3.11. Any transaction carried out by a Representative or Agent is **valid and binding on the Customer until the Customer notifies** the Bank of the revocation or amendment of the relevant representation rights.

Customer obligations regarding the provision of data

- 3.12. The Customer shall **notify the Bank of any change** in their data and **update** them regularly, in accordance with the legislation or/and the Bank's procedures, even if such data are published in public registries or documents.
- 3.13. Upon the Bank's request, the Customer shall provide **additional** information and documents, such as professional, tax and contact details.
- 3.14. The Customer shall inform the Bank if **they are a tax resident in other countries** and provides the required information for international exchange of information (indicatively the CRS and FATCA standards, information on which are available at the Bank's website under the section "**CRS and FATCA Basic Information**").
- 3.15. If the data required for the completion of the statutory audits are not provided **within the deadline set by the Bank**, the Bank may suspend or restrict transactions until their receipt.
- 3.16. The Customer declares that the data they provide are **valid, accurate and in force**. **The Bank is not liable** for any loss incurred by the Customer because of inaccuracies or deficiencies in these data.
- 3.17. The Customer declares, under their sole responsibility, that they have full legal capacity.
- 3.18. The **Bank reserves the right to change** the methods used to verify the Customer's identity at any time and with immediate effect, without prior notice to the Customer:
- where required by law or
 - for the security of transactions or
 - for the improvement of its services.



4. Handwritten Electronic Signature / e-SIGNATURE

4.1.

The Customer may sign documents using a special pen on a pad displaying the electronic document to be signed (“**e-SIGNATURE**”).



Such documents are stored in the Bank’s digital archive and may be reproduced and printed at any time.

4.2.

The Customer may choose to sign a hard copy document instead of using the e-SIGNATURE.



Validity of the e-SIGNATURE

4.3. The Customer acknowledges that:

- The e-SIGNATURE has the same validity as a wet-ink signature.
- Electronic documents bearing the Customer’s e-SIGNATURE have the same evidentiary effects and legal consequences as corresponding wet-ink-signed documents.
- The Customer’s e-SIGNATURE on electronic documents certifies their authenticity and proves:
 - that the Customer’s declaration contained therein is made by the Customer, and
 - the Customer’s intention to be bound by the content of these documents.

4.4. Copies or extracts of the above electronic documents extracted in a form of magnetic or digital media or in printed form (printouts) from the Bank’s digital archive, constitute **conclusive proof** of their content and of the e-SIGNATURE’s origin from the Customer. The Customer reserves the right to prove the contrary, if they deem that any of the above is not applied.

CHAPTER B

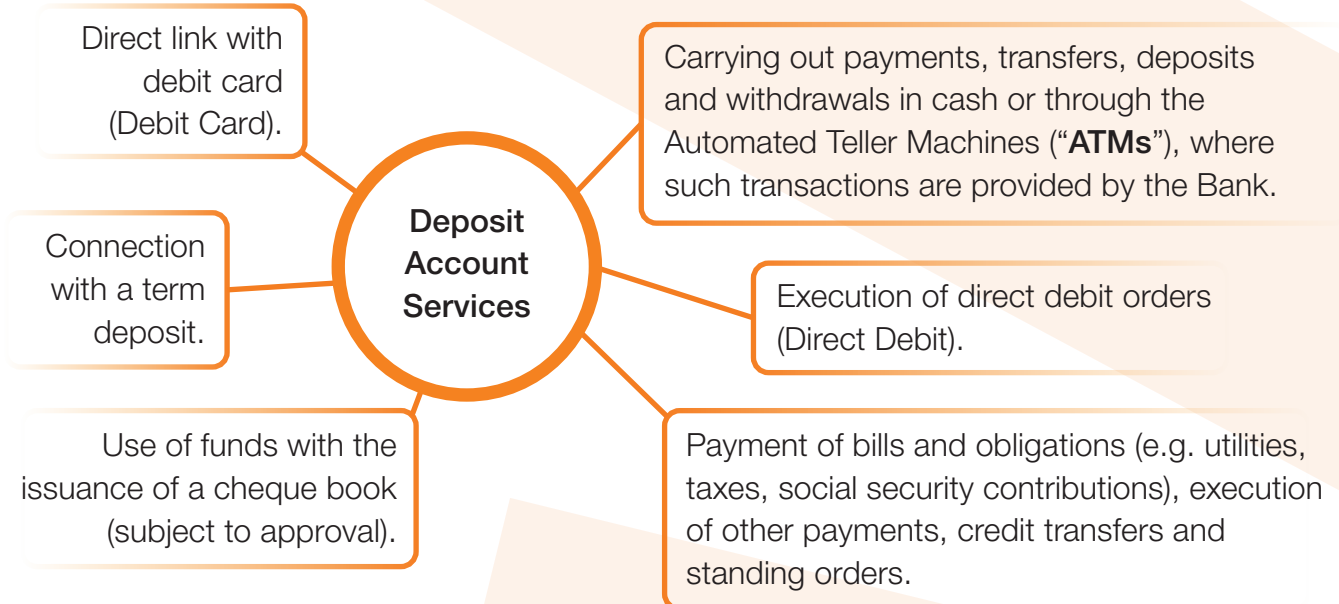
Terms of operation of Deposit Bank Accounts

1. Deposit Account

- 1.1. The Opening of a deposit account (“**Deposit Account**”) at the Bank requires the Customer to complete the registration process described in Chapter A. The completion of the registration process constitutes a binding offer by the Customer to the Bank for opening a Deposit Account.
- 1.2. For the Deposit Account agreement to be concluded, the Customer shall accept the GTBTs. The agreement is deemed concluded when the Bank creates and assigns to the Customer the IBAN – International Bank Account Number (“**IBAN**”) of the Deposit Account. The conclusion of the Deposit Account agreement and the assignment of the IBAN, as per the above, constitutes unconditional acceptance of the GTBTs by the Customer.

Deposit Account Services

- 1.3. Services provided through the Deposit Account include:



- 1.4. If the completion of a withdrawal requires a currency conversion, the Customer shall notify the Bank at least two (2) business days before the withdrawal, unless otherwise specified in the Price List. Applicable limits and amounts are notified to the Customer through the Bank’s Price List and Branches. For the above transactions, the Customer is charged a commission and any other charges listed in the Price List.

1.5. The Bank may add new products or services to the Deposit Account. For their acquisition, the Customer shall accept any Specific Terms or/and amendments to the GTBTs.

Quantitative limits

1.6. The Bank has the right to set or amend:

- the minimum deposit amount required for the opening of a Deposit Account,
- the minimum average deposit amount required for the deposits to be interest-bearing, based on the Deposit Account's average balance per month, quarter or semester,
- the withdrawal conditions and limits,
- the **overdraft** amount, if the Bank allows withdrawals exceeding the respective credit balance.

1.7. The above quantitative limits are notified to the Customer through the Price List or the Deposits Interest Rates Tables.

Inactive account

1.8. If the Customer **does not carry out an actual transaction**, meaning a charge or credit carried out by their order, for a **period longer more than one (1) year**, the Bank is entitled to classify the Deposit Account as **inactive**, even without notifying the Customer. The Bank is also entitled to close an inactive Deposit Account with zero balance on its own initiative, following a relevant notice published on its website.

1.9. Credit of the Deposit Account without the Customer's order (for example, interest credit) does not render the account active. The Deposit Account may be activated only upon the Customer's request and verification of their data.

Dormant account

1.10. If the Customer **has not carried out any actual transaction for a period of twenty (20) years**, the Deposit Account is classified as **dormant**, in accordance with applicable law, and the Customer's rights to their deposits are time-barred in favour of the Greek State. The twenty (20) year period starts on the day following the last actual transaction. Interest bearing credit on deposits does not interrupt the limitation period. The Bank informs the Customer of the classification of the Deposit Account as dormant, as provided for in the applicable law.



2. When are orders executed?

- 2.1. The Bank executes credit, debit or account management orders of the Deposit Account on “**Business Days**”, meaning the days on which the Bank or the payment service provider, involved in the execution of transaction, operates. Saturdays, Sundays, public holidays and special interbank holidays are not regarded as Business Days. If the Bank receives an order on a non Business Day, it executes it on the next Business Day.
- 2.2. For specific banking products and accounts, the Bank sets time limits on Business days to process the Customer’s orders (“**Cut off Times**”), which are included in the Price List. If the Customer submits the order after the Cut-Off Times, the order shall be deemed to have been received by the Bank on the next Business Day.



3. Interest Rate

- 3.1. The interest rate of the Deposit Account is set in the Deposits Interest Rates Tables, separately for each of the Bank’s deposit product category. The Customer is informed of the interest rate:
 - through the Deposits Interest Rates Tables, and
 - during the pre-contractual information provided to the Customer for each product.

The Bank may change the interest rate, informing the Customer at least two (2) months before the application of the new rate, unless the new rate is more favourable for the Customer, in which case it applies immediately without their prior notice.

Depending on its pricing policy, the Bank may apply zero interest rates on its deposit products or/and charges for the maintenance of the Deposit Account or/and one or more services provided through it or under a transaction package.

How are interest amounts calculated?

- 3.2. The starting date for interest calculation, the time basis for their calculation and the periodicity of their settlement, are decided by the Bank and set out in the Deposits Interest Rates Tables.
- 3.3. Interest is calculated based on:
 - the actual days the deposit is maintained, and
 - a year of 365 days,unless otherwise provided for, in Specific Terms.
- 3.4. The Bank calculates interest based on the “**Value Date**”, meaning the Business Day on which each specific amount is definitively credited to the Deposit Account.
- 3.5. If any of the above dates falls on a non-Business Day or after the Cut off Times have passed, such date shall be deemed to fall on the following Business Day.



4. Term deposit

- 4.1. The Deposit Account may operate as a “**Service Account**” for a specific term deposit held by the Customer at the Bank. The capital of the term deposit is always held in a special account in the Customer’s name, in accordance with Specific Terms.
- 4.2. In the absence of any other agreement (for example automatic renewal), upon maturity of the term deposit, its amount is transferred to the Service Account. The agreement may be concluded by telephone, SMS, email or through other means and in particular through a “**Durable Medium**” in accordance with Chapter F., or as specified by the Bank in Specific Terms.
- 4.3. The Customer may request a full or partial early redemption of the term deposit at any time; however, in such case, an early redemption charge shall apply, based on the applicable discount interest rate under the applicable Specific Terms, and according to the number of days remaining until the maturity of the term deposit. The redemption charge shall not exceed accrued interest to which the Customer is entitled to receive up to the early redemption date. The capital is not affected.



5. Joint Account

- 5.1. The Bank may maintain a “**Joint Account**”, meaning a Deposit Account the holders of which can be two or more natural persons jointly (“**co-holders**”). The Joint Account is governed by Law 5638/1932, as in force from time to time.

How does the Joint Account operate?

- 5.2. Any act, action or declaration of the Bank, relating to the Joint Account, addressed to any one of its holders and, conversely, any act, action or declaration of any holder addressed to the Bank, **shall also apply to the other holders**.
- 5.3. Each of the co-holders:

Is jointly and severally liable towards the Bank for any obligation arising from the Joint Account and the transactions carried out thereon.



May use, in part or in whole, the Joint Account without the participation of the others, including early withdrawal of a term deposit or/and closing of the Account, in accordance with Specific Terms.



May receive oral or written information regarding any transaction of the Joint Account.



- 5.4. The payment of an amount to any of the co-holders releases the Bank from the obligation to pay the other holders.
- 5.5. If a **seizure** is imposed on the Joint Account, the deposit is deemed to belong to the co-holders in equal shares and the seizure applies only to the equal share of the holder against whom it is brought.
- 5.6. If **one** of the holders has **a debt towards the Bank**, the Bank may offset the amount of the debt with the entire balance of the Joint Account, without prior notice to the co-holders. In addition, the Bank has the right of retention over the Joint Account to secure its counterclaim against a certain co-holder - debtor, which it may also invoke against the other co-holders.
- 5.7. If any of the co-holders is placed under **judicial guardianship**, the Joint Account agreement continues to apply among all co-holders under the same terms. The representation of the co-holder under judicial guardianship is governed by the applicable law.
- 5.8. Upon the death of any co-holder, the deposit and all rights and obligations arising from it, shall be automatically transferred to the remaining living co-holders, unless otherwise provided for in any Specific Terms.
- 5.9. The assignment of receivables from the Joint Account and the pledge thereof requires the agreement of all co-holders.
- 5.10. A Joint Account may be subject to attachment, in part or in whole, according to the content of the order or decision received by the Bank from administrative, tax, judicial or other competent authorities.



6. Cheques

- 6.1. The Customer may dispose of the funds held in the Deposit Account by issuing cheques.


Issuance and use of a cheque book

- 6.2. Cheques are issued **only from the Bank's standard chartered cheque book** with encoded numbering. Any other type of cheque or cheques with features chosen by the Customer do not produce any legal effect, unless otherwise provided for in any Specific Terms.
- 6.3. The cheque book is issued upon the Customer's **request** and the signing of a **proof of delivery**. By signing, the Customer declares that they checked the completeness of the cheque book and may not contest it later.
- 6.4. The Bank reserves the right **to refuse** to issue a cheque book or to request the Customer to return any issued cheque book, without requiring any justification.

- 6.5. **If the Deposit Account agreement is terminated for any reason**, the Customer shall no longer issue cheques debiting it and must return to the Bank the unused cheque leaves. Cheques presented after the closing of the Deposit Account shall be stamped as “**CLOSED ACCOUNT**” and notified to the company “Banking Information Systems – Teiresias S.A.” (“**TEIRESIAS**”), in accordance with the law.

Loss of a cheque book or cheque leaf

- 6.6. The Customer must keep the cheque book safe and notify the Bank in case of theft or loss.

- 6.7.  In case the cheque book or any cheque leaf is lost, the Customer shall immediately notify the Bank by any appropriate means, in accordance with Chapter F.

Until the Customer notifies the Bank:

- The Bank shall not be liable for any payment of a lost cheque.
- The Customer bears exclusive liability for any loss suffered by them, the Bank or third parties due to payment or non payment and dishonour of cheques that are not in their possession prior to the notice.

Payment of cheques and debit of the Deposit Account

- 6.8. Cheques are paid upon their presentation at the Bank, even if post dated, provided they meet legal requirements and all the following conditions:

- The chain of endorsements is continuous and regular;
- the Deposit Account on which the cheques are drawn has sufficient available funds and its use has not been suspended or prohibited for any reason;
- the cheque leaves are extracted from a cheque book issued by the Bank to the Customer;
- the issuer’s signature does not present material deviations from the specimen kept by the Bank in its records; and
- the Customer has not submitted a written countermand after the legal deadline for their presentation for payment.

- 6.9. The Deposit Account is debited with the cheque amount indicating the date on which the cheque is presented to the Bank for payment as the Value Date.

6.10. In the event:

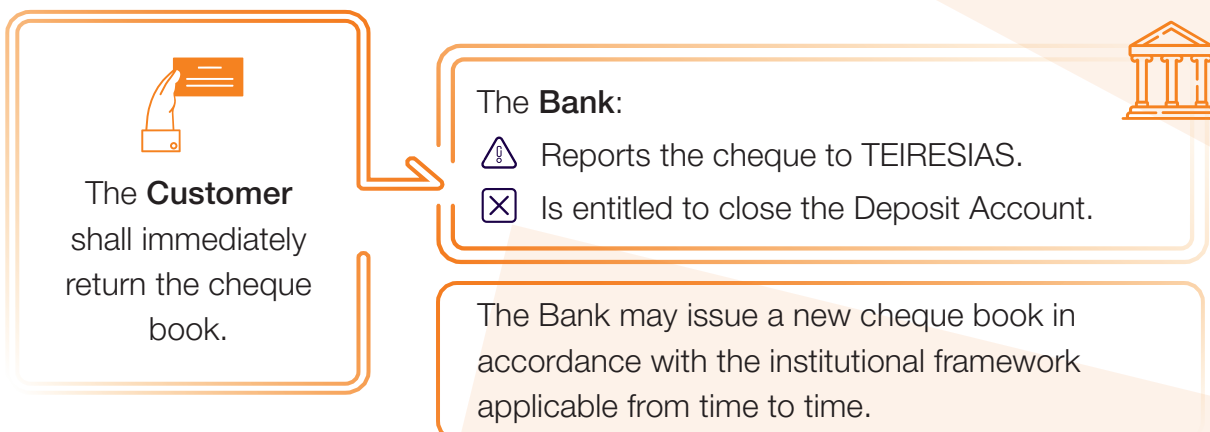
- a) The Bank buys the cheque through the Interbanking Electronic Cheque Clearing System of DIAS (I.E.C.C.S.), the Deposit Account is charged with the amount of the cheque on the next Business Day following the purchase, indicating the purchase date as a Value Date.
- b) The cheque is processed through the Clearing Office of the Bank of Greece, the Deposit Account is charged with the amount of the cheque on the Business Day of its receipt, indicating the previous Business Day as a Value Date.

6.11. The Customer may request the non-payment of a cheque ("**Countermand**"). If the Countermand is submitted within the statutory deadline for its dishonour, the Bank is not bound by the Countermand request, and decides, at its discretion, whether to pay or dishonour the cheque.

6.12. If **multiple cheques or/and payment orders are presented on the same day** and the Bank cannot determine the priority of transactions, provided that the available funds in the Deposit Account are insufficient, the Bank has the right to pay any of them at its discretion, regardless of the issue date or the order of presentation. If the funds available in the Deposit Account are insufficient for the full payment of a cheque, the Bank has the right to **refuse its partial payment**, unless the Customer places a special order pursuant to Article 34 of Law 5960/1933.

Bounced cheque

6.13. If a bounced cheque is presented for payment:



6.14. The Customer shall be charged expenses according to the Price List, for the processing of bounced cheques (for example, the audit of the Deposit Account, notifying the Customer to cover the cheques, dishonour and reporting to TEIRESIAS).

The Bank's liability

6.15. The Bank **shall not be liable** in case of non payment or dishonour of a cheque if at least one of the following conditions is met:

- The cheque bears a falsified signature of the Deposit Account holder.
- There is distinct falsification of information on the cheque.
- The chain of any endorsements is irregular.

6.16. Cheques presented to the Bank and **drawn on accounts held at other banks** may not be dishonoured within the legal deadline, due to the time of their presentation to the Bank and the operating rules of either I.E.C.C.S. or the Clearing Office. In this case, the Customer assumes the risk of the dishonour of the cheque beyond the legal deadline and acknowledges that the Bank bears no liability.

6.17. In case the **cheque is presented through I.E.C.C.S. or the Clearing Office**, the Customer acknowledges that the Bank cannot verify the authenticity of the issuer's signature. For this reason, the Customer declares that:

- they assume responsibility for the authenticity of their signature or, if they are a legal entity, the signature of their legal representatives;
- they release the Bank from any liability for any loss due to falsification or inaccuracy of the cheque's data; and
- they accept that payment of the cheque by the Bank is valid and binding for them and they and waive any related claim against the Bank.

CHAPTER C

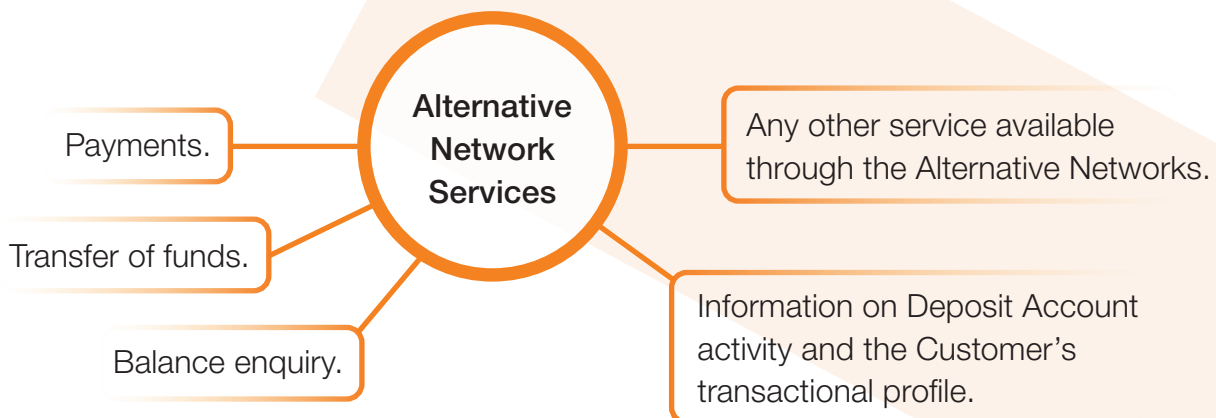
Alternative Networks Services



1. Use of Alternative Networks

1.1. The Customer may use the Bank's services digitally, without their physical presence at its Branches, through **electronic networks, platforms or digital applications** provided by the Bank ("**Alternative Networks**"), through the Bank's electronic banking application ("**Optima e-banking**"), the Customer's mobile device (smartphone or tablet) using the Optima mobile app digital application for mobile devices ("**Optima mobile app**"), or any other electronic/digital network, platform or application that may be made available by the Bank in the future. The Bank informs the Customer, by appropriate means, of the services that are available digitally as well as of the Alternative Networks through which such services are made available.

1.2. The "**Services**" provided through Alternative Networks include indicatively:



1.3. Alternative Networks evolve in line with technology, the applicable legal framework and the Bank's security procedures. The Bank informs the Customer about:

- the available Alternative Networks,
- the Services provided through them,
- the methods used for identification and verification of orders,
- the equipment requirements, and
- the transaction limits.



Such information is provided in an appropriate manner, such as through the Bank's website or by email to the address declared by the Customer.

Technical specifications

- 1.4. **Access to the Optima e-banking** is effected through any electronic device (such as smartphone, tablet, laptop or PC) by following the link published on the Bank's website. Therein, the Customer may also find the technical requirements to access the Optima e-banking.
- 1.5. **Installation and use of the Optima mobile app** require the Customer to have **a mobile device with an operating system** compatible with the service.
- 1.6. Upon the relevant notification by the Bank, the Customer shall install on their mobile device the new versions of the Optima mobile app and the updated versions of their mobile device's operating system, needed from time to time for the application's operation.
- 1.7. The Bank may discontinue outdated versions of the Optima mobile app and restrict access to it, if the Customer omits installing the updated versions of their mobile device's operating system.
- 1.8. The Customer shall use the Optima mobile app exclusively for the provision of the Bank's Services and indicatively as follows:
- not to use the application contrary to the GTBTs, unlawfully or with malicious or fraudulent intent (for example with the purpose of uploading malicious software or with an intention to cause a technical malfunction in the Bank's information infrastructure),
 - not to adapt, alter, modify, breach, copy the application or apply on it reverse engineering techniques,
 - not to use the Optima mobile app in a manner that could cause damage to the application, the Bank's information infrastructure or other users,
 - not to upload in the application any file or other content that is or could be considered illegal, inappropriate, defamatory, racist, offensive or contrary to third party rights.
- 1.9. **License to use the software:** The Bank has the ownership or the license to use the software and of all related intellectual property rights stored or displayed at the Bank's website and the Alternative Networks. The Customer is granted a limited, non exclusive, personal, non-transferable and revocable free license to use the software, solely for the services provided for in the GTBTs and any Specific Terms. Any copy, imitation and any other unauthorised use of the Bank's software by the Customer, their Representatives or any person acting under their order is expressly prohibited, including pages, screens, information, functions and materials stored or displayed at the Alternative Networks.

2. Identification and verification of the Customer's orders

2.1. The Bank recognizes the Customer as the Deposit Account holder and executes transactions only after the identification and verification of the Customer's orders:

Means of identification/verification:

Description:



Unique and confidential **Security Codes** when **logging into the Optima e-banking.**

To access the Alternative Networks, the Customer uses a unique combination of a Username ("**User Id**") and a secret Code ("**Password**") selected by them. The User Id and the Password ("**Personalised Security Credentials**") are provided to the Customer when a Deposit Account is opened. If the Customer already maintains a Deposit Account, they may obtain them **at any Branch of the Bank's network or remotely.**

The User ID is sent to the email declared by the Customer, while the temporary Security Code is sent to their mobile phone. After the initial login to the Optima e-banking, the Customer shall set their own Security Code in accordance with the relevant instructions.

The use of the above codes proves the Customer's access to the Deposit Account, as if the access had been authenticated by the Customer's signature.



Connecting a mobile phone number or/and mobile device (smartphone/tablet) for the purpose of **verifying the Customer's orders.**

For banking transactions through the Alternative Networks, the following shall be effected, where required:

- connection to the Customer's mobile phone number, or/and
- connection to a specific mobile device (smartphone / tablet) that the Customer has declared and that is in his possession.

The **combination** of the connected mobile number or mobile device and the Security Codes serves as a **means of Strong Customer Authentication** and certifies that the orders are placed by them.

The verification of the Customer's banking orders shall be effected where required:

- by a one time Security Code "**One Time Password**" ("**OTP**") sent to the Customer's mobile phone, or
- by a special transaction confirmation message ("**push notification**") sent to the Customer's device through the Optima mobile app (if the Customer has connected their device), or
- by any other appropriate method, in line with the Bank's procedure.



Biometric Data

Instead of the Security Code, the Customer may use biometric data such as their **fingerprint** or **facial features** (face ID), as a means of identification. In this case, the Customer will log into the Optima mobile app using their biometric data instead of the Security Code, provided that the mobile device supports it and the Customer has enabled this function on their device.

Identification of the Customer through biometric data **is optional**. The use of biometric data does not automatically cancel the Security Code. The use of the Security Code may still be required for specific services of the Bank. In any case, the Customer may disable at any time the use of biometric data through the Optima mobile app and use the Security Password. The orders placed by the Customer with the use of biometric data are deemed binding and authorised by them.

The Biometric data are stored exclusively on the Customer's mobile device. **The Bank does not obtain any access, knowledge or any control whatsoever of the Customer's biometric data.**

- 2.2. The Bank reserves the right not to apply Strong Authentication in certain cases of transactions or to adopt additional methods of Strong Authentication, for which the Customer is informed in a timely manner.
- 2.3. The Bank is entitled to amend the methods of the orders identification and verification, informing the Customer by appropriate means. Such amendment does not constitute an amendment of the GTBTs and does not require the Customer's prior consent.



3. Security measures to be taken by the Customer

- 3.1. The Customer shall follow the Bank's security instructions, which are provided either through the Bank's website or by personalised information, and in particular:
- install updated versions of software and malware-protection programmes (such as antivirus, antispyware, firewalls, etc.), and
 - not store unrecognised or illegal programmes on their PC or mobile device.
- 3.2. Security Codes are **strictly personal** and must not be disclosed to third parties.
- 3.3. Throughout their relationship with Bank, the Customer must:
- keep Security Codes confidential and not disclose them to any third parties,
 - protect the Security Codes from use by third parties,
 - safely keep the mobile devices used for the verification of their orders and not allow their use by third parties,
 - configure appropriate security credentials on those mobile devices so that third parties cannot access them,
 - not send or share the Security Codes by any means that could result in their disclosure to third parties (such as by SMS, email or through social media applications),
 - not copy the Security Codes to any durable medium (for example, paper, SMS, email) by any means that could allow leakage to third parties,
 - not store the Security Codes on the mobile device used to access the Alternative Networks,
 - not store the Security Codes on any other electronic device (for example, PC or laptop),
 - frequently change the Security Codes, in accordance with the Bank's instructions, and
 - use the Security Codes exclusively within the identification procedures applied by the Bank.


3.4. If the Customer uses biometric data for identification, they are obliged to:

- ensure that only their own biometric data are recorded on their mobile device and not any third-party biometric data,
- delete from their mobile device any third-party biometric data before registering for the Bank's services and installing the Optima mobile app.

3.5. The Customer shall not log into the Optima e-banking from an address that appears as the Bank's e-mail address in any email they receive or through other websites. Also, the Customer shall never enter their Security Codes on such websites.

3.6. The Customer may use licensed Third Party Providers for payment initiation or/and account information services, according to Clause 8. of Chapter D., only if the same identification procedures as those used by the Bank are applied.

3.7. **The Bank will never request the Customer disclose the Security Codes.** If the Customer receives such a request - even if it appears to originate from the Bank - they shall not disclose the Security Codes and they shall immediately notify the Bank of the incident.

3.8.  **The Customer shall immediately notify the Bank** and follow its instructions, as soon as they become aware of:

- loss, theft or leakage of the Security Codes,
- loss, theft or misappropriation of the connected mobile devices.

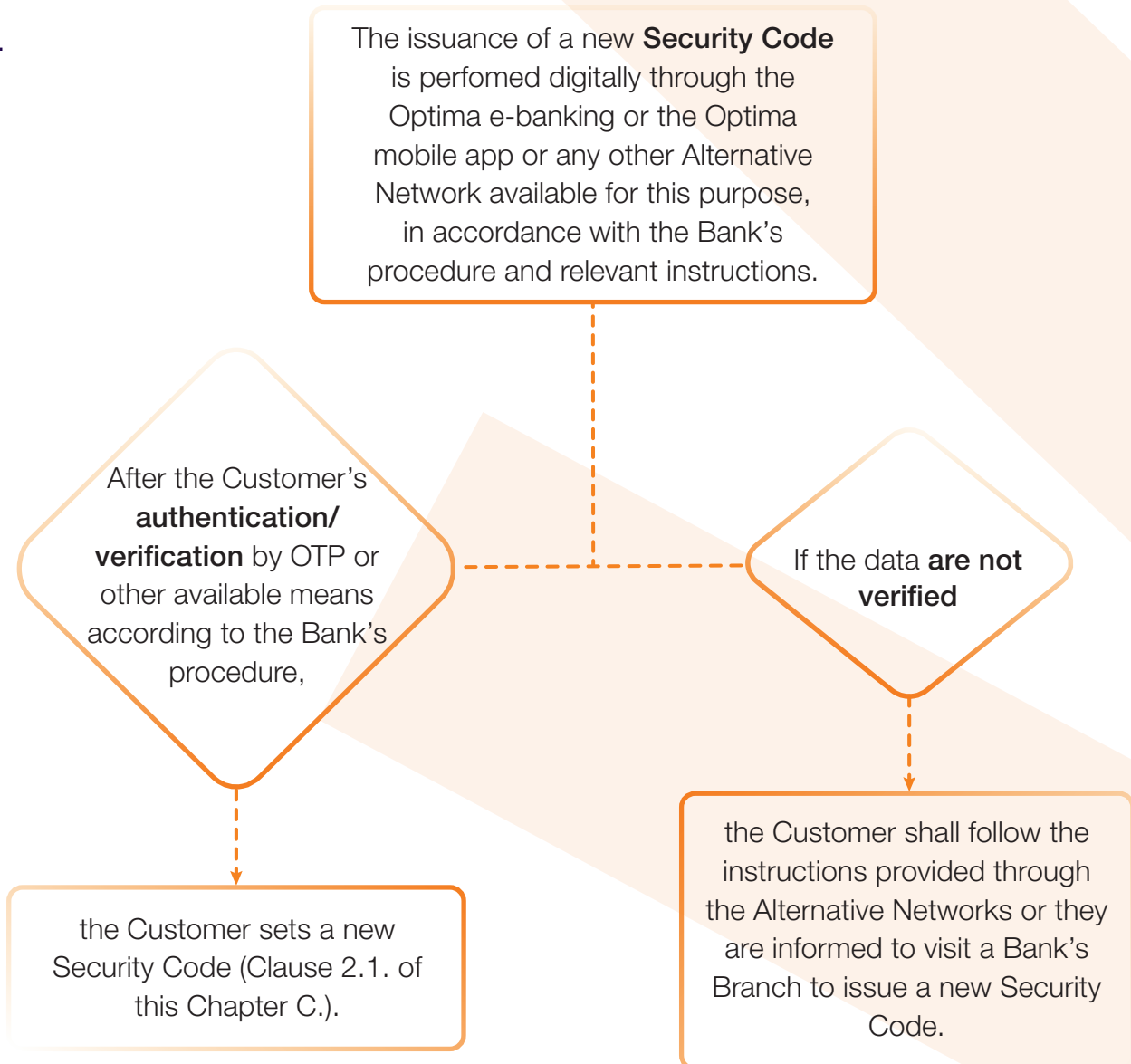


The relevant instructions of the Bank are available on its website and are also provided by personalised information or in another appropriate way.

The Customer shall **immediately notify the Bank** if they become aware of incorrect or unusual transactions on the Deposit Account.

3.9. The Customer remains solely liable for any loss arising from transactions executed either before notifying the Bank or through the use of the Personalised Security Credentials, unless otherwise provided for in the GTBTs, any Specific Terms or the law.

3.10.



The Bank may amend the above procedure and the relevant instructions for the creation of new Security Codes without the Customer's consent being required.

3.11. The Bank takes all necessary measures for the Customer's secure access to the Alternative Networks and the prevention of unlawful or unauthorised use of them. However, the Bank is not liable for access by third parties, leakage of Personalised Security Credentials or unauthorised transactions, which are attributable to a breach of the Customer's obligations or occur in an environment outside the Bank's control.

CHAPTER D

Payment Services

1. General

What are the Payment Services?

1.1. The “**Payment Services**” include the following actions:

“**Credit Transfer**”:

transfer of funds from the Deposit Account to another account of the Customer or a third party. Credit Transfers include the Customer’s standing orders for regular transfers.



“**Payment Transactions**”:

placing, transferring or withdrawing funds via branch, payment card (such as debit or credit card), Alternative Networks or similar means, regardless of whether there is an obligation between the Customer and the Payee, as defined in Clause 1.3. of this Chapter D.



“**Instant Credit Transfers**”:
as defined in Clause 9. of this Chapter D.



“**Direct Debit**”:

debit of the Deposit Account where payment is initiated directly by the Payee on the basis of the consent given by the Customer to the Payee or its bank, or based on the Customer’s order to the Bank.



“**Incoming Credit Transfer / Incoming Remittance**”:

receipt by the Bank of funds transferred to it in the accounts from another bank or payment service provider for the purpose of crediting the corresponding amount to the Customer’s Deposit Account.



“**Outgoing Credit Transfer / Outgoing Remittance**”:

transfer of funds to another bank or payment service provider, debiting the Customer’s Deposit Account upon the Customer’s order, for the purpose of crediting the corresponding amount to the Payee’s account or paying it to the Payee in cash.





“Payment Initiation Service”:

initiation of a payment order upon the Customer’s request either through an alternative network of another bank or payment service provider with respect to the Deposit Account, or through the Bank’s Alternative Networks with respect to an account held by the Customer at another bank or payment service provider.



“Account Information Service”:

provision of consolidated information on one or more Deposit Accounts at the Bank, upon the Customer’s request, through an alternative network of another bank or payment service provider, as well as the provision of consolidated information, upon the Customer’s request, on one or more accounts held by the Customer at another bank or payment service provider through the Bank’s Alternative Networks.

The Clause 8. of this Chapter D. shall apply specifically to Payment Initiation Services and Account Information Services.

1.2. Payment Services **do not include** payment transactions based on:

- personal or bank cheques, where issued by the Bank,
- bills of exchange and promissory notes,
- paper-based vouchers or similar instruments,
- paper-based traveller’s cheques,
- payment instruments of limited use, in particular within a limited network of service providers (pursuant to Article 3 item (k) of Law 4537/2018),
- the Customer’s debts towards the Bank,
- within a payment or securities settlement system between settlement agents, central counterparties, clearing houses or/and central banks and other participants in the system and payment service providers,
- within securities asset servicing, including payments of dividends, income or other distributed amounts, as well as redemption or sale transactions, carried out by the persons referred to in the preceding paragraph or by investment firms, banks, cooperative credit institutions, collective investment undertakings management companies or other entities allowed to have the custody of financial instruments.

The IBAN number

- 1.3. The IBAN number constitutes the **unique identifier** of the payee, meaning the intended recipient of the funds which have been the subject of a payment transaction (the “**Payee**”), and of the account to which the funds are transferred.
- 1.4. The Bank and the payment service providers involved as intermediaries for the Payment Services, are deemed authorised to execute the payment order using only the IBAN, even if other data are included. Beyond the IBAN, the Bank is not obliged to use any additional data provided by the Customer’s order for the identification of the Payee or of the account to which the funds are transferred.
- 1.5. If the order is executed with an incorrect IBAN, the Bank and the intermediaries bear no liability for non-execution or incorrect execution. The Bank shall make reasonable efforts to recover the funds of the Credit Transfer, where feasible. If the recovery is not possible, the Customer may request from the Bank the information it holds to pursue recovery of the funds themselves. The Bank is entitled to charge the Customer for the above services with the commission set out in the Price List.
- 1.6. If the Bank receives an incoming order for crediting the Customer’s Deposit Account due to an incorrect IBAN, it is entitled to disclose the transaction and Customer data to the payment service provider from which it received the funds.
- 1.7. Specifically for payment transactions in Euro within the Single Euro Payments Area (“**SEPA**”), also applies Clause 10. of this Chapter D. [Verification of Payee (VoP) service] with respect to the Payee identification-verification method. The IBAN may not be the unique identifier of the Payee or/and the account to which the funds are transferred in the cases of payment transactions referred to in Clause 1.11. of this Chapter D.

Countries and transaction currencies (scope)

- 1.8. The countries to which the Customer may transfer funds, as well as the transaction currencies supported by the Bank are listed in the Price List.
- 1.9. The provisions of this Chapter D. apply to Payment Services provided in Euro or in the currency of a Member State of the European Economic Area (“**EEA**”), provided that the Payee’s (if the Customer is the payer) or payer’s (if the Customer is the payee) payment service provider for the payment transaction is established in Greece or another EEA Member State.
- 1.10. For Payment Services provided in a currency that is not the currency of an EEA Member State, but the payment service provider of the Payee (if the Customer is the payer) or of the payer (if the Customer is the Payee) is established in Greece or another EEA Member State, the following clauses of this Chapter D. **do not** apply:
 - 4.1. as regards the time limit (D+1) for execution of payment,
 - 5.1. as regards the maximum execution time limit for an order,
 - 9. and 10.

1.11. For Payment Services provided in any currency where the payment service provider of the Payee (if the Customer is the payer) or of the payer (if the Customer is the Payee) is not established in Greece or another EEA Member State, the following clauses of this Chapter D. **do not** apply:

- 4.1. as regards the execution time limit (D+1) for payment,
- 5.1. as regards the maximum execution time limit for an order,
- 7. as regards the Customer's rights and the corresponding obligations/liability of the Bank in the event of non-execution, incorrect or delayed execution of an order, as well as regarding the refund of a Direct Debit amount,
- 8., 9. and 10. (however, if the Payment Services are provided in Euro within SEPA, Clauses 9. and 10. shall apply).

Furthermore, the provisions of Chapter E. below **do not** apply to the Customer's rights and the corresponding obligations/liability of the Bank in relation to the non-execution, incorrect or delayed execution of a card transaction under Chapter E.

1.12. Specifically for payment transactions in Euro within SEPA, Clauses 9. and 10. of this Chapter D. shall apply together with the other clauses of this Chapter, to the extent that they do not conflict with Clauses 9. and 10. of this Chapter D.



2. Content and receipt of the Customer's orders

2.1. The Customer's order for the execution of any action falling within the Payment Services shall include:

- the Payee's full name or business name,
- the Payee's IBAN,
- the name of the bank or payment service provider of the Payee,
- the country of establishment of above bank or provider,
- the BIC (Identification Code) of the Payee's financial institution (only where the institution is established in a country that does not participate in SEPA),
- the execution date, the amount and the currency of the order,
- the full name or business name of the Customer, and
- the Customer's IBAN.

Time of receipt of orders

Order submission method:

The time of receipt is deemed to be:

2.2.

In paper form
at the Bank.



The time of submission of the signed paper order at a Bank's Branch.

2.3. **Through Alternative Networks.**



When the Customer successfully submits the order in the Optima e-banking or the Optima mobile app and the order has been received by the Bank's central information system.



Note: The Customer is informed when the Bank receives the order through Alternative Networks.

2.4. **By email** from the electronic address declared to the Bank.



The time the email reaches the Bank's information systems.

2.5. If the Customer's order is received on **a non-Business Day or after the Cut-off Times**, the order is deemed to have been received on the following Business Day.

2.6. Where the Customer has agreed that the debit of the Deposit Account will occur on a specific date, at the end of a specified period, or on the date when the funds are made available to the Bank, the time of receipt of the order is deemed to be the above agreed date. If that is not a Business Day, the time of receipt is deemed to be the following Business Day.



3. Revocation of orders

3.1. After the order is received by the Bank, it cannot be revoked.

3.2. If the Customer has agreed with the Bank that the order will be executed on a specific date, at the end of a specified period, or on the date when the funds are made available to the Bank, the order can be revoked no later than the end of the Business Day preceding the agreed date.

3.3. Once the above deadlines have expired, the Customer's order can be revoked only with the Bank's prior agreement. If revocation is accepted, the Customer shall pay the relevant costs according to the Price List (for example, correspondent bank fees).


3.4. Where the Customer is **not a Consumer or Microenterprise**, the revocation of their orders may be subject to other terms, according to the Price List or any Specific Terms or a special agreement for this particular transaction. In all cases, the Customer bears the relevant costs and other expenses.






4. Execution of orders

Time limits


4.1. The Bank executes the Customer's orders within the following time limits:

- a** **Outgoing Credit Transfer / Outgoing Remittance:**
The Bank credits the funds to the account of the Payee's payment service provider by the end of the next Business Day following the date of the payment order's receipt (**D+1**), in accordance with Clause 2. of this Chapter D.
- 

The above time limits apply only if:

-  the Bank does not carry out a currency conversion, or
-  the Bank carries out currency conversion between the Euro and the currency of an EEA Member State or between currencies of two EEA Member States, or
-  the Bank acts as the payment service provider for both the payer and the Payee.

If the order is submitted in paper form, the above deadline may be extended by one (1) Business Day. Otherwise, the transaction is executed no later than four (4) Business Days from the order's receipt (**D+4**), and in accordance with any provisions in the Price List.

- b** **Incoming Credit Transfer / Incoming Remittance:**
The funds is credited to the Customer's Deposit Account immediately once they are credited to an account of the Bank and with Value Date the Business Day on which the credit occurs, unless otherwise provided for in the Price List or any Specific Terms. If the funds are received by the Bank on a non-Business Day and time, it is credited to the Customer's Deposit Account on the following Business Day.
- 

4.2. If the order received by the Bank requires a currency conversion, the amount of the transaction will be credited to the Customer's Deposit Account with Value Date being the date on which the funds become available in Euro to an account of the Bank. Otherwise, the Price List shall apply. In addition, currency conversion is subject to Clause 11. of this Chapter D.

4.3. Compliance with the above time limits requires the Bank to have all the necessary information for the execution of the transaction and to have completed all the audits required by the law (for example, for investigation of fraud incidents, prevention of money laundering, etc.).





Conditions for execution

4.4. The Bank will execute the orders only if they are **complete, clear and without contradictions**.

4.5. Indicatively, orders are **not executed** where:

- the order does not include all required data, as per Clause 2.1. of this Chapter D.,
- the order contains an error, particularly an incomplete or non-existent IBAN,
- the Deposit Account does not show a sufficient credit balance,
- the order has not been authorised by the Customer,
- there are legal restrictions, such as under anti-money laundering provisions, or capital controls, or restrictions imposed by competent Authorities or third parties (for example, account freezing or seizure) which oblige the Bank not to execute the order.

4.6. If the Bank does not execute an order, it **notifies** the Customer within the time limits referred to in Clauses 4.1.–4.2. of this Chapter D., using one of the following means:

-  by email to the electronic address declared by the Customer,
-  through the Optima e-banking or the Optima mobile app,
-  by letter to the postal address provided by the Customer,
-  by other appropriate means (such as SMS).

Where feasible, the Bank notifies the reasons for non-execution and the procedure for correcting any related errors.

4.7. The Bank does not inform the Customer according to the above, if the contrary is prescribed by the law or the instructions given from competent Authorities.

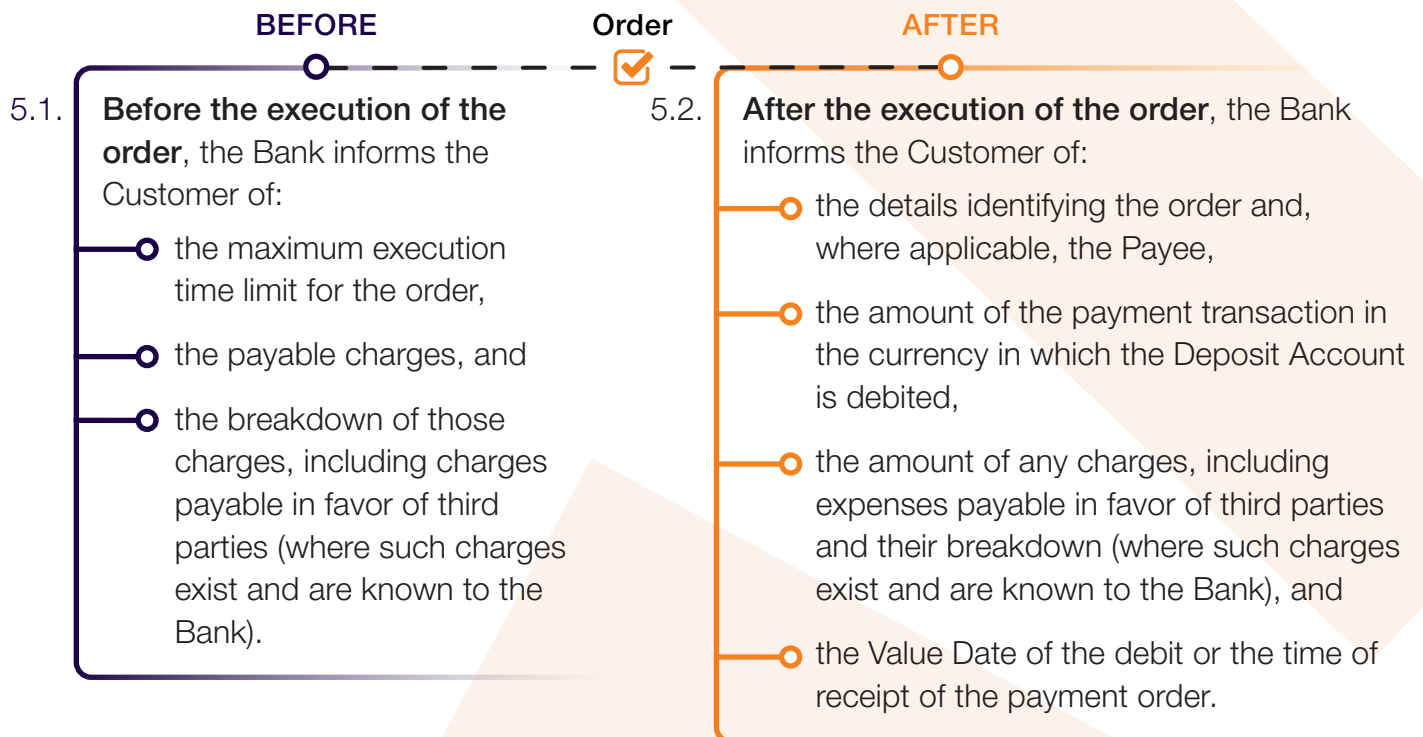
4.8. If the Bank's refusal to execute an order is justified, it is entitled to impose a charge on the Customer, where provided for in the Price List.

4.9. Non-execution of an order due to lack of available balance in the Deposit Account is not considered as a refusal to execute a payment order and the Bank is not obliged to inform the Customer accordingly.

4.10. For the execution of the Credit Transfers, the Bank can use correspondent banks and payment clearing and settlement systems, to which it transfers the necessary information for the execution of the order.

4.11. Where the credit or debit entries made in the Deposit Account are not based on the Customer's order but are due to an employee error or another cause, the Bank has the right to correct or cancel them unilaterally through corresponding corrective or reversing entries. The Bank may also cancel temporary entries if the condition on which they depend is ultimately not fulfilled.

5. Provision of information



5.3. Where the Customer is the **Payee** of incoming credits to the Deposit Account, the Bank informs the Customer of:

- details enabling the Customer to identify the transfer and, where required, the full name or business name of the payer, as well as any information transmitted in the course of executing the payment transaction,
- the amount of the payment transaction in the currency in which the Deposit Account was credited,
- the total amount of any charges and their breakdown,
- the exchange rate used by the Bank, as well as the amount of the transaction before that currency conversion, and
- the credit Value Date.









5.4. The Customer receives the above information for executed Credit Transfers:

- through the Optima e-banking or the Optima mobile app, and
- through the information provided periodically to the Customer by the Bank, in accordance with Chapter F.



5.5. Where the Customer is **not a Consumer or Microenterprise**, the Bank is entitled to charge them for the information it provides, as well as for the corrective and preventive measures it takes within the Payment Services, according to the Price List, any Specific Terms or based on a special agreement with the Customer for a specified transaction.







6. Unauthorised transactions

- 6.1.  The Customer **shall immediately notify** the Bank in an appropriate manner in accordance with these General Terms and any Specific Terms, if they become aware of an unauthorised transaction debiting the Deposit Account, and shall follow the relevant instructions:
- available at the Bank's website or
 - provided to the Customer through the Bank's Alternative Networks by personalised information or other appropriate means.
- 6.2.  Subject to Clauses 6.5–6.10 of this Chapter D. regarding the Customer's liability, where an **unauthorised transaction** has been executed, the Customer has the right **to recover their loss only if the Customer has demonstrably notified the Bank immediately** upon becoming aware of the unauthorised transaction and at the latest within thirteen (13) months from the debit date of the Deposit Account.
- 6.3.  More specifically, provided that **the Customer has complied with the above obligations**, and the execution of an unauthorised transaction has been confirmed, **the Bank shall refund the amount of this transaction** at the latest by the end of the Business Day following the detection of the unauthorised transaction or the Customer's notification. The Value Date for the credit of the Deposit Account is not later than the time the account was debited with the amount of the unauthorised transaction.
-   **The Bank shall not refund the amount to the Customer if it has reasonable suspicion of fraud.**
- 6.4.  If, after the above recovery of the loss, it is found that the Customer had authorised the payment transaction or that the Customer is liable under the General Terms or the applicable legislation, **the Customer shall immediately refund** to the Bank the amount paid. The Bank is entitled to collect the above amount by debiting any account of the Customer at any time and without notice.
-  
- 6.5. Where the Customer is a **Consumer or Microenterprise**, Clauses 6.5.– 6.8. shall apply by way of derogation from Clauses 6.2.-6.4. of this Chapter D. More specifically:
- The Customer is **liable up to fifty (50) Euro** for losses related to the execution of the unauthorised transaction, if it is due
 - to theft or leakage of the Security Codes or
 - to theft, loss or misappropriation of the mobile device that has been connected to the Deposit Account.
 - The above liability **does not require fault on the part of the Customer.**

6.6. However, the Customer bears no liability for the above losses, if:

-  the loss, theft or misappropriation of the Security Codes or the mobile device could not have been detected by the Customer before the transaction, unless the Customer acted **fraudulently**, or
-  the loss was caused by an employee, an agent or a Branch of the Bank or of an entity to which its activities were outsourced.



6.7. The fifty (50) Euro liability cap does not apply, and the Customer **is liable without limitation for all** losses related to an unauthorised payment transaction, if such losses are due:

-  to the Customer's fraudulent intent, or
-  to the Customer's fraudulent intent not to comply with one or more of their obligations relating to:
 -  the security procedures, the protection of the Security Codes and the safekeeping of the mobile device connected to the Deposit Account, in accordance with Chapter C., or
 -  the obligation to notify the Bank immediately upon becoming aware of loss, theft, misappropriation of the Security Code or the mobile device, or their unauthorised use.

6.8. Where losses result from **Customer's gross negligence**, the Customer is **liable up to the amount of one thousand (1,000) Euro**, considering particularly the nature of the personalised security credentials and the specific circumstances of the loss, theft or misappropriation of the Security Codes, or another personalised feature, or the mobile device, or another payment instrument.

However, the above liability limit **does not apply and the Customer is liable without limitation for all losses** if the Bank applies additional, effective and more advanced control mechanisms for transactions that may cause loss exceeding one thousand (1,000) Euro, such as mechanisms that use artificial intelligence technologies, or an additional code or biometric authentication, or telephone confirmation.

6.9. Where the Customer is **not a Consumer** or **Microenterprise**, Clauses 6.5.– 6.8. of this Chapter D. will not apply and by way of derogation from Clauses 6.2. and 6.3. of this Chapter D., the following shall apply:

-  The Customer shall notify the Bank immediately upon becoming aware of an unauthorised transaction and no later than thirty (30) days from the debit date of the Deposit Account.
-  The **Customer bears unlimited liability** for all transactions and losses related to unauthorised transactions where such losses are attributable to the Customer's fraudulent intent or negligence, including any breach of their obligations relating to security measures and the immediate notification of the Bank.



The Customer shall prove that the payment transaction was forged or unauthorised and any liability on the part of the Bank. The use of a payment instrument recorded in the Bank's systems or/and the relevant entry into the Deposit Account is agreed to be sufficient evidence of the transaction's authentication and correctness and Customer's authorisation unless proven otherwise.

- 6.10. In any case, the breach of any Customer's obligation regarding the compliance with security measures and the immediate notification of the Bank under these General Terms and any Specific Terms, constitutes the Customer's **gross negligence**.
- 6.11. From the time the Bank is notified, the Customer is not liable for unauthorised transactions carried out after the notification, unless the Customer acted fraudulently.



7. Non execution, incorrect execution or delayed execution of transactions

- 7.1. The Customer shall **immediately notify** the Bank in accordance with Clause 6.1. of this Chapter D. if they become aware that a payment order was not executed or was executed incorrectly or with delay. For these cases (non-execution, incorrect or delayed execution), Clause 6.10. of Chapter D. shall apply accordingly.
- 7.2. The Bank is liable for **the correct execution of the order. If the order is not executed, or is executed incorrectly or with delay:**
- The Bank refunds the Customer with the transaction amount, without delay.
 - Where necessary, it restores the debited Deposit Account to its previous state.
 - The Bank is liable to the Customer for any charges and interest due to no-execution, incorrect or delayed execution.
 - The Value Date for the commencement of interest accrual on the relevant amount is not later than the debit date.
- 7.3. If a third party payment service provider is responsible for the non-execution, incorrect or delayed execution of the payment transaction, the Bank is entitled to seek compensation from such provider for any amount the Bank paid.
- 7.4. For **Incoming Credit Transfers**, the Bank is liable only if it received in the Customer's Deposit Account the amount of the payment order from the payer's payment service provider. If the Bank did not timely credit the amount of the Credit Transfer to the Deposit Account, it credits it immediately.
- 7.5. Regardless of whether the Bank is liable for the non-executed, or incorrect or delayed transaction, it shall, upon the Customer's request, immediately, and free of charge, seek to trace the transaction and shall inform the Customer accordingly.

7.6. In case of a delayed Credit Transfer, the Customer may request that the Bank submit a request to the Payee's payment service provider so that the Value Date of the credit to the Payee's account is not later than the Value Date that would have applied, had the payment transaction been executed correctly.

7.7. The Bank **bears no liability** towards the Customer for non-execution, incorrect or delayed transaction execution where at least one of the following applies:

- ☞ The Payee's payment service provider received the Credit Transfer amount within the time limit set in Clause 4.1. of this Chapter D.
- ☞ The Customer did not demonstrably notify the Bank **immediately** and in any case no later than thirteen (13) months from the date on which the Deposit Account was debited with the amount.
- ☞ The IBAN (or other identification means) provided by the Customer was incorrect.
- ☞ A force majeure event occurred pursuant to Chapter G.

7.8. If the Customer **is not a Consumer or a Microenterprise**, by way of derogation from Clauses 7.2.–7.7. of this Chapter D., the following apply:

- a) The Customer shall notify the Bank immediately upon becoming aware of a non-executed, incorrect or delayed transaction and no later than thirty (30) days from the date a non-executed or a delayed transaction should have been executed, pursuant to the GTBTs and the Price List or Specific Terms, or in case of an incorrect transaction, from the date the Deposit Account was debited.
- b) The Customer shall prove non-execution, incorrect or delayed execution and any liability on behalf of the Bank. The use of a payment instrument recorded in the Bank's systems or/and the relevant entry in the Deposit Account is agreed to be sufficient evidence of execution of the transaction and its details, unless proven otherwise.
- c) The Bank may charge the Customer for its actions to trace a payment transaction or to provide additional assistance and notification, under the Price List, any Specific Terms or a special agreement with the Customer.

Specific provisions for Direct Debit

7.9. In case of a **Direct Debit**, where the **Customer is a Consumer or a Microenterprise**, they are entitled to request refund of the authorised payment transaction amount already authorised and executed, provided that:

- a) the Customer did not precisely specify the payment transaction amount at the time of authorisation, and

- b) the amount exceeds what the Customer could reasonably expect, taking into account previous spending patterns and the circumstances of the transaction. Any excess due to currency conversion after the application of the agreed exchange rate does not constitute excess of the amount within the above meaning.

In the above cases, the Customer shall prove the above conditions and provide the Bank with all relevant information related to their request.

7.10. The Customer **is not entitled** to request a refund of the amounts according to the above, where:

- a) the Customer gave consent for execution of the payment transaction directly to the Bank, and
- b) the Customer had been informed in writing of the future payment transaction at least four (4) weeks before the due date, either by the Bank or by the Payee.

7.11. In addition, subject to Clauses 7.9. and 7.10. of this Chapter D., in case of a Direct Debit within the European Union and where the Payee's payment service provider is within the EEA, the Customer submits a request and the Bank is obliged within ten (10) Business Days from receipt of the request:

- o either to credit the Deposit Account with the total amount of the executed payment transaction, with Value Date no later than date when the Deposit Account was debited with the transaction amount,
- o or to justifiably refuse the request. If the Customer is a Consumer and does not accept the Bank's justification for refusal, they are entitled to refer the matter to the competent bodies for alternative dispute resolution.

7.12. In order for the Customer to be entitled to a refund in case of a Direct Debit they shall submit the refund request **exclusively within eight (8) weeks from the date** on which the Deposit Account was debited with the amount for which refund is requested.

7.13. If the Customer **is not a Consumer or a Microenterprise**, the above Clauses 7.9.–7.12. of this Chapter D. do not apply, the rights provided therein do not apply in favour of the Customer and the Bank bears no liability under those clauses.



8. Third party payment service providers

8.1. The Customer may access the Deposit Account through third party payment service providers ("**Third Party Providers**") licensed to provide:



Payment initiation services.



Account information services.

- 8.2. The Customer may initiate transactions debiting the Deposit Account or receive information regarding the Deposit Account with the Bank, provided that:
- the Third-Party Provider has verified its identity to the Bank,
 - the Customer has given, directly or through the Third-Party Provider, explicit consent for the execution of the specific transaction and Strong Customer Authentication has been applied, in accordance with the Bank's procedure.
- 8.3. After granting consent to a Third Party Provider to initiate a transaction the Customer **may not revoke the order.**
- 8.4. Where the Customer requests services through Third-Party Providers, the Bank discloses to them the details of the Deposit Account that are necessary for the provision of their services (for example, account activity or transaction information).
- 8.5. For transaction security, the Bank encourages the Customer to cooperate only with licensed Third Party Providers, information on which is available on the websites of the Bank of Greece www.bankofgreece.gr and the European Banking Authority <https://eba.europa.eu>.
- 8.6. The Bank may refuse a Third Party Provider access for justified reasons relating to unauthorised or fraudulent access or initiation of a specific payment transaction. In such cases, the Bank informs the Customer of the refusal and the reasons for it:
- by any appropriate means, and
 - prior to the refusal of access or, if this is not feasible, at the latest immediately thereafter.
- Information may not be provided where there are serious security reasons or where it is prohibited by law.
- If the reasons for refusal of access cease to apply, the Bank restores access to the Deposit Account.
- 8.7. The relationship between the Customer and the Third Party Provider is governed exclusively by their contract. Where a Third-Party Provider's services are used, the Third-Party Provider is responsible for the execution of the transaction or provision of information regarding the Deposit Account. The Bank is not involved in the provision of services by a Third-Party Provider and bears no liability if a transaction is not executed, is executed incorrectly or with delay, where such event is due to an issue, omission or breach in the Third-Party Provider's systems or security procedures.
- 8.8. Where the Customer uses a payment initiation service by a Third-Party Provider, the latter is deemed to have performed Strong Customer Authentication in accordance with its own procedures. The payment order is therefore deemed to have been given by the Customer and is executed by the Bank without any additional consent or confirmation required by the Customer.

9. Special terms for Instant Credit Transfers

The service







9.1. The Customer may place and receive instant Credit Transfers in Euro within SEPA through the Deposit Account, round-the-clock and every day of the year (“**Instant Credit Transfers**”). The payment orders for Instant Credit Transfers are submitted through the Bank’s available channels (indicatively, and depending on the applicable procedure, through Optima e-banking, Optima mobile app, or the Bank’s Branches). For Instant Credit Transfers, the other clauses of Chapter D. also apply insofar as they do not conflict with Clauses 9.1.–9.6. of this Chapter D.

Charges

9.2.  Charges for Credit Transfers, including Instant Credit Transfers, are set out in the Price List.

Time of receipt of orders

9.3. An Instant Credit Transfer order is deemed received at the time it is received by the Bank, in accordance with the other clauses of Chapter D., unless otherwise provided for in this Clause 9., or the relevant legislation. Specifically for Instant Credit Transfers:

-  The time of the payment order’s receipt is the moment it is received by the Bank, regardless of time or day.
-  If execution of the payment order has been agreed at a specific time on a specific day or the moment when the Customer places the funds at the disposal of the Bank, the time of the payment order’s receipt is the agreed time of execution, regardless of the hour or calendar day.
-  Otherwise, the time of the payment order’s receipt is deemed:
 -  For a non-electronic payment order, the moment of its entry, by the Bank, into its system.
 -  For an individual payment order, part of multiple payment orders as a package, the moment of its unpackage, by the Bank, unless otherwise provided for in this Clause 9., or the applicable legislation.
 -  For a payment order from payment accounts denominated in a currency other than Euro, the moment of the amount’s conversion into Euro.

Time limits

9.4.

Outgoing Instant Credit Transfer:

The Bank verifies whether the necessary funds are available, reserves or debits the amount of the order to the Customer’s Deposit Account and immediately sends the payment transaction to the Payee’s payment service provider.



Upon the Payee's payment service provider confirmation or ten (10) seconds elapse without relevant confirmation, the Bank informs, immediately and free of charge, the Customer or the payment initiation service provider whether the amount is available on the Payee's account.

Where the Bank has not received confirmation within ten (10) seconds that the funds were made available on the Payee's account, the Bank immediately restores the Customer's Deposit Account to its previous state.

9.5.

Incoming Instant Credit Transfer:

The Bank, within ten (10) seconds from receipt of the payment order from the payer's payment service provider, makes the amount available in the Customer's currency. The Value Date of the credit of the Customer's Deposit Account and the credit date coincide.



Quantitative limits

9.6. The Customer may, with any available means provided by the Bank and in accordance with its procedure, set modify or lift, with immediate effect, a customized limit fixing a maximum amount for outgoing Instant Credit Transfers, either on daily or per transaction basis. Additionally, the Bank may set upper limits fixing a maximum amount for Credit Transfers, including Instant Credit Transfers as part, within the scope of its respective obligations or for transaction security or even for liquidity reasons in accordance with its policy, unless otherwise provided by law.



10. Verification of Payee (VoP) Service


The service

10.1. For Credit Transfers in Euro within SEPA, the Bank provides the Customer, free of charge, with the verification of payee service. Where the Customer is the Payee of a Credit Transfer, the Bank transmits the Customer's identification information to the payer's payment service provider, which is necessary for its verification of the Customer by the payer.

Time of execution of the service

10.2. The Bank provides the verification of payee (VoP) service immediately after the Customer provides relevant information about the Payee and before the Credit Transfer is authorised. If the payment order is paper-based, the Bank performs the VoP service at the time of receiving the payment order, unless the Customer is not present at that moment.

Data and verification

- 10.3.  For the provision of the VoP service, **the Customer shall enter** in the payment order the Payee's IBAN and name (full name or business name).



Upon the Bank's request, the Payee's payment service **provider checks and verifies, under its responsibility** and according to data maintained into its internal records, whether the payee's IBAN account corresponds to the name of the Payee entered by the Customer.



The Bank immediately notifies the Customer of the verification result provided by the payment service provider.

- 10.4. **Where the Payee is a legal entity** and the Bank offers, depending on its procedure, a payment initiation channel allowing the Customer to place a payment order by entering the IBAN together with other data (such as tax identification number), except for the name of the Payee (business name), the Payee's payment service provider, where these data exist into its internal system, verifies, upon the Bank's request, the Payee's account IBAN against the above data and notifies the Bank. The Bank in turn notifies the Customer of the result.

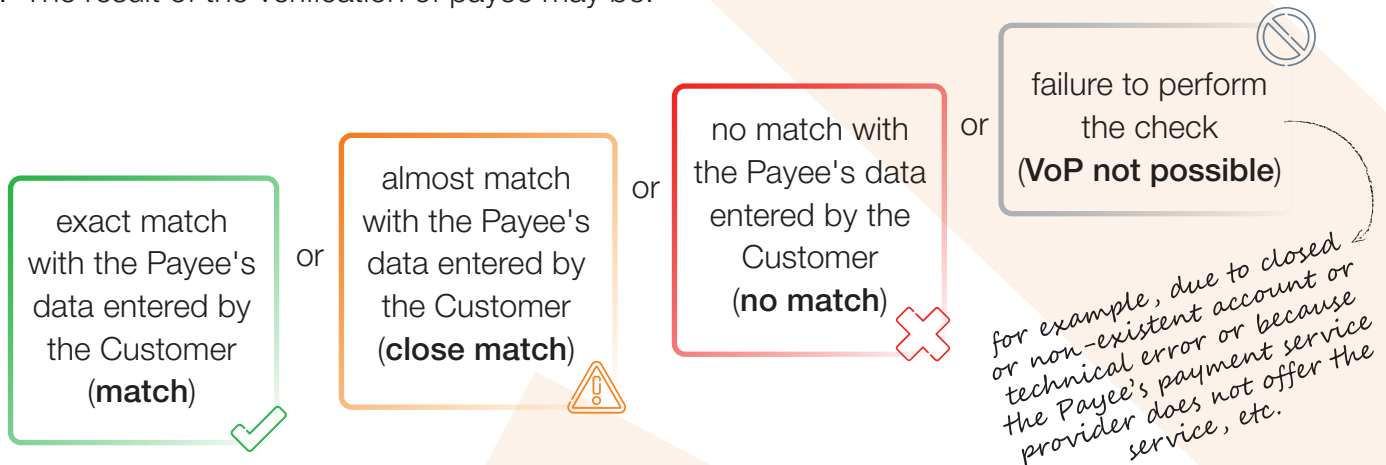
- 10.5. When the account indicated by the Customer is held by a payment service provider on behalf of **multiple payees**, the Customer may, depending on the Bank's applicable procedure, provide additional data for the Payee to be identified. In that case, the payment service provider holding the account on behalf of multiple payees, or where appropriate, the payment service provider holding the said payment account, upon the Bank's request, verifies, under its responsibility and according to data maintained into its internal system, whether the Payee indicated by the Customer is included among the multiple payees. The Bank in turn notifies the Customer if the Payee is not identified.

- 10.6. In other cases, in particular where, depending on its procedures, the Bank provides a payment initiation channel which does not simultaneously require the completion of both the IBAN and the name of the Payee, the Bank duly informs the Customer, so that the Customer can validate the Payee before authorising the Credit Transfer.

- 10.7. Where the Payee's data (name or IBAN of the account) are completed by a payment initiation service provider, the latter is liable for ensuring their correctness.

The result of the verification

10.8. The result of the verification of payee may be:



Specifically for multiple batch orders

10.9. A Customer who is not a Consumer, according to the legislation governing the VoP service and collaborates with the Bank for the execution of multiple payment orders as a package (mass payments or/and payroll through a file or/and similar Bank services) may, at any time and by using the means provided by the Bank and its relevant procedure, and exclusively for the execution of multiple payment orders as a package:

- suspend (opt-out)**, under their full and exclusive responsibility, the receipt of the VoP service, and
- reactivate it (opt-in)**.

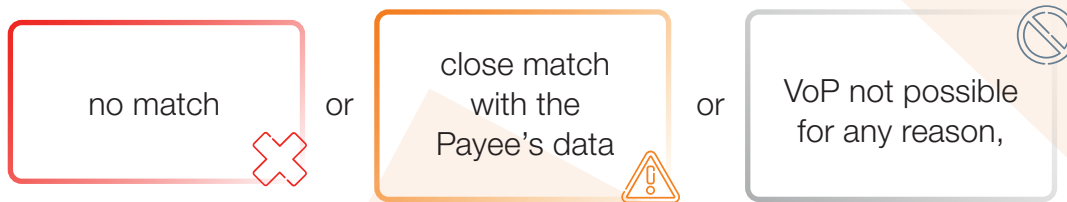
10.10. When the Customer receives/activates the VoP service, they **simultaneously pre-consent with the Bank** and pre-selects/pre-authorises, by using the means made available by the Bank and its relevant procedure, that the individual orders belonging to a package will or will not be executed by the Bank depending on the verification result received by the Bank for each of those orders. The Customer consents that, especially **where the above verification result** for an individual payment order is that the Payee's data provided by the Customer **match exactly** with the Payee's data indicated by the Customer, **the payment order is automatically executed** as pre-authorised by the Customer, without their further action or formality.

In particular, solely by receiving/activating the VoP service in conjunction with the relevant agreements with the Bank, including these General Terms, **the Customer provides the Bank with explicit consent/pre-authorisation**, order and authorisation to automatically execute or not execute the individual orders of each package depending on the verification result, without further action or formality by the Customer.

10.11. The **time of receipt** of each individual payment order in a package of multiple payment orders shall be deemed to be the time that the Bank receives the verification result for that specific payment order, provided that the Bank receives the verification result after the segregation of the multiple payment orders of the package into individual (single) payment transactions.

Liability

10.12. The performance of the VoP service and its result do not prevent the Customer from authorising a Credit Transfer. However, **if the Customer authorises the Credit Transfer** when the result of the VoP service is:



there is a risk that the funds of the payment order will be transferred to an account not held by the payee indicated and intended by the Customer but by a different person (“**unintended payee**”).

The same risk of transfer to an unintended payee applies in the case of multiple payment orders as a package:

- a) where the Customer pre-selects/pre-authorises the execution of the individual orders of the package for which the above verification results (no match or close match or VoP not possible for any reason) come about, or
- b) where the Customer, where permitted, opts out from receiving the VoP service.

In all the above cases, **the Customer fully assumes the risk of transferring funds to an unintended payee** and the Customer is solely liable for any resulting loss incurred by them or/and the Bank or/and any third party.

10.13. The Bank shall bear no liability, indicatively, for refunding the Customer or for any other loss incurred by the Customer or a third party, provided that the Bank complies with its obligations within the above service, or where the Customer opts out from receiving the VoP service or pre-selects/pre-authorises execution of payment orders for which the verification result is other than exact match. Upon the Customer’s request, the Bank will make reasonable efforts to recover the relevant funds in accordance with Clause 1.5. of this Chapter D.

10.14. **The Bank shall bear no liability for the execution of a Credit Transfer to an unintended payee due to an incorrect IBAN (or other unique identifier), provided it has fulfilled its obligations within the VoP service.** If the Bank, as the payment service provider of the payer Customer, fails to fulfil its obligations within the above service and where such failure results a defectively executed payment transaction, the Bank immediately refunds to the Customer the

transferred fund and, where applicable, restores the Deposit Account to the state in which it would have been had the payment transaction not taken place. Where the Bank's failure is attributable to the payee's payment service provider or to the provider's payment initiation service to comply with their obligations, they are fully liable for repairing any loss.



11. Currency conversion

- 11.1. For the execution of an Outgoing Credit Transfer/Outgoing Remittance requiring currency conversion, the Bank's reference exchange rate, on the day and time the Customer's Deposit Account is debited, applies. If the Outgoing Credit Transfer/Outgoing Remittance is not executed and is refunded by the Payee's payment service provider, the amount is credited back to the Customer's Deposit Account after deducting any expenses incurred by the Bank or/and its correspondents due to the refund. If currency conversion is required for the refund, the Bank's reference exchange rate on the day of the refund shall be applied.
- 11.2. For the execution of an Incoming Credit Transfer/Incoming Remittance requiring currency conversion, the Bank's applicable reference exchange rate shall be applied:
- a For incoming Instant Credit Transfers, on the day and time the amount becomes available in the payee Customer's currency.
 - b For other Incoming Credit Transfers / Incoming Remittances, on the execution date of the transfer/remittance, in accordance with the time limits provided for in the General Terms and the Price List.
- 11.3. Any Specific Terms or provisions of the Price List shall prevail over the above Clauses 11.1. and 11.2.



Information regarding the Bank's reference exchange rates is available through the Optima e-banking and/or any other Bank's Alternative Networks, depending on its policy, as well as at its Branches. Currency conversions may be subject to additional charges according to the Bank's Price List.



12. Basic regulatory obligations and declarations of the Customer



- 12.1. The submission by the Customer of an request/order for the execution of an Outgoing Credit Transfer/Outgoing Remittance through any of the Bank's payment initiation channels constitutes the Customer's explicit declaration to the Bank that the Outgoing Credit Transfer/Outgoing Remittance does not violate or conflict with the national and EU legislation on the prevention of money laundering, nor with any restrictive measures, including targeted financial restrictive measures, under Article 215 of the Treaty on the Functioning of the European Union or other provisions, nor with any sanctions, lists, restrictions or prohibitions issued by European or international authorities (indicatively, UN Security Council, OFAC). The above applies accordingly to Incoming Credit Transfers/Incoming Remittances to the Customer's Deposit Account.

- 12.2. **The Customer is liable for the legality of Credit Transfers/Remittances (Incoming and Outgoing)** and the underlying transactions and shall compensate the Bank or any third party for any loss due to untrue or inaccurate Customer's declarations. Furthermore, the Customer shall promptly provide any additional information requested for the transaction to be completed. If the information is not provided in a timely manner or is incomplete or inaccurate, or if the transaction fails to meet the Bank's control criteria, the transaction may not be executed or may be cancelled.
- 12.3. The Bank or other involved third parties may transmit information related to the transaction to authorities within or outside the European Union for any lawful purpose (e.g. prevention of money laundering or terrorism or lists of persons subject to restrictive measures etc.).
- 12.4. The terms governing Credit Transfers/Remittances do not override or prevail over tax provisions and "trade" provisions based on decisions of national, European and international Bodies and Authorities. The Customer remains responsible for compliance with all related obligations.

CHAPTER E

Debit Card

1. Issuance, delivery and activation of the Card

- 1.1. Upon opening a Deposit Account, the Bank issues to the Customer a debit card (the "**Card**"), for carrying out transactions in accordance with the terms of this Chapter E.
- 1.2. Where the Customer is a legal entity, it receives the Card in accordance with Clause 1.3. of this Chapter E. below which delivers for use to a person authorised by the Customer (the "**Holder**"). The Holder's full name is written on the Card, and the Holder unconditionally accepts these terms of Chapter E.
- 1.3. The Customer or the Holder receives the Card in one of the following ways:
-  Activated at the Bank's Branch, or
 -  Deactivated and sent by post to the address provided by the Customer.
- In that case, the Customer or the Holder may activate the Card by calling the Bank's call centre or through Optima e-banking or Optima mobile app and identifying the Customer in accordance with Clause 2. of Chapter C., or by other appropriate means made available by the Bank.
- 1.4. The 4-digit Personal Identification Number of the Card ("**Card PIN**") is sent to the Customer or the Holder by SMS or by written message through an online application on a mobile device ("**OTT**") or by post to the address provided by the Customer or the Holder, or by any other appropriate means made available by the Bank, depending on its procedure.

- 1.5. The Card PIN is used **only in connection with the specific Card**. Its use constitutes the consent of the Customer and the Holder for the execution of the relevant payment and has the same effects as the wet-ink signature of the Customer or the Holder.
- 1.6. The Card PIN is strictly personal, and the Bank has taken all necessary measures to prevent its reproduction. The Card, in conjunction with the Card PIN, is equivalent to cash, and for this reason the Customer or/and the Holder shall take all security measures, such as those indicatively referred to in Clause 3. of Chapter C. and Clause 6. of this Chapter E.



2. Use of the Card

- 2.1. The Customer or the Holder may connect one of the Deposit Accounts held at the Bank in their name or, in the case of a Joint Account, in their name as joint holders, to the Card, or disconnect such account, by submitting a request at the Branch.
- 2.2. The Card may be used only if:
- The Card is connected to an active account, namely a Deposit Account, the use of which has not been suspended or prohibited.
 - The Deposit Account has adequate available balance to cover the amount of the transaction and any costs and charges that may be incurred by the transaction.
 - The amount of the transactions that the Customer or/and the Holder wishes to carry out during a 24-hour period does not exceed
 - a) the “**Daily Transaction Limit**”, meaning the maximum amount that may be used per day for purchases, or/and
 - b) the “**Daily Withdrawal Limit**”, meaning the maximum amount that may be used per day for withdrawals from the Bank’s ATMs or/and the ATMs of other banks or/and providers in Greece and abroad.
- 2.3. The Customer or/and the Holder may be informed of the Daily Transaction Limit and the Daily Withdrawal Limit by any appropriate means. The Customer or the Holder may submit a **request to change the Daily Transaction Limit**, which the Bank is not obliged to accept. The Bank is entitled to unilaterally amend or/and reduce to zero the Daily Transaction Limits and Withdrawal Limits for the protection of the Customer or/and the Holder and the transactions if there is:
- a reasonable suspicion of unlawful or/and unauthorised use of the Card, or
 - a relevant legal obligation, or
 - other great cause,
- after informing the Customer or the Holder, unless this is prohibited by law or for security reasons or to protect the transaction. The Customer or the Holder is not entitled to compensation for any loss arising from such amendment.

- 2.4. For determining the balance availability in the Deposit Account or/and the calculation of the Daily Transaction Limits and Withdrawal Limits, the following are taken into account cumulatively:
- Orders that have been executed or agreed to be executed, but have not yet been debited to the Deposit Account,
 - transactions pending execution and clearing, and
 - all transaction costs, including costs arising from foreign exchange rates.
- 2.5. Through these GTBTs, the Customer grants the Bank an irrevocable mandate and authorisation to settle on their behalf and debit the Deposit Account with the amounts accruing from the use of the Card, even if it becomes overdrawn due to a discrepancy in its available balance between the transaction date and clearing date.
- 2.6. Exceeding the balance of the Deposit Account is not permitted. However, if this occurs for any reason, interest shall be charged on the excess amount at the applicable rate at that time, in accordance with the Price List.





3. Card-based transactions

ATMs

- 3.1. The Customer or the Holder may use the Card at any time for cash withdrawals, Deposit Account balance enquiries and Card PIN changes at the Bank's ATMs, as well as at ATMs of other banks and ATM network providers participating in the DIAS interbank network or/and bearing the Mastercard sign or the sign of any other organisation in contract with the Bank and which is indicated on the front of the Card.
- 3.2. Where the Customer uses ATMs of other banks or third-party providers, charges may apply in accordance with the Price List, as well as any additional charges imposed by such other banks or third-party providers for the use of their ATM network. The cost may differ depending on the bank or provider.
- 3.3. The Bank is not liable for the charges imposed by other banks or third-party providers for the use of their ATM network, nor for damages incurred by the Customer due to technical failure or interruption in the operation of an ATM.
- 3.4. The Bank may, depending on its procedure, provide for the deposit of banknotes through its ATMs into any Deposit Account linked to the Card. If the deposit is made on a non-Business Day, the deposit appears no later than the next Business Day. If the amount typed by the Customer or the Holder in the ATM differs from the amount counted, the Deposit Account is credited with the amount of the counting, and the Customer is informed in writing or by other appropriate means.
- 3.5. The Bank takes all necessary measures for the security of deposits through ATMs, if the ATM deposit service is provided, and is not liable if the Customer or the Holder does not follow the relevant instructions.

Physical stores

- 3.6. The Customer or the Holder may use the Card to purchase goods and services in physical stores bearing the Mastercard sign (or the sign of any other organisation in cooperation with the Bank) and equipped with special “**EFT/POS Terminals**”. Transactions are carried out using the **Chip and PIN technology** by inserting the Card into the EFT/POS Terminals and then entering the Card PIN. At the time of the transaction, the store informs the Customer or the Holder of the success or failure of the transaction.
- 3.7. The Customer or the Holder may carry out “**Contactless Transactions**” by merely placing the Card near the EFT/POS Terminals bearing the relevant sign  and without inserting it in the terminals. Contactless Transactions are based on NFC (Near Field Communication) short-range wireless technology and are fully secure.
- 3.8. The Customer or the Holder may carry out Contactless Transactions without entering the Card PIN, provided that:
- The amount of the transaction is less than or equal to the “**Contactless Transaction Limit**”, as applicable from time to time.
 -  More information on the Contactless Transaction Limit is available at the Bank’s Branches and the Bank’s website;
 - The “**Total Maximum Contactless Transaction Limit**” does not exceed the amount applicable from time to time {currently at one hundred and fifty (150) Euro}.
- 3.9. The Contactless Transaction Limit and the Total Maximum Contactless Transaction Limit may differ from the amount referred to immediately above. The Customer or the Holder is under an obligation, at their own responsibility, to keep themselves informed of the limits applicable from time to time before carrying out a transaction.

Online stores and remote transactions

- 3.10. The Customer or the Holder may use the Card for remote transactions by placing an electronic, telephone or postal order, provided that the relevant Card is accepted as a means of payment in the transaction.
- 3.11. Online transactions also include the possibility of Direct Debit of the Deposit Account by the counterparty online store, provided that the Customer or the Holder has given a relevant authorisation to that online store or to its payment service provider, or has given an order to the Bank for that purpose.
- 3.12. In remote transactions, all or some of the following details may be requested:
- The Card number and expiry date.
 - The Card verification code (CVC).

- The full name of the Customer or the Holder.
- Any other information required under the security protocols of payment systems such as Mastercard or any other organisations cooperating with the Bank.

3.13. For remote transactions falling within the scope of Payment Services under Chapter D., their completion requires Strong Customer or Holder Authentication, using secure methods used by the Bank, in accordance with Chapter C.

4. Transaction clearing and foreign exchange transactions

- 4.1. When the Customer uses the Debit Card in physical or online stores, **the Deposit Account is debited on the transaction clearing date**, which may differ from the date on which the transaction was carried out, when the relevant amount was blocked.
- 4.2. **If the transaction** (including cash withdrawal from an ATM) is carried out in a **currency other than Euro**, conversion of the currency for the debit of the Deposit Account is made on the basis of the rate determined by Mastercard (or any other organisations cooperating with the Bank, and the sign of which appears on the front of the Card), on the day and time of the transaction's clearing, which may differ from the transaction day. As exchange rates change continuously, the rate applied at the time of clearing may differ from the rate applicable on the day and at the time the transaction was carried out.
- 4.3. Information relating to currency conversion rates and the online foreign exchange conversion mechanism is available on the official website of Mastercard or any other organisation cooperating with the Bank.
- 4.4. The Customer incurs the interbank transaction fee applicable from time to time, expenses, commissions and any other charges for Card transactions, in accordance with the Price List.
- 4.5. In the Statement referred to in Chapter F. the Customer will find information regarding the consideration for such transactions and the currency in which they were carried out.
- 4.6. The Bank is not liable for the determination or variation of the above exchange rates, nor for any damage incurred by the Customer due to such variations.

5. Bank and third parties businesses

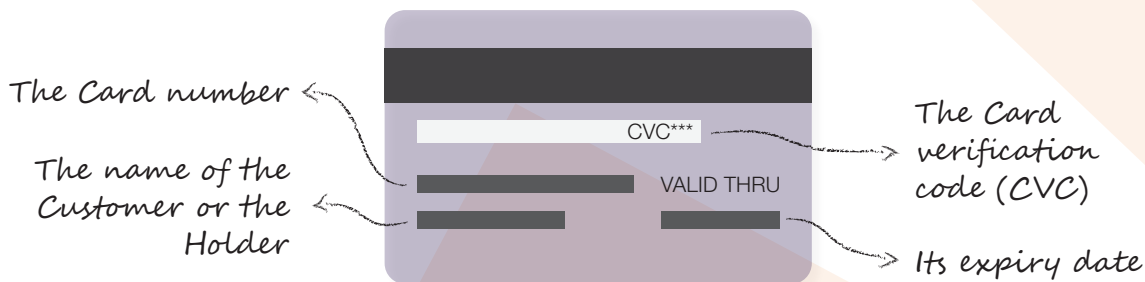
- 5.1. The Bank has no contractual relationship with the businesses with which the Customer or the Holder transacts to purchase the goods and services and is not liable if such businesses fail to perform or improperly perform their obligations or for any damage suffered by the Customer during the transaction. The Customer or the Holder is not entitled to raise against the Bank any objections or claims against third parties in relation to Card transactions.

5.2. However, the Bank reserves the right, at its discretion, to apply offers, more favourable terms of use of the Card and additional facilities for specific transactions with specific businesses, informing the Customer accordingly by appropriate means.



6. Use and safekeeping of the Card

6.1. The Card includes the following:









6.2. The Card is owned by the Bank and can only be used by the Customer or the Holder. Assignment or transfer to third parties of the right of possession and use of the Card is not permitted.

6.3. **The Customer or the Holder is solely responsible for all transactions carried out with the Card**, unless otherwise provided for in Clause 7. of this Chapter E.

6.4. The Bank recommends that the Customer or the Holder manage the Card as cash or other means of payment and suggests to the Customer or the Holder the following indicative measures:

- Not to enter the Card PIN in reverse order, as suggested in misleading internet messages.
- To memorise the Card PIN and refrain from keeping it in any way on any medium that can be associated with the Card.
- Not to disclose the Card PIN to third parties, even relatives, and not to choose a PIN that can be expected (date of birth, car number, etc.).
- To change the Card PIN frequently.
- Not to disclose the Card PIN to persons presenting themselves as employees of the Bank or of other bodies or authorities. The Bank will never assign such tasks to its employees or third parties.


-  During the transaction:
 -  To keep a safe distance from third parties to prevent them from seeing or detecting the details of the transaction.
 -  When entering the Card PIN, to ensure that its entry is not visible to third parties.
 -  Not to accept assistance from third parties by giving them the Card or/and the Card PIN.
-  To contact the Bank immediately if the Card is retained by an ATM.
-  To report to the Bank anything unusual observed during the transaction.

In addition, the Customer or the Holder shall take all the security measures indicatively referred to in Clause 3. of Chapter C.





7. Card theft or loss

7.1. The Customer or even the Holder is **solely responsible** for the security and safekeeping of the Card throughout its period of validity.







7.2.  In the event of loss, theft, destruction, unauthorised use, risk of unauthorised use, failure to receive the Card in time or/and in the event that the Card PIN is disclosed or there are suspicions that it has been disclosed / made known to third parties, **the Customer or the Holder must immediately inform the Bank by telephone or through Optima e-banking or Optima mobile app or by any other means and method provided by the Bank.** In parallel and regardless of the above, the Customer or the Holder may temporarily deactivate the Card through Optima e-banking or Optima mobile app or by any other means and method made available by the Bank.

7.3. If the Card has been declared as lost or stolen, or there is a risk of unauthorised use, the Bank:

-  Immediately cancels the Card.
-  May issue a new Card, upon the relevant request of the Customer, who is charged with the cost applicable at the time for the issuance of a new Card, in accordance with the Price List.

7.4. In the event of leakage of the Card PIN, the Customer or the Holder may create a new PIN through an ATM without charge or request reissuance of the Card PIN by the Bank.

Liability of the Customer or the Holder

- 7.5. The Customer's or the Holder's **omission** to notify the Bank immediately, in accordance with Clause 7.2. of this Chapter E. or/and **breach** of any of their obligations to comply with the security measures under the General Terms and any Specific Terms, constitutes **gross negligence** on their part, unless due to force majeure.
- 7.6. **Until the Bank is notified, the Customer is liable** for any loss arising from transactions carried out without their authorisation using a Card or Card PIN that has been lost, stolen or misappropriated, subject to the provisions of this Chapter E.
- 7.7. Where the Customer is a **Consumer** or a **Microenterprise**, the Customer is liable up to **fifty (50) Euro** for any loss related to the execution of a transaction after unauthorised use of the Card, without the requirement of **fault**, unless:
-  the loss, theft or misappropriation of the Card or/and the Card PIN could not have been detected by the Customer or the Holder, except where the Customer or the Holder acted **fraudulently**, or
 -  the loss is due to an act or omission of the Bank.
- 7.8. The maximum liability limit of fifty (50) Euro does not apply and the **Customer is liable without limitation** for any loss resulting from transactions carried out without their authorisation **where** such loss is due to:
-  the Customer's or the Holder's **fraudulent intent** or,
 -  the Customer's or the Holder's **fraudulent intent not to comply with** one or more of the obligations set out in the GTBTs or/and any Specific Terms, relating to:
 -  the safekeeping of the Card and the Card PIN, the protection of another Security Code, the security procedures and the safekeeping of the mobile device carrying the digitised Card, or
 -  the obligation of the Customer or the Holder to notify the Bank immediately upon becoming aware of loss, theft, misappropriation of the Card or the Card PIN or of the device carrying the digitised Card or another Security Code, or their unauthorised use.
- 7.9. Where the losses from unauthorised Card transactions result from Customer's or the Holder's **gross negligence**, the Customer **is liable up to one thousand (1,000) Euro**, considering particularly the nature of the personalised security credentials and the particular circumstances of loss, theft or misappropriation of the Card or the Card PIN or another Security Code or the device carrying the digitised Card. However, the above quantitative liability limit **does not apply and the Customer is liable without limitation for all losses** if the Bank applies additional, effective and more advanced control mechanisms for transactions that may cause loss exceeding one thousand (1,000) Euro, such as mechanisms using artificial intelligence technologies or an additional code or biometric identification or telephone confirmation.

In brief:



7.10. The Customer is entitled to dispute an unauthorised, incorrect, delayed or non-executed Card transaction **only if the Customer proves that they has notified the Bank immediately** upon becoming aware of such transaction and no later than thirteen (13) months from the date on which the amount of the transaction was debited to the Deposit Account linked to the Card.

7.11. Where the Customer is **not a Consumer or a Microenterprise**, Clauses 7.7.–7.10. of this Chapter E. do not apply, and the following shall apply:

- a) **The Customer shall notify the Bank immediately** upon becoming aware of an unauthorised, incorrect, non-executed or delayed Card transaction and no later than thirty (30) days from the date on which the Deposit Account was debited in case of an unauthorised or incorrect Card transaction or from the date on which, according to the GTBTs and the Price List or any Specific Terms, the non-executed or delayed Card transaction should have been executed.
- b) The Customer is **liable without any quantitative or other limitation** for all transactions and losses arising from unauthorised transactions, if they were incurred by the Customer acting fraudulently or with negligence, including breach of their obligations to comply with security measures and the immediate notification of the Bank.
- c) The Customer shall prove the lack of authentication or lack of authorisation of the Card transaction, or the incorrect transaction, or its non-execution or delayed execution, as well as any liability of the Bank. The use of the Card or/and the Card PIN or/and another means of payment recorded in the Bank’s systems or/and the relevant entry in the Deposit Account linked to the Card is agreed to constitute adequate evidence of the execution, authentication and correctness of the transaction and the Customer’s authorisation, unless proven otherwise.



8. Notifications

The Customer may receive information:

- through the Alternative Networks services, free of charge, regarding all transactions carried out exclusively using the Card during the last thirteen (13) months, as well as
- through the Statement, for transactions carried out in accordance with Chapter F.



9. Card validity

- 9.1. The Card is valid **from its activation date until the date written on the back or until its cancellation due to withdrawal or termination**, in accordance with Clauses 3. and 8. of Chapter G.
- 9.2. The **Bank is entitled suspend or cancel the validity of the Card at any time**, for reasons of security and protection of transactions, or where it has a legal obligation. The Customer has no claim for compensation for any loss arising from suspension of the Card's validity.
- 9.3. In the event of **withdrawal from or termination of the agreement by the Customer**, the Customer **shall not use the Card** after submitting the relevant request to the Bank. Any use of the Card after submitting such request constitutes a criminal offense under criminal law and the Customer is fully liable for any transactions with the Card.
- 9.4. Upon the expiry of the Card, it is **automatically renewed**, and the Bank issues a new Card, charging the Customer the relevant cost of issuance in accordance with the Price List. **If the Customer does not wish the Card to be renewed**, they shall inform the Bank within forty (40) days before its expiry. The Customer or the Holder shall immediately notify the Bank if the new Card is not received by post before the expiry of the old Card.
- 9.5. The Bank is entitled not to renew the Card for cause, after informing the Customer or the Holder, unless such notification is prohibited by law, for reasons of security and protection of transactions.
- 9.6. When the Bank issues new Cards to replace existing ones, it shall send them in timely manner and, at the same time, cancel the Cards being replaced. If the new Cards are of a different type, they are delivered to the Customer or the Holder after they have first been informed and only if they have accepted them. **Each new Card constitutes a continuation of the previous one and is governed by the same terms, unless otherwise provided for in a relevant notice sent by the Bank.**



10. Annual subscription fee – Charges

- 10.1. The Bank is entitled to charge a subscription fee for the use of the Card. The amount of the subscription fee is determined by the Bank and may be adjusted upon relevant notice to the Customer.
- 10.2. The Customer is additionally charged with expenses, fees, taxes, levies for the use of the Card and other charges, as set out in the Price List.
- 10.3. The Bank, taking into account market and competition conditions, as well as any adjustment of the charges applied by international card organisations, is entitled to supplement or modify the charges, after informing the Customer or the Holder by any appropriate means. Any such modification is stated in the Price List.




- 10.4. **If the Customer disagrees with the above changes**, they are entitled to request the cancellation of the Card within thirty (30) days from the date of their notification. Such cancellation is construed as the termination of the GTBTs only with respect to the terms of this Chapter E. The cancellation of the Card will take effect within thirty (30) days from the time the Bank receives the Customer's request. Until the cancellation of the Card, the Customer remains liable for any transaction carried out in the meantime.

CHAPTER F

Customer Information



1. Account activity

- 1.1. During the transactional relationship with the Bank, the Customer is informed in writing of the transactions of the Deposit Account (withdrawals, deposits, payment orders, etc.) through a statement of the Deposit Account ("**Statement**").
- 1.2. In case of a Joint Account, the Bank sends the Statement to the account holder who is listed first in the application for opening the Deposit Account (the "**First Holder**"). The First Holder shall inform the other holders who, in any case, shall have access to the relevant information through the Bank's Branches, its Alternative Networks and through notifications sent by SMS or the OTT the Bank may provide, in accordance with Clause 1.10. of this Chapter F.
- 1.3. The Statement is issued and made available to the Customer every three (3) months, in one of the following ways at the Bank's discretion:
-  By post to the address provided by the Customer.
 -  By sending an electronic Statement to the email address provided by the Customer.
 -  Through the Bank's Alternative Networks.
- The Customer may save and print each Statement they received electronically or through the Alternative Networks.
- 1.4. The Statement contains all information required by law for the Customer to identify each credit and debit transaction in the Deposit Account.
- 1.5. After thirty (30) days from the delivery of the Statement, the Bank considers that the Customer has received and reviewed it.
- 1.6. The Customer shall check the Statements and **immediately** inform the Bank of any disagreement or any incorrect, unauthorised or unusual transactions, without prejudice to the provisions of Chapters D. and E. **If the Customer does not notify the Bank, the Customer will be deemed to have accepted the transactions recorded in the Deposit Account.**

- 1.7. If the Customer does not receive the Statement within the prescribed timeframe, they shall inform the Bank immediately and, in any case, no later than thirty (30) days from the date on which it should have been sent to them.
- 1.8. Transmission of the Statement through electronic means, including the Alternative Networks, is equivalent to delivery in printed form.
- 1.9. Independently from the Statement, the Customer has continuous access to the history of their transactions through the Alternative Networks and the Bank's Branches. If the Customer requests additional more frequent information or information transmission by means of communication other than those specified in the GTBTs, the Bank is entitled to charge the Customer the actual cost incurred, as specified in the Price List.
- 1.10. The Bank may provide the Customer with additional notifications regarding the Deposit Account's activity by SMS or OTT messages, which may be subject to a charge in accordance with the Price List.

2. Proof of transactions

- 2.1. Data relating to the Customer's transactions with the Bank are recorded in electronic files within the Bank's information systems.
- 2.2. All entries recorded in the Bank's information systems are binding upon the Customer and have the **same probative value as documents**.
- 2.3. Printouts from the Bank's information systems constitute full proof of the execution of transactions, orders, claims and obligations of the Customer, who retains the right to prove that an entry in the Bank's information system is inaccurate.

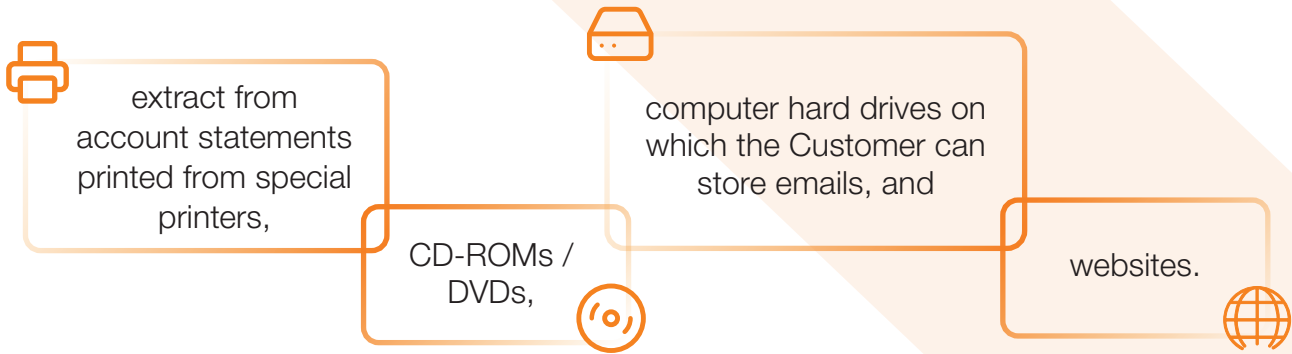
3. Notifications

- 3.1. The Bank sends documents or other communications to the Customer at the residential or business address, or the email address and the mobile telephone number provided by the Customer to the Bank and verified through identification documents, as well as through any other appropriate communication channel notified by the Bank to the Customer, including a Durable Medium.

A “**Durable Medium**” means any medium that enables the Customer to store information addressed personally to them in a way:

- a) accessible for future reference for a period time adequate to the purposes of the information; and
- b) which allows the unchanged reproduction of the information stored.

Examples of a Durable Medium include:



Where the law does not require personalised communication or/and where this is not feasible or justified by the circumstances, the Bank's communication with the Customer and the public and the relevant notifications, information, announcements and statements may be made through its website, the Press, the Price List or any similar means or medium.





Changes in Customer's data

- 3.2. The Customer shall immediately notify the Bank of any change in their residential or business address by providing the relevant documentation. Until the Bank is notified, any delivery of documents or other communication sent to the address recorded in the Bank's systems shall be considered valid.
- 3.3. The Customer shall notify the Bank of any change in the email address and mobile telephone number previously provided to the Bank. Until the Bank is notified, the Bank will validly send the relevant notifications and emails or SMS or OTT messages to the contact data provided by the Customer.
- 3.4. If the above changes are not notified in timely manner, the Bank shall not be liable for any loss incurred by the Customer or other persons and the Customer shall compensate the Bank for any loss incurred by the Bank, any of its employees or any third party.
- 3.5. The Bank shall be deemed to have fulfilled its obligations towards the Customer where information relating to the Customer's transactions, the Strong Customer Authentication, the notification regarding the issuance of Statements and any other information is sent to addresses (residential or business address and email address) and the mobile telephone number provided by the Customer. **The Bank shall not be liable for any loss incurred by the Customer or a third party if the Customer changes such details without notifying the Bank.**



4. Customer communication

The Customer may communicate with the Bank:

-  By post to the address 32 Aigialeias & Paradeisou Street, 151 25 Marousi, Greece.
-  By telephone at **+30 210 8173000**, round-the-clock.
-  By email at hello@optimabank.gr.
-  Through the Bank's Alternative Networks.

CHAPTER G

Final Provisions



1. Charges

- 1.1. The Customer is charged with the fees, commissions, expenses and other charges for the Bank's services and products, in accordance with the Price List, as well as any default interest, compound interest and contractual interest. The Customer is informed of the charges applicable from time to time, as well as any addition or cancellation with respect to existing and new products and services of the Bank, through the Price List.
- 1.2. Through the GTBTs, the Customer authorises the Bank to debit the Deposit Account with the above charges.



2. Set off – Account freezing

- 2.1. If the Bank has an outstanding claim against the Customer, the Bank is entitled to withhold and set off its claim against any counterclaim of the Customer arising from any cause, whenever such claim was established and regardless of its currency, as well as against any counterclaim that may arise in the future. If the Customer's counterclaim is in a different currency, the conversion shall be made based on the exchange rate between the two currencies applicable on the date of the set-off as announced by the Bank.
- 2.2. If the Customer has an outstanding debt, the Bank has a right of retention of any claim or asset that may be subject to retention for the satisfaction of the Customer's obligations.
- 2.3. If any creditor of the Customer imposes an garnishee order at the Bank as a third party over the balance of any Deposit Account, the Bank is entitled, unless otherwise provided by law, to set off against the balance of the Deposit Account any claim it has against the Customer, even if not overdue or contingent, before or/and after submitting the garnishee declaration.
- 2.4. The Bank is obliged to freeze, in whole or in part, the Deposit Accounts in accordance with relevant orders received from tax, judicial, administrative or other competent Authorities.
- 2.5. The Bank is entitled to prohibit transactions on the Customer's Deposit Account if there are reasonable suspicions that it is being used for unlawful purposes or fraud, until the Customer provides sufficient clarifications.



3. Termination

Termination by the Customer

3.1. The Customer has the right to terminate any Deposit Account agreement and any agreement relating to the provision of payment services (including, indicatively, payment services agreements, card issuance agreements, etc.), by giving **thirty (30) days' prior notice before the date of termination of the agreement.**

3.2. Process of termination

The Customer:



3.3. If the agreement has been in force for less than six (6) months since the date on which it came into effect, the Customer shall pay any charge specified in the Price List.

3.4. If, for individual products of the Bank, there has been an agreement for more specific termination terms, such terms shall prevail.

Termination by the Bank

3.5. The Bank has the right to terminate any Deposit Account agreement and any agreement relating to the provision of payment services (including, indicatively, payment services agreements, card issuance agreements, etc.), by giving **two (2) months' prior notice before the date of termination of the agreement.**

3.6. The termination by the Bank is made by document sent to the Customer, either by post, by email or by any other appropriate means.

3.7. By way of exception to the above notice period, the termination by the Bank shall take immediate effect if made for cause and, indicatively, where:

- the Customer breaches the General Terms or other contractual obligations towards the Bank,

- the Customer breaches relevant legal provisions,
- the Deposit Account or other Bank products or services are used (or there is a reasonable suspicion that they are used) for unlawful purposes or fraud,
- the Bank has a reasonable suspicion that the Customer does not comply with the obligations for secure access to the Deposit Account or the obligations for secure use of the Alternative Networks or the Security Codes or the payment card codes issued by the Bank,
- the Customer appears on restrictive sanctions lists or is involved with entities appearing on such lists,
- the Customer falls within a risk category that is not acceptable to the Bank from a regulatory perspective,
- the Customer acts in a threatening or abusive manner or with violence towards employees or representatives of the Bank.

3.8. In the event of termination by the Bank, any charges regularly paid by the Customer for the payment services under the General Terms shall be payable only pro rata up to the time of termination. If such charges have been prepaid, they shall be refunded to the Customer on a pro rata basis.

3.9. If Specific Terms have been agreed for individual products of the Bank, this Clause applies supplementally and, in the event of any conflicting provisions, the Specific Terms shall prevail.



4. Amendments

Conditions and process for amendments

- 4.1. The Bank is entitled to amend the General Terms for cause, **after informing Customer on an individual basis**, at least one (1) month before the amendment takes effect, in writing or through another Durable Medium or/and by any other appropriate means. The term “cause” includes, indicatively, adaptation to changes in financial services’ market conditions, fluctuation in inflation and operating costs, and the risk undertaken by the Bank from time to time.
- 4.2. **By way of exception** to Clause 4.1. of this Chapter G., the amendments to contractual terms for the provision of payment services may be made at any time in accordance with the law, provided that the Customer is informed at least two (2) months before the changes come into effect. Amendments to exchange rates which are based on reference exchange rates, and which apply immediately, are excluded.
- 4.3. The Customer may reject the changes before their proposed date of entry into force. **If the Customer does not notify the Bank of the non-acceptance of the amendments by that date, the Customer shall be deemed to have accepted them.**

4.4 If the Customer rejects the changes before the date of entry into force, this shall be construed and shall operate as the termination by the Customer of the General Terms and of every transactional relationship with the Bank, in accordance with this Chapter G., unless otherwise provided for in any Specific Terms.

What does not constitute an amendment?

- 4.5. The adjustment of fees, commissions and expenses in the Price List does not constitute an amendment to the General Terms. The Customer authorises the Bank to make such adjustment, in accordance with the Bank’s fair discretion.
- 4.6. Changes made in the context of modernisation, upgrading or unification of the Bank’s computerised systems, such as technical or procedural changes, or changes in the operation of the Bank’s systems, including the Alternative Networks, such as Customer security and identification methods, do not constitute an amendment to the General Terms. The above indicative changes are binding on the Customer from the time they are notified to them in writing or by a relevant post on the Bank’s website or through the Alternative Networks or by any other appropriate means, without requiring the Customer’s consent or any other action.



5. Availability of services and force majeure

5.1. The Bank uses its best endeavours to provide its services on a continuous basis, in accordance with the General and Specific Terms. However, access to the services may be interrupted at any time, on temporary basis, due to:

scheduled or unscheduled maintenance, upgrade or restoration works at the Bank’s information infrastructure or similar works,



malfunction of the telecommunications network or technical equipment of the Customer,



force majeure events, such as network failures, sudden breakdown of information infrastructure, power outages or strike by the Bank’s personnel.






5.2. The Bank shall not be liable towards the Customer for force majeure events or unforeseeable circumstances which:

- do not fall within the Bank’s sphere of responsibility,
- are not due to its fault,
- are beyond the Bank’s control,
- and whose consequences could not have been avoided despite the Bank’s efforts to the contrary.



6. Dispute resolution

6.1. The Bank applies procedures for the immediate and effective settlement of Customer complaints. More information is available on the Bank's website. The Customer may submit complaints:

-  At the Bank's Branches, by completing the relevant complaint form.
-  By calling [+30 210 8173695](tel:+302108173695) during Business Days and business hours.
-  By sending an email to wearelistening@optimabank.gr.



6.2. For any dispute, the Customer may refer the matter to extrajudicial dispute resolution bodies, such as:

-  the Hellenic Financial Ombudsman (1 Massalias Street, 106 80 ATHENS - P.O. Box 9166, 100 32 ATHENS, Tel.: 10440, 210 337 6700, Fax: 210 323 8821, Email: info@hobis.gr, website: www.hobis.gr),
-  the Consumer Ombudsman (144 Alexandras Avenue, 114 71 Athens, Tel.: 2106460862, website: www.synigoroskatanaloti.gr)

7. Participation in the Hellenic Deposit and Investment Guarantee Fund

7.1. The Bank participates in the Hellenic Deposit and Investment Guarantee Fund (HDIGF or TEKE), which compensates the Bank's depositors in case the Bank is unable to repay the deposits due. Deposits maintained with the Bank are covered by TEKE's Deposit Cover Scheme (DCS) in accordance with Law 4370/2016.

7.2. In the event of compensation by TEKE, **the calculation of the compensation amount takes into account the following:**

-  the credit balances of deposit accounts are set off against due counterclaims of the Bank against the holder depositor, in accordance with Articles 440 et seq. of the Civil Code, and
-  account is taken of the information provided to TEKE by the liquidator of the credit institution and the legal and contractual provisions governing the relationship between the credit institution under liquidation and the depositor.

No compensation is paid where, during the last twenty-four (24) months, no transaction relating to the deposit has taken place and the value of the deposit is lower than the administrative cost incurred by TEKE in paying the compensation. A transaction means any actual transaction by the holder depositor or by a third party upon the order of any holder, as well as any request for information on the balance of the Deposit Account.

7.3. The maximum compensation amount is one hundred thousand (100,000) Euro per Customer and not per bank account. If, for example, a Customer maintains an individual savings account with ninety thousand (90,000) Euro and an individual current account with twenty thousand (20,000) Euro, the Customer will be compensated only up to one hundred thousand (100,000) Euro.

7.4. With respect to the operation of TEKE and the guarantee of deposits, as well as the exceptions applicable to certain categories of deposits, the Customer may be informed from TEKE's website, www.teke.gr, and the information leaflets available at the Bank's Branches and the Bank's website.



8. Withdrawal

8.1. **Where the Customer is a Consumer** and enters into a distance contract with the Bank for the provision of any product or service, the Customer has the right to withdraw from the contract, without giving reasons and without penalty, within fourteen (14) calendar days from the date on which the Customer was informed of that right. The notice of withdrawal shall be submitted by post or by email to the relevant contact data of the Bank provided in Clause 4. of Chapter F.



8.2. Upon the exercise of the right of withdrawal, the contract is terminated retroactively, and the Customer shall immediately pay any debt owed to the Bank, as well as commissions, expenses and charges for products and services already provided, in accordance with the Price List.



9. Other useful provisions

9.1. **The Customer may at any time request a copy of the General Terms by any appropriate means.**

9.2. Any omission or delay, on behalf of the Bank to exercise its legal or contractual rights shall in no manner constitute a waiver, even in part, of those rights.

9.3. If any of these terms is invalid or void, this shall not affect the remaining terms, which shall continue in force. Any term prohibited by a competent Authority shall be automatically construed as not written.

- 9.4. The terms governing the confidentiality and the garnishment of deposits are governed by Legislative Decree 1059/1971 and Law 2915/2001, as in force from time to time, as well as by any other mandatory legal provision applicable from time to time.
- 9.5. Where the Customer is not a Consumer or a Microenterprise, they accept, pursuant to Articles 38 par. 1 and 2 and 61 par. 1 of Law 4537/2018, that within the Payment Services, payment transactions and payment instruments (such as, indicatively, the debit Card and credit cards), Articles 38 to 60 and 62 par. 1, 64 par. 3, 72, 74, 76, 77, 80, 88 and 89 of the above law shall not apply. In addition, Article 100 of Law 4537/2018 shall not apply to Microenterprises. Accordingly, where the Customer is not a Consumer or a Microenterprise, the provisions of the GTBTs and the Specific Terms corresponding to the subject matter of the above articles do not apply, regardless of whether such non-application is expressly referred to in the relevant provisions of the GTBTs or/and the Specific Terms. The Customer shall notify the Bank of the acquisition or loss of the status of Microenterprise throughout the duration of the relationship with the Bank, on the Customer's own initiative and whenever requested by the Bank, by providing the necessary supporting documents.

9.6. During custody and administrative management of Financial Instruments (as defined in Law 4514/2018) and Customer's funds by the Bank, without prejudice to any Specific Terms, the Bank:

- a keeps records and accounts accurately to segregate, at any time, the Customer's assets from those of another customer as well as its own assets,
- b keeps the Customer's records and accounts in a manner ensuring their accuracy and correspondence with the Financial Instruments and funds held on the Customer's behalf, and their use as an audit trail,
- c periodically reviews the accounts and records kept by the Bank with those of third parties holding Customer assets,
- d takes measures to ensure that the Customer's Financial Instruments deposited in a third party can be segregated from Financial Instruments belonging to the Bank and from those belonging to that third party,
- e takes measures to ensure that the Customer's funds that may have been deposited by the Bank on the Customer's behalf in a central bank, another credit institution or a bank licensed in a third country outside the EEA, or in recognised cash management money market funds, are held in accounts separately from any other accounts used to hold funds belonging to the Bank,
- f establishes organisational arrangements to minimise the risk of loss or reduction of the Customer's Financial Instruments or the rights relating to them, arising from misuse, fraud, mismanagement, incomplete record-keeping or negligence.

- 9.7. The Bank may deposit Financial Instruments held on behalf of a Customer in an account or accounts opened in a third party, acting with due diligence in the selection and monitoring of such third party and in accordance with the arrangements governing the custody of Financial Instruments.
- 9.8. The Bank deposits the Customer's Financial Instruments in a third party established in a country outside the EEA only if, in that country, such third party is subject to a regulatory framework and supervision in relation to the holding and custody of Financial Instruments.
- 9.9. The Bank is entitled to refuse the provision services in relation to Financial Instruments to Customers who are tax residents of other countries.
- 9.10. For the Bank's services and products not referred to in the GTBTs, such as, indicatively, loans, safe deposit boxes, credit facilities, letters of guarantee, intermediation services and the provision of investment services in Financial Instruments, Specific Terms and conditions shall apply in addition to the GTBTs.



10. Processing of Personal Data

- 10.1. The Bank, as Data Controller, processes the Customer's personal data in accordance with the applicable European and national legal framework.

The Customer declares that they have been informed about the processing of their personal data and have taken note of the contents of the document **"The Information of Customers of Optima bank S.A. on the Processing of Personal Data in accordance with the General Data Protection Regulation (GDPR)"**, which is provided at the start of the banking relationship and is permanently posted on the Bank's website and available at its Branches.

- 10.2. The Customer grants their consent in cases where such consent constitutes a condition for processing, in accordance with the General Data Protection Regulation (EU) 2016/679 and the relevant national legislation. The Customer is also informed of the right to withdraw their consent at any time by contacting the Bank by any appropriate means.



11. Use of Artificial Intelligence (AI)

- 11.1. Within its operations and depending on its needs and procedures, the Bank may use automated digital tools, technologies, applications and Artificial Intelligence systems, including Generative Artificial Intelligence systems (jointly, **"AI Systems"**), for the automation of procedures or/and the improvement of Customer service, in accordance with the Artificial Intelligence Regulation (EU) 2024/1689 and the General Data Protection Regulation (EU) 2016/679 or/and any other relevant provisions, as applicable from time to time.

- 11.2. The Bank's use of AI Systems is carried out transparently, in a socially responsible manner and with respect for the Customer's fundamental rights and the principles of proper use of technology, such as, indicatively, the principle of equity and inclusion.
- 11.3. The Bank informs the Customer, in accordance with the applicable institutional framework and its policy, about the use of and interaction with AI Systems. Any information or response provided by AI Systems does not constitute a proposal, recommendation, commitment or advice for the provision of the Bank's products or services. The Bank's decisions are made in line with its relevant procedures, with human intervention.
- 11.4. The Customer shall make proper use of AI Systems. Indicatively, the Customer shall not enter false or misleading information, third-party personal data without permission, or sensitive personal data other than any data specifically requested by the Bank. The Customer is solely responsible for the accuracy of the information provided.
- 11.5. The Bank is not liable for any inaccuracies, omissions or errors in content generated by AI Systems, where such systems are used for informational purposes.
- 11.6. The Bank has the right to amend or suspend the operation of AI Systems for reasons of compliance, security or protection of the Customer.

12. Jurisdiction – Applicable Law

- 12.1. The General Terms and any contractual relationship with the Bank are governed exclusively by **Greek law**.
- 12.2. The place of provision of the Bank's services is Greece.
- 12.3. For any dispute relating to the GTBTs, the courts of Athens shall have joint jurisdiction together with any other courts which are competent under the law, unless otherwise agreed in Specific Terms or otherwise provided by mandatory legal provision.