

CONTRACT FOR THE PROVISION OF BANKING SERVICES THROUGH DIGITAL SYSTEMS

The societe anonyme under the trade name ATTICA BANK BANKING SOCIETE ANONYME, having its registered seat in Athens 23 Omirou street, ZIP Code 10672, with tax registration number 094014170 of the FAE Athens Tax Office, with general commercial registry number 00025501000, hereinafter referred to as “the Bank” and on the other hand the counterparty hereinafter referred to as “the Client”,

mutually agree and accept the following:

1. OBJECT

1.1. The Bank provides to the Client, at his request, e-banking information and financial transaction services and handling actions from a distance with the use of advanced technology and the most modernized and suitable methods and infrastructure, with the use of a private computer, telephone and/or any other suitable device which the Bank may indicate and the Internet, as these are described on the Bank’s website and the present, are governed by them and will be hereinafter referred to as Digital Services Systems. Digital Services Systems shall hereinafter mean the e-Banking System, the mobile banking system and/or any other system which the Bank may develop and make available in the future.

1.2. The information services which the Bank may provide to the Client, as well as the handling and financial transactions, which the latter may conduct through the Digital Services System, as defined above, are specified on the Bank’s website and indicatively today include the following:

- Provision of information in relation to the Client’s bank accounts (product category, branch, bank account number and balance), which he holds with the Bank and have been connected and are operated through the Bank’s Digital Services Systems (and which will be hereinafter referred to as the pre-declared accounts), the movement thereof, their balances etc., for a period of no more than three months prior to each respective date.
- Transfer of money in Euro between pre-declared accounts of the Client which are held with the Bank
- Transfer of money in Euro between pre-declared accounts which are held in the Bank, by charging the Client’s account and respectively crediting the account of a third party. The Client may set a maximum limit to the amount which may be credited to third party accounts.
- Remittance of credit to an account: Transfer of money in Euro, by charging the Client’s pre-declared account, which is held with the Bank, and respectively crediting an account, which is held with another Bank in Greece, and which is integrated in the DIAS TRANSFER System.
- Remittance in cash: Order for charging the pre-declared account of the Client and provision in cash in Euro to any third party, at any Branch of the Bank or another Bank in Greece, which is integrated in the DIAS TRANSFER System.

- Handling of safety measures (change of password, activation or deactivation of additional one-time password, etc.)
- Payment of VAT, Social Security Contributions (EFKA (former IKA or OAEE) and TSAY), searches and withdrawals thereof.
- Standing orders for the payment of utility services bills, such as OTE, DEI, EYDAP, EFKA, through the DIASDEBIT System, searches and withdrawals thereof.
- Payments of annual social security contributions of TSMEDE (six-month social security contributions, payment of settlement or arrangement installments etc.) through standing orders.
- Payment of the VISA Attica Bank credit cards
- Payment of credit cards issued by another bank (through DIAS TRANSFER)
- Application for the granting of a cheque book
- Charging of the Attica Prepaid Visa card
- Deactivation of the Attica Debit Visa card and the Attica Debit MasterCard card
- OnLine application for the issuance of the Attica Prepaid Visa card
- OnLine application for the issuance of the Attica Debit Visa card and the Attica Debit MasterCard card
- Information relating to Term Deposits and Repos (movements, account balance, expiration date, interest rate).

1.3.1. In case the Client chooses to conduct a transaction through another payment service provider, by using the Bank's Digital Services System, the Client, with the above option, simultaneously provides his consent and authorization to the Bank in order for the latter to provide the above mentioned provider with all the information necessary for the execution of the payment transaction. If the balance of the Client's account is insufficient for the execution of the transaction in its entirety including any expenses, it shall not be executed.

1.3.2. The use of the payment launch service on behalf of the Client by the provider of his choice, means that the Client accepts any risk and liability for the completion of the transaction through it and undertakes any expense for its use, which is implemented by the above stated provider of his choice. It is explicitly specified that the Bank does not enter into a contractual agreement with the third-party provider, nor does it undertake any contractual or non-contractual liability for any actions or omissions thereof.

1.4.1. The Client understands and acknowledges that the Digital Services Systems referenced in the present are constantly developing, subject to modifications and amendments without being solely dependent upon any current technology and to this end the Bank is entitled from time to time to modify its data and parameters, the requirements for the user's equipment, the methods and the identification and certification systems of the user, etc.

1.4.2. The Bank monitors the developments in technology and market conditions and adapts and / or enriches the services provided to the Client, through the Digital Services Systems, which

are mentioned in detail on its websites <https://digital.atticabank.gr> and www.atticabank.gr, which are constantly updated and the Client must regularly visit them for any updates.

2. ACCESS TO THE BANK'S DIGITAL SERVICES SYSTEMS

2.1. The above mentioned Digital Services Systems of the Bank, through which the above services under article 1 of the present are provided to the Client, as well as the ones that will be added in the future, constitute systems which allow the Client to provide and receive information and confidential bank data, which relate to him, the sending of requests and orders for the conduct of banking transactions from a distance and the execution of these requests and orders by the Bank.

2.2. Access and use of the possibilities of the Bank's Digital Services Systems is effected either through the Client's personal computer, which should be connected to the Internet, or through a compatible mobile phone which supports the necessary technology (smartphone) or any other device indicated by the Bank from time to time as mentioned on the Digital Services Systems' website, after the activation of the passwords for access thereto.

2.3. The Client's communication with each Digital Service System of the Bank and the possibility of conducting transactions, both administrative and financial, through it, shall be activated and completed through the combined use of the Client's ID, UserID and One Time Password:

The Client's ID or UserID is the sole code, which constitutes the Client's identity for his access to the Bank's Digital Services Systems.

The Client's secret Password is the password through which the Bank's Digital Services System identify the specific Client and permit entry for the receipt of informative services and the conduct of banking transactions, always in combination with the use of the Client's ID or UserID. Each Client's secret Password corresponds to only one natural person, which it identifies.

The One Time Password is the special eight (8) digit number, which is required for the completion of each of the Client's transactions, through the Bank's Digital Services System, it proves the Client's order for the execution of the specific transaction and confirms his intention to do so.

2.4.1. The above-mentioned Client's ID / UserID is provided to the Client upon registration in the Digital Services System from the Bank's branch, which the Client has selected upon registration with the service and is sent to by (SMS) on the mobile phone number the Client has declared to the Bank and the temporary secret Password of the Client is sent by e-mail to the e-mail address the Client has declared to the Bank.

2.4.2. Upon the Client's first access to the Digital Services Systems with the use of the above-mentioned Passwords, he is informed that his secret Password has expired and that he is required to change it with another password of his choice. During this process, it is recommended that the Client also changes his Client ID/UserID as well, for security reasons.

2.4.3. The above-mentioned changes are executed through the Systems, following the respective instructions and steps.

- 2.4.4.** The Client may choose, instead of the process described under article 2.4.1., to register with the Digital Services Systems online, without visiting a Bank's branch, following all the steps of the registration process described below:
- 2.4.4.1.** The Client shall visit the Bank's Digital Services Systems website <https://ebanking.atticabank.gr>, the homepage of which contains a prominent field titled "Attica e-banking Online Registration". When the Client selects "Attica e-banking Online Registration", the application (hereinafter referred to as "Application") for his online registration will start and instructions will appear on the screen on the prerequisites for the registration with the Digital Services Systems and the corresponding fields for entering of the requested data (tax registration number, ID card number, date of birth, mobile phone number and e-mail, bank account number or Attica Bank card number), which the Client must fill in for his identification.
- 2.4.4.2.** Upon entering of his data, as mentioned above, the Bank proceeds with his identification.
- 2.4.4.3.** If the identification is successful, the Client receives an initial confirmation code for his registration with the Bank's Digital Services System via a written message (SMS) on the mobile phone number registered with the Bank's records for that Client.
- 2.4.4.4.** Subsequently, the Client types the above-mentioned code in the "Verification Code" field of the screen displayed in the Application and, if verified, a second security code is sent to him to the e-mail address that he has declared to the Bank, which the Client enters in the corresponding "Verification Code" field of the respective screen displayed in the Application and a second verification follows.
- 2.4.4.5.** If the second code is also verified, the Client must enter into the corresponding fields his Client ID/UserID as well as his Password, which constitute his identity for entering into the Bank's Digital Services System. For the completion of his registration with the Bank's Digital Services System, the Client must be informed and he must electronically accept the Contract and the Terms of Use of the Bank's Digital Services Systems. By selecting "Acceptance of Terms" a window will appear allowing the Client to select and read the texts of the Contract and the Terms of Use. The Client may save on his personal computer the documents relating to the Contract and the Terms of Use of the System, which he accepted electronically.
- 2.5.1.** Complying with the requirements for the Client's strong identification, the One Time Password is produced and notified to the Client either through a written message (SMS) on the mobile phone number the Client has declared upon signing of the present and upon registration with the service (SMS Token), or through a suitable device of the Bank (Hardware token), which is provided for this purpose with the approval of the application for the registration and use of the Digital Services Systems and the execution of the present.
- 2.5.2.** The sending of the One Time Password by SMS on the Client's mobile phone device (SMS Token) may be activated after the entry of the Client in the Digital Services Systems:

- a) Upon confirmation of the mobile phone number which the Client has declared to the Bank during the registration procedure and which is held with the Central Systems of the Bank, following the indicated steps and instructions of each service provided through the Systems. Otherwise and in the event that the mobile phone number cannot be identified or does not systematically correspond to the initial number declared upon his registration, the Client must update his details, as well as his mobile phone number at which he wishes to receive the One Time Password by SMS, by visiting the closest branch of the Bank and submitting at the same time up-to-date and recent proof of his identity, documents as well as a mobile phone bill or a certificate from his mobile phone carrier or
- b) through the Bank's network of branches. In this case, upon request by the Client, the One Time Password shall be sent to the mobile phone number which has been confirmed by the Client and is filed with the Central Systems of the Bank, which the branch's employee must record on the screen of the transaction carried out for that purpose, so that the effected transaction and the activation procedure of the service may be successfully completed or
- c) through phone communication of the Client with the help desk of the Bank's Phone Customer Service and his order for activation thereof, either for the sending of One Time Passwords by SMS at the mobile phone (SMS Token), following the specified instructions and steps therein, or at the Bank's network of branches.
- 2.6.** Upon successful completion of the activation of the One Time Passwords generator device (Hardware token) or the sending of One Time Password by SMS at the mobile phone number which the Client has declared (SMS Token), according to the above (2.5.1 & 2.5.2), the Client may promptly conduct any transaction through the Bank's Digital Services Systems.
- 2.7.** The One Time Passwords, which are sent by SMS, are sent only once, are not reproduced in case of deletion and are not encrypted. The text messages (SMS) containing the One Time Passwords, which will be sent to the Client's mobile phone will mention Attica Bank as the sender and the Client will not be able to reply.
- 2.8.** The above hardware token shall be received by the Client at any branch of the Bank by paying any applicable charge, based on the Bank's business policy as in force, which will be notified to the Client upon submission of his application for its receipt and which will be constantly posted on the service's website. The Client undertakes and accepts the said charge, with the payment of which the device will be transferred to his ownership.
- 2.9.** The Client undertakes the obligation to use the above device, according to its agreed use and for the purpose for which it is exclusively destined, abstaining from any aimless or unconventional use thereof, ensuring its safekeeping and its non-exposure to any risk, as well as non-access and use thereof by any third party. Consequently, the Bank shall not be liable for any damage or deficiency of the device and shall not be obliged to deliver a new

one to the Client after the expiration of the guarantee of good performance, which will have a duration of one (1) year from the date of its activation, unless the Client pays any cost for its replacement.

- 2.10.1.** The Bank may, for the reasons mentioned below under article 6.1, whenever it deems necessary cancel the Client's device and replace it with a new one or deactivate the sending of One Time Passwords by SMS on the mobile phone device (SMS Token).
- 2.10.2.** By way analogy of the terms mentioned below under article 6.3, the Bank may temporarily suspend the provision of the One Time Passwords which are sent by SMS, due to modernization, updating, etc. of its infrastructure.
- 2.10.3.** In the cases mentioned above (2.10.1 and 2.10.3), the Bank shall notify the Client in the most appropriate way as it deems fit, unless this is prohibited by law, any order of any authority or goes against objective security reasons, without however being obliged to additionally announce the specific reasons of the suspension. If the reasons of suspension which do not relate to the Client cease to exist, the Bank may waive the suspension.
- 2.11.** In case the Client loses the above device and immediate communication with the Bank's Customer Service for the deactivation of the device as soon as possible is impossible for any technical reason, the Client shall be obliged to immediately change his secret Password on his own through the platform of the Bank's e-banking system. He has the same obligation in the event that he is unable to notify the Bank and submit an application for the cancellation of the above-mentioned device or the deactivation of the sending of the One Time Passwords by SMS on the mobile phone device (SMS Token) or the suspension of access to the Bank's Digital Services System for any reason, either by calling the help desk of the Bank's Phone Customer Service at the phone numbers 801-11-500900 (from a landline within Greece, with a charge of one urban unit) or 210-366900, or by filing a respective written application at any branch of the Bank's network.
- 2.12.** The sending of notifications by SMS is effected by the Bank automatically, so that the Client shall be obliged to: a) prohibit the use of the mobile phone device he has declared to the Bank by any third party, b) immediately inform the Bank of any interruption in the connection of his mobile phone or the change of his mobile phone number or any loss/modification of any data which could create conditions for the leakage to third parties of personal data sent through the Digital Services System, so that the Bank may proceed as soon as possible with the deactivation of its use by the Client.
- 2.13.** The Bank is unable to guarantee the confidentiality, the completeness or the prompt receipt of information contained in the messages received in case circumstances outside the Bank's control arise (e.g. such as fault of the Client's mobile service provider). Support for the service is provided by the help desk of the Bank's Phone Customer Service at the telephone numbers 801-11-500900 (from a landline within Greece, with a charge of one urban unit) or 210-366900.

2.14.1. The Client's UserID and secret Password identify the Client, constitute his personal identification passwords in the Bank's Digital Services Systems and in combination with the One Time Password are equivalent to and have the same legal consequences as those of his hand-written signature, ensuring a robust protection framework during the conduct of transactions. The above-mentioned Passwords constitute a strong identification of the Client and confirm his identity and intention to execute each transaction.

Thus, the Client accepts that the recordings which are shown in the Bank's Digital Services System constitute full proof for all of the messages and orders which have been sent, delivered and/or read by the Client, as well as their content, whilst counter evidence is permitted.

2.14.2. The Client is responsible for keeping the combination of the Client's UserID and Password secret and is obliged not to disclose them to any third party, write them down or keep them anywhere where any third party may have access to and especially his mobile phone, his computer or any other device through which he uses each Digital Services System.

2.14.3. The Client is aware that changing his secret password regularly is an important and necessary security measure, the implementation of which he must ensure.

2.14.4. The Client is obliged to ensure at any time that the use of the One Time Password is conducted only by himself, who bears the sole responsibility for the use of the above-mentioned One Time Password.

2.14.5. Whenever the Client suspects any leakage or loss of his passwords or theft/change of the number of the mobile phone device (SMS Token) to which the One Time Password is sent, he must immediately notify the Bank, through the Bank's Phone Customer Service at the telephone numbers 801-11-500900 (from a landline within Greece, with a charge of one urban unit) or 210-366900, so that he can immediately cancel the sending of the One Time Password by SMS on the mobile phone device (SMS Token).

2.14.6. It is explicitly specified that the Bank bears no liability for any action or task executed using the above-mentioned Passwords prior to the Client's declaration of loss or leakage and the action or task shall be considered to have been performed by the Client and shall be exclusively borne by the Client.

3. ACCESS OF LEGAL ENTITIES TO THE BANK'S DIGITAL SERVICES SYSTEMS

3.1. If the Client is a legal entity it may designate one or more natural persons, who will act in his name and on his behalf and who shall be hereinafter referred to as the "Users". In this case, the Client shall state in the application which he will address to the Bank for access and use of the Bank's Digital Services Systems, the name of each User, his mobile phone number, his e-mail address and the specific usage possibilities which it wishes to provide to every User, simultaneously providing the Bank with the necessary legal documents, proving their lawful designation.

- 3.2. The Client shall select according to his own criteria and at his sole responsibility the Users-natural persons to which he will deliver the UserIDs and the secret Passwords and to which he will permit the use of the One Time Password, with which they will conduct transactions in his name and on his behalf, binding him.
- 3.3. The Client explicitly acknowledges that the Users of the Digital Services Systems authorized by him shall act and carry out transactions under his name and on his behalf, irrevocably accepting and deeming all transactions which will be carried out by the Users, which he designated, as valid, lawful, powerful and binding for him, unconditionally accepting full liability for their actions and omissions.
- 3.4. Access to and use of the Bank's Digital Services Systems by the above lawfully authorized Users is valid until written proof of revocation of the said User by the Client and/or the said use, as described below, who shall be obliged in any case to compensate the Bank for any damage the latter may incur, as a result of any failure to inform it.
- 3.5. The Client must immediately notify the Bank in case of revocation of the authorization of the User who carries out transactions in his name and on his behalf. The Client acknowledges and accepts that the authorization granted is valid until it is revoked or ceased with the written notification which will be served to the Bank. Until the above written notification to the Bank, the Bank bears no liability for the use of the above portal by the said third party.
- 3.6. Each User registers with the Bank's Digital Services System and receives the above-mentioned (3.2) Passwords with which he has access to the Bank's Digital Services Systems for conducting transactions, as mentioned above under article 2 which is applied accordingly in this case too.
- 3.7. The security requirements of the above-mentioned Passwords for the Bank's Digital Services Systems and the conducting transactions through them, mentioned under article 2.15 above, apply to the Client – legal entity and each of its Users individually.
- 3.8. Notwithstanding the foregoing, in the present Contract the term Client also includes the legal entity, as well as the User designated by the Client – legal entity.

4. ORDERS OF THE CLIENT AND EXECUTION THEREOF

- 4.1. The Bank does not guarantee the execution of all of the Client's orders and therefore bears no liability in any case and neither in the indicative cases referred to below:
 - 4.1.1. In any case where the Bank's Digital Services Systems do not permit the Client to complete the procedure he wishes for any reason.
 - 4.1.2. If the balance in the Client's pre-declared bank account(s) is insufficient for the execution of the transactions required or the amount of the said transactions, including any expenses, third party fees, etc., exceeds the limit set by the Client.

- 4.1.3. If the Client's pre-declared bank account(s) has/have closed for whatever reason or has/have been forfeited by any body or authority, pursuant to the provisions of the respective legislation, including the legislation against money laundering and the financing of terrorism or which has/have been seized etc.
- 4.1.4. If the Client's bank account is not subject to the accounts which are referenced and analyzed on the website of the Digital Services Systems (Terms of Use).
- 4.1.5. If the Bank's website is temporarily out of order or if telecommunication access is not possible.
- 4.1.6. If the Bank is unable to execute the Client's order due to force majeure events which could not have been foreseen or are outside of the Bank's sphere of influence.

- 4.2. If the Client gives a wrong order or wrong details to the Bank, the Bank shall in no case be held liable for any damage which the Client may incur, which shall be borne entirely by him. In any case where the Client gives an order for the crediting of the account of a third party through the transfer of money or any other transaction, if the Client identifies after its completion that the transaction was executed wrongly or the wrong details were given, he must immediately notify the Bank and request its reversal, which will be executed only if the third party beneficiary of the account which was credited consents to the equal charge of his account.

- 4.3. The Bank bears no liability for the failure to execute the transfer of remittance or capital either due to failure to identify the beneficiary, or due to the actions or omissions of other financial institutions (recipients of the transfer of remittances or funds).

- 4.4. The Bank reserves the right and is entitled to set limits on the amounts, the types or the numbers of orders transmitted, primarily for the security of transactions and the Client.

- 4.5. The Bank reserves the right to request from the Client to send the order for the execution of any transaction in writing or through any other means it deems appropriate, especially for the verification of the principal's identity and the authorization of the transaction for the security of the Client and of the transactions.

- 4.6. If the Client's order is transmitted on a non-business day and hour for the Bank, the order shall be deemed to have been transmitted the next consecutive business day.

- 4.7. For the security of transactions and of the Client, the Bank has set as a maximum time limit for the users stay in the Digital Services Systems, upon the lapse of which and if the transaction has not been completed, the user is automatically disconnected from it. In the event that the Client makes more than three (3) failed entry attempts, its use is temporarily suspended and is reactivated upon relevant identification of the Client upon contacting the help desk of the Bank's Phone Customer Service at the telephone numbers 801-11-500900 (from a landline within Greece with a charge of one urban unit) or 210-3669000.

5. TIME LIMITATIONS ON THE USE OF THE BANK'S DIGITAL SERVICES SYSTEMS

- 5.1. The Bank's Digital Services Systems are available to the Clients who have access to them, as mentioned above, within the time limits of business day (cut off times), as applicable, and are available on the Bank's website www.atticabank.gr.
- 5.2. The Bank reserves the right to modify the days and hours during which the Client will be able to use the Digital Services Systems (e.g. due to already known upgrading works), by informing the Clients in any appropriate way.

6. SUSPENSION, INTERRUPTION OR ABOLISHMENT OF ACCESS

- 6.1. The Bank may at any time suspend, interrupt or abolish the Client's ability to access the Digital Services Systems or amend the terms of the present, without prior notification to the Client, for reasonable at its sole discretion reasons, indicatively a) for the security of the Systems', the data transmitted through them and the subsequent transactions, b) in the event of elimination or closing of all of the bank accounts the Client holds with the Bank, c) if there are suspicions of conduct of fraudulent transactions on his part and/or non-contractual behavior, including money laundering and financing terrorist acts, d) upon a respective request of any Public Authority, e) in any case the Client breaches any of the provisions of the present or any contract of the Bank for the provision of products or services relating to the present and f) in case of maintenance or upgrading of its systems.
- 6.2. In any case of suspension, interruption or abolishment of the Client's ability to access the Digital Services Systems, as mentioned above, the Bank must notify the Client accordingly, in any appropriate way, either prior or if this is not possible immediately after, unless such notification goes against objective security reasons or is prohibited by law. In any case that the reasons for suspension or interruption, which are not related to the Client, cease to exist, the Bank shall restore access to the Digital Services Systems.
- 6.3. In the event of a programmed temporary suspension of one or more Digital Services Systems (e.g. due to already known upgrading works), the Client shall receive an informative message for the inability to use them, with a respective indication to contact the help desk of the Bank's Phone Customer Service at the telephone numbers 801-11-500900 (from a landline within Greece with a charge of one urban unit) or 210-3669000 for further information and any required actions for lifting the suspension.
- 6.4. The Client acknowledges that the Bank shall not bear any liability towards him for any suspension, interruption, cancellation or modification of the access and use of the Digital Services Systems.

7. OBLIGATIONS OF THE CLIENT

- 7.1. The Client shall be obliged to install on his computer the latest, compatible with the Bank's systems, updated versions of programs, software, antiviruses and related computer data protection programs (antivirus programs, antispyware, etc.) and shall in no event save

therein unrecognized programs or programs without a lawful license for the said installation. The Client shall also be obliged to already be aware of the operation of the electronic systems which he holds and uses.

- 7.2. The Client is obliged to act, follow and to implement with full diligence all of the indicated security measures in order to prevent any unconventional or unlawful use of the System and his passwords by other authorized or non-authorized users and shall be held liable for any damage which the Bank may incur due to misuse of the Digital Services Systems by him or malfunction of his personal equipment and software.
- 7.3. The Client shall be obliged to conduct the transactions according to the Bank's instructions, as these are referenced in the present and on its website, taking into consideration that relevant information for each transaction is provided. More specifically, he shall follow the security instructions for the provision of services, transactions and the network with due care and he explicitly accepts that any omission and/or failure on his part to comply with the recommended security procedures may have as a consequence the breach of confidentiality of information relating to him and the execution of transactions by third parties which have not been authorized by him, for which the Bank bears no liability.
- 7.4. The Client declares that all information which will be provided by him (or the Users he has designated if he is a legal entity) is true and accurate and assumes the responsibility to record absolutely clear, complete and accurate orders, pursuant to the terms and conditions of the present contract. The Bank upon the condition of verification of the passwords and the One Time Password of the Client, is not obliged to carry out verification controls or checks of the accuracy of the details provided.
- 7.5. The Client has no right to revoke and/or modify any order transmitted to the Bank with the use of the UserID, the Password and One Time Password where required.
- 7.6. The Client states that he is aware of the fact that in the present stage of technological development the transmission of information through the Internet and telecommunications network may entail risks of malicious interception or distortion of data, passwords or the Client's orders by non-authorized third parties and the Client fully assumes these risks as an inherent part of these transactions.
- 7.7. The Client also bears the risk and the liability for errors relating to the operation of the Internet and the telecommunication networks, which have as a consequence the destruction or distortion of the content of the electronic orders, the electronic notification or other information which he receives through the Systems.
- 7.8. The Client accepts that the use of the Systems for the conduct of transactions entails the charging of his corresponding bank accounts that he selects each time, through the Internet, within the applicable limits for each one of them as set either by the Bank or by the Client.

- 7.9. The Client shall be held liable towards the Bank for any illegal use or unconventional behavior or omission or unfair acts on his behalf, of his representatives, the Users he has designated, other agents or any third party.

8. LIABILITY OF THE BANK

- 8.1. The Bank has taken all the appropriate measures for the security and protection of the System, as these are imposed by business practices. The Bank has also taken all the appropriate measures for keeping the information relating to the Client confidential and provides to the Client, through the Digital Services Systems' software, appropriate and suitable means for the noting and correcting of logical errors before the transmittance of an order thereto.
- 8.2. For the protection of the Client and the safeguarding of the confidentiality of his orders as well as the confidentiality of the data transferred, the Bank uses a high degree of encryption, an encryption protocol (today SSL128bi), which is certified by a specialized systems' security certification body.
The Bank reserves the right to increase the security procedures and to modify at any time the procedures for the Client's access to the Systems, and the Client must adapt at his own risk his equipment to the requirements arising from the above-mentioned modifications.
- 8.3. Even though the Bank undertakes the obligation to upgrade the protection systems and to install antivirus programs, it does not guarantee in practice, nor shall it be held liable even though it has exercised due care, for any breach of the confidentiality of information relating to the Client or the safe use of its network, etc. Furthermore, the Bank shall not be held liable for any damage which the Client may incur in case of interference or attempt of interference with the Bank's Digital Services Systems, as well as if any of them do not function, for reasons not attributable to gross negligence or willful intent of the Bank.
- 8.4. In any case the Bank shall be held liable toward the Client, the liability of which may not exceed the value of the specific transaction and only for any positive damage which may be incurred by him, which is attributable to gross negligence or willful intent of the Bank's employees, excluding any other liability, such as liability for actions and omissions of third parties, the Client and the Users he has designated. In any case the Bank shall not be held liable for any consequential damages or loss of profit of the Client for any other reason.
- 8.5. Apart from the above, the Bank shall not be held liable for any use of the Digital Services Systems, in breach of the law or social rules, including hacking. In these cases, despite any criminal and/or civil liability of the Client or the Users he has designated, if he is a legal entity or any third party (hacker, etc.) the present shall be terminated immediately without prior notification of the Client.
- 8.6. The Bank shall not be held liable against the Client or his representatives or the Users he designated if he is a legal entity, or his employees or his agents or any third party related to

the Client in any way, for any harm, positive damage, or loss of profit or delay, as a result of any event which constitutes an act of force majeure and renders the execution of all or part of its contractual obligations impossible or particularly burdensome.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1.** The Client acknowledges that by virtue of the present he is granted the non-exclusive and unassignable license for the use of the software which the Bank grants to him for the use of the Bank's Digital Services System and that he is in no event entitled to use the intellectual or industrial property of the Bank after the termination of the present in any way.
- 9.2.** The Client is obliged to make good use of the Bank's Digital Services Systems, according to the terms of the present and the law.
The saving, reproduction or alteration or any use of the Digital Services Systems by the Client for a different purpose than that which is specifically described in the present is prohibited.
- 9.3.** The Client is obliged to restore any damage of the Bank and to pay any amount which the Bank may be obliged to pay, by virtue of a court judgement or not (including court and legal fees), due to breach of intellectual property rights or misuse or unlawful use of the services of the present contract.

10. CONFIDENTIALITY

- 10.1.** The information provided to the Bank by the Client in the context of the present is secret and confidential and the Bank shall use this information relating to the Client, only to the extent necessary in the framework of services provided for the execution of the present.
- 10.2.** The Bank discloses information relating to the Client in all cases provided for or imposed by law or public authority or when a need arises to protect the Bank's rights and interests.
- 10.3.** It is specifically noted that every third company co-operating with the Bank to which the implementation and the provision of some of the services of the Digital Services System may be assigned, such as the upgrading of the e-Banking system, complies with all the obligations and terms referenced in the Act of the Governor of the Bank of Greece under no. 2577/2006 on the one hand, and shall only receive the data and facts which are necessary for the fulfilment of their obligations on the other hand, without having access to or knowledge of the bank accounts held, the cards and in general the products the Client holds with the Bank or of the transaction which he conducts.

11. PROTECTION OF PERSONAL DATA

The Bank holds an electronic or physical record and processes the Client's personal data which he provided in the context of the present or will result from its operation and execution, as defined in

the notice on the processing of personal data, which is provided to the Client and is permanently posted on the Bank's website.

12. TERM - TERMINATION

The duration of the present is indefinite and may be terminated in writing any time and without prior notification by any party. The above-mentioned termination has as a result the termination of the contract from the receipt of the relevant written notification by the counterparty and the Client's access to the Bank's Digital Services Systems shall cease from the next day of the receipt of the termination notice by the counterparty.

13. PROBATORY FORCE

13.1. The orders sent via the Electronic Networks, pursuant to the terms of the present contract, are recognized as valid, binding and powerful and deriving from the Client and the Client will be unable to dispute them even if they are not in writing and have not been signed by hand.

13.1.1. Transfer of money to and from an account as well as any charges, fees, commissions or expenses of the Bank for transactions of the Client and claims against the Client, are recorded in the business books of the Bank, as these are kept (in writing or electronically) and which constitute full proof of their content, whilst counterevidence is permitted.

13.1.2. Consequently, the Client acknowledges and accepts that the copies and the excerpts which will be extracted from the above-mentioned business books of the Bank, constitute full proof of the transaction and the Bank's claim from this contract, whilst counterevidence is permitted.

13.3. It is explicitly clarified that the Client unconditionally accepts that the print outs of the Client, regarding the receipt of information or the transmission and execution of orders, monetary transactions, etc., through the Bank's Digital Services System constitute indicative data and not evidence.

14. CHARGE FOR THE PROVISION OF THE SERVICE

14.1. The Bank shall not burden the Client with any charge for the use of the Digital Services Systems on his part, excluding the conduct of certain specific transactions, for which he will be burdened with the consideration foreseen, by charging his pre-declared account,

according to the Bank's pricing policy as in force, which is posted on its website and in particular in the selection "Special Terms for the Conduct of Business Transactions".

- 14.2. The Client is burdened and shall pay by charging his pre-declared account for the conduct of certain monetary transactions, third-party fees (e.g. for the execution of transactions through the System DIAS CREDIT TRANSFER). These particular transactions and each specific charge for their conduct shall be recorded analytically in the Bank's Price List, which is posted on its website and bears the title "Special Terms for the Conduct of Business Transactions". It is explicitly agreed that the Bank shall not be held liable for the accuracy of these updates or their validity.
- 14.3. The Bank reserves the right to re-determine its pricing policy and to impose a respective charge for the use of the Digital Services System by the Client or the conduct of specific transactions through them, upon prior respective notification at least thirty (30) days prior to its imposition.
- 14.4. The Client states that he gained knowledge of the Bank's Price List as in force, which he accepts, and he also acknowledges and accepts the Bank's right to readjust it, irrevocably authorizing the Bank to charge his accounts with the cost of conduct of the specific transactions through the Bank's Digital Services Systems.
- 14.5. The Client himself undertakes the cost for the purchase and use of the equipment required for the access and the use of the Bank's Digital Services Systems.

15. COMMUNICATION BETWEEN THE PARTIES

- 15.1. Due to the nature and the particularity of the means which are required for the completion of the electronic conduct of transactions, the parties hereby specify as communication means, beyond telephone, fax etc., unless otherwise provided by the present, the following means:
 - a) The Bank may communicate with the Client through notifications posted on its website or by sending a personal message to his e-mail address or by sending the documents at the Client's last declared address.
 - b) The Client may contact the Bank through the Phone Customer Service (HelpDesk) or through each Digital Services System of the Bank or via e-mail, which is referenced on the Bank's website.
- 15.2. The Client is obliged to notify the Bank in writing without delay regarding any change in his postal and e-mail address and/or his mobile phone number. It is specifically agreed that the last declared postal or e-mail address shall be deemed as the Client's lawful address, where all documents according to the present shall be served or the messages shall be sent and the Client shall not be able to object.
- 15.3. The Client acknowledges and accepts unconditionally that by signing the Bank's General Terms of Transactions and the present contract, he irrevocably authorizes the Bank to use

his e-mail address, which he has declared upon his registration with the Digital Services Systems or in the context of any transactional relationship with the Bank in order for the Bank to inform him of issues concerning the above-mentioned Systems, indicatively and not restrictively, the issuance of deposit statements or credit card statements, the issuance of electronic updates (alerts), as well as his general transactional relationship with the Bank.

16. FINAL TERMS

- 16.1.** The registration of the Client with the Digital Services Systems and their use thereafter, indicates the unconditional acceptance of the terms of the present on his part, which supplement and specify the Bank's General Terms of Transactions and constitute an integral part thereof. In the event of contradiction between the terms of the present and the General Terms of Transactions, the present shall prevail as being more specific.
- 16.2.** It is agreed that all the terms of the present are material. The invalidity or voidability of any term of the present agreement shall not have any effect on the validity of the remaining terms. The amendment of one or more terms by the Bank is possible, either in writing, or by posting on the Bank's website. If due to a new law or an amendment of the legal framework one or more terms are in breach thereof, they shall be revised by the Bank and shall come into effect so that they may be compliant with the existing legal framework, without the validity of the rest of the terms or in general the contractual relationship between the Client and the Bank being affected.
- 16.3.** The present contract amends and replaces the terms of any prior contracts between the Bank and the Client in relation to the access and use of the e-banking System. Specifically, for the conduct of transactions for which strong identification of the Client is required, with the introduction of an additional security password, as mentioned above under article 2.7, the ability to gain that unique password from the written list TAN, which the Client, who is already a user of the Bank's e-banking services, received from the Bank's branch and included an analytical list of One Time Passwords, is abolished. The One Time Passwords are now produced and notified to the Client, as defined analytically under articles 2.5.1 and 2.5.2 above. The use of the services which are provided in the present contract by the Client requires the prior fulfilment on his behalf of any formalities and conditions which are provided for in the existing legal framework or are set by the Bank.
- 16.4.** Given that the provision of financial credit services from a distance and the encryption of communication through the electronic networks is administered differently in every country and the website and the i-mode portal which the Bank uses for the execution of the services mentioned in the present, are accessible from any country in the world, the Client is obliged to be aware of and comply with Greek law concerning the provision of financial credit services from a distance and the encryption of communications through electronic networks and accepts that Greek law shall govern the execution of the present contract and each action and transaction which is effected by the Client, even in the case where the order is transmitted abroad.

- 16.5.** The Courts of Athens shall be the competent courts for the settlement of any disputes which may arise between the Client and the Bank from the present contract. However, the Bank may at its sole discretion choose to file any claims against the Client either with the Courts of Athens or the courts of the place of the Client's general jurisdiction.
- 16.6.** The application of the Client for his registration with the Bank's Digital Services Systems, as may be amended and in force, constitutes a whole and integral part of the present contract.
- 16.7.** The Client states that he is fully aware of the terms of use of the Digital Services Systems of Attica Bank and of all the relevant documents which are recorded in the relevant website of the Bank and declares that he fully comprehends and accepts them.
- 16.8.** The Client explicitly states and accepts that the transactions which he will conduct through the Bank's Digital Services Systems, will always be conducted within the limits and the procedures stipulated in the existing provisions of the legal framework.
- 16.9.** The Competent authority regarding the extrajudicial settlement of complaints shall be the General Secretariat of Commerce and Consumer Protection of the Ministry of Economy and Development, Kaningos Square, 101 81, Athens, (<http://www.1520.gov.gr/Epikoinonia>), the Hellenic Consumers' Ombudsman, 144, Alexandras Avenue, 114 71, Athens (www.synigoroskatanaloti.gr), the Hellenic Financial Mediator - Non-Profit Civil Organization for the Alternative Dispute Resolution (HFM-NPCOADR), 1, Massalias Street, 106 80, Athens (www.hobis.gr) and the Settlement Commissions provided for in article 11 of Law 2251/1994.
- 16.10.** The Competent Supervisory Authority for the application of the relevant banking legislation is the Bank of Greece (21, El. Venizelou Str., 102 50, Athens - www.bankofgreece.gr).
- 16.11.**

These terms were read, understood and accepted by the Client