



ATTICA BANK BANKING SOCIETE ANONYME

Contract No:

Ref. No:

User id:

CONTRACT FOR THE PROVISION OF BANKING SERVICES THROUGH DIGITAL SYSTEMS

In this day of and at the Branch of the Banking Societe Anonyme Attica Bank, **the following contracting parties,**
on the one hand 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, duly represented for the execution of the present **by** and, duly authorized for the execution hereof, hereinafter referred to as **"the Bank"**

and on the other hand

....., residing at, street, holder of the ID card under no., issued by..... with tax registration number of the Tax Office, hereinafter referred to as **"the Client"**,

Or in the case of a **legal** entity:

The company under the trade name, having its registered seat at, street, with tax registration number of the Tax Office and with general commercial registry number, duly represented by, by virtue of, which has been published in under number, hereinafter referred to as **"the Client"**,

mutually agree and accept the following:

1. OBJECT

1.1. The Bank provides the Client, who hereby accepts **e-banking information and financial transaction services and handling actions (submission of requests, orders etc.) from a distance with the use of previous technology and the most modernized and suitable methods and infrastructure**, with the use of a private computer and/or any other suitable device which the Bank may indicate from time to time and **the Internet**, as these are described from time to time on the Bank's website and the present, which will be hereinafter referred to as **Digital Services Systems**, pursuant to the terms and conditions of the present agreement. **Digital Services Systems** shall hereafter mean the e-Banking System, the mobile banking system and/or any other system which the Bank may develop and will be available in the future, through the telecommunications network and/or the Internet, together with the use of the private computer, mobile or land phone and/or any other suitable device which the Bank may indicate from time to time, as in force and posted on the Bank's website.

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, with the use of the suitable device as mentioned above and the Internet are specified by the Bank on its website and are indicatively today the following:

- Information in relation to the bank accounts of the Client (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 pre-declared accounts), the operation thereof, their balances etc., until three months prior to the current 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 of the Bank, by charging the Client's account and respectively crediting the account of a third party, which is held with the Bank. 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 pre-declared account of the Client and providing cash (EURO) to any third party at any branch of the Bank or 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 of cash (EURO) to any third party at any branch of the Bank or another Bank in Greece, and which is integrated in the DIAS TRANSFER System.
- Handling of safety measures (change of password, activation or deactivation of additional one-time password, etc.)
- Orders for the payment of VAT, Social Security Contributions (EFKA) (former IKA and OAEE), 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 [through standing orders (assignment, search, withdrawal)], 6 month social security contributions, payment of settlement installments or arrangement with Notification)
- Payment of social security contributions of TSAY
- Payment of the VISA Attica Bank credit card
- Payment of credit card issued by another bank (through DIAS TRANSFER)
- Application for the granting of a cheque book
- Charging of the gift card GIFT CARD VISA
- Deactivation of the debit card ATTICARD Extra Cash (Cash Card).
- Information relating to the data pertaining to Term Deposits and Repos data (movements, account balance, expiration date, interest rate).

1.3. The services which may be provided to the client through the Digital Services Systems, as indicatively mentioned in par. 1.2 above, may change constantly, based on the conditions and the needs of the market and are described as in force analytically, on the Bank's website and in the Digital Services System itself, which is updated constantly.

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, consist of a system which allows the Client to send 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. The Client understands and acknowledges that the Digital Services Systems referenced in the present are continuously developing, subject to modifications and amendments, without being exclusively dependent upon any current technology and to this extent the Bank is entitled to modify its data and parameters from time to time, such as the number and type of transactions carried out, the requirements for the user's equipment, the methods and the identification and certification systems of the user, etc.

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

2.4.1.1. The Bank may at any time suspend, interrupt or abolish the Client's ability to access the Digital Information Systems or amend the terms of the present, without prior notification to the Client, for safety reasons and for other reasonable at its sole discretion reasons or

causes, indicatively a) in the event of elimination or closing of all of the bank accounts the Client holds with the Bank, b) if there are suspicions of conduct of fraudulent transactions on his part and/or unlawful behavior, c) if there are suspicions against him for the crimes of money laundering and the financing of 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 f) for any reason at the discretion of the Bank. In this case, the suspension of the ability to access and use the Digital Services Systems bears the legal consequences of immediate and harmless termination of the present by the Bank.

2.4.1.2. The Bank, despite the reasons mentioned in the preceding paragraph 2.4.1.1 above, reserves the right to suspend the Client's access to the Digital Services Systems at any time and for reasons relating to the safety of their use, their maintenance, suspicion of unauthorized or wrongful use and finally in any case of reduction in the Client's financial ability and/or credibility, uncontractual behavior against the Bank or unlawful activity. In this case the Bank shall inform the Client in any appropriate way for this suspension, either before, or if this is not possible immediately after the suspension, unless the information contravenes objective safety reasons or is prohibited by law. In the event that the suspension reasons which relate to the Client cease to exist, the Bank shall lift the suspension.

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.

2.4.2. 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 numbers 801-11-500900 (with a land line within Greece with a charge of one urban unit) or 210-3669000 for further information and any required actions for lifting the suspension. In the event of a temporary suspension of each System due to extraordinary and unforeseeable events, the Bank shall notify the Client by any appropriate means as the case may be.

2.5. 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 mention in the application which he will address to the Bank for access and use of each Digital Services System, 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 client, simultaneously providing the Bank with the necessary legal documents, proving their lawful designation. Access to and use of each Digital Services System of the Bank by the above lawfully authorized users is valid until the 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 the omission to inform it. The Client explicitly acknowledges that the authorized by him users of the Digital Services Systems 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.

2.6. The Client's communication with each Digital Services System of the Bank through the Internet is activated with the insertion of the Client's Password and User ID. The conduct of transactions by the Client, both administrative and financial through each Digital Services System shall be activated and completed through the combined use of the Client's Password, UserID and One Time Password. **The Client's UserID** is the sole ID which constitutes the Client's identity for his entry in each Digital Services System of the Bank. **The Client's Password** is the password through which each Digital Services System of the Bank identifies the specific Client and permits entry for the receipt of informative services

and the conduct of banking transactions, always together with the use of the Client's Password or UserID.

The **One Time Password** is the special eight (8) digit number, which is required for the completion of the Client's e-transactions, through each Digital Services System of the Bank.

2.7.1. Complying with the requirements for the Client's strong identification, the One Time Password is produced and notified to the Client either through the Bank's Hardware token, which is provided for this purpose with the submission of the application for the registration and use of each Digital Services System, or by a written message (SMS) at the mobile phone device the Client has declared upon registration with the service (SMS token). The sending of the One Time Password by SMS at the Client's mobile phone device (SMS token) may be activated by the entry of the Client in each Digital Services System, upon confirmation of the mobile phone number which the Client has declared to the Bank during the registration procedure with each Digital Services System and is held with the Central Systems of the Bank, following the indicated steps and instructions of each System. Otherwise and in the event the mobile phone number cannot be identified or does not systemically correspond with the initial number declared upon his registration, the Client must update his details, as well as his mobile phone number at which he desires to receive the One Time Password by SMS, by visiting the closest branch of the Bank and submitting at the same time documents proving his identity. The activation of the sending of One Time Password by SMS at the SMS token may be done 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.

2.7.2. Upon successful completion of the activation of the Hardware token or the sending of One Time Password through SMS at the SMS Token which the Client has declared, according to the specified instructions of the Bank, the Client may promptly conduct any transaction through the Bank's Alternative Network systems.

2.7.3. The passwords, UserIDs and One Time Password are provided to the Client after the approval of his request for access to each Digital Services System of the Bank and the execution of the present, by the co-operative branch of the Bank.

2.7.4. Access to each Digital Services System through the above mentioned passwords and One Time Password is activated either through phone communication of the Client with the helpdesk of the Bank's Phone Customer Service and his order for activation thereof, either for the sending of One Time Passwords by SMS by SMS at the SMS Token through the e-banking Digital Services Systems, following the specified instructions and steps therein, or through the Bank's network of branches with the execution of the appropriate transaction.

2.7.5. 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.

2.7.6. 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 and unconventional use thereof, ensuring its safekeeping and its non-exposure to any danger, as well as non-access and use thereof by any third party. In this framework, 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.

2.7.7. The Bank may for security reasons at its sole discretion, whenever it deems necessary to cancel the Client's device and to replace it with a new one or to deactivate the sending of the One Time Password by SMS at the SMS Token.

2.7.8. In the event that the Client loses the above device and immediate communication, with the Bank's Customer Service for the deactivation of the device the soonest possible is impossible for any technical reason, the Client shall be obliged to change his 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 said device or the deactivation of the sending of the One Time Password by SMS at the SMS Token or the suspension of access to each Digital Services System of the Bank 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 filling a respective written declaration at any branch of the Bank's network.

2.7.9. The Client is informed and accepts that the One Time Password which is sent by SMS is sent only once, shall not be reproduced if it is deleted and is not encrypted. The SMS which contains the One Time Password, which is to be sent to the Client's mobile phone device, will bear as the indication of the sender the name Attica Bank, whilst the Client will be unable to respond to the message.

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 each Digital Services System, so that the Bank may proceed as soon as possible with the deactivation of its use by the Client.

2.7.10. The Bank is unable to guarantee the confidentiality, the completeness or the prompt receipt of information contained in the messages received in the event that 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 Customer Phone Banking Service at the telephone numbers 801-11-500900 (from a landline within Greece with a charge of one urban unit) or 210-3669000.

2.7.11. By analogy of the terms mentioned under par 2.4.2, the Bank may temporarily suspend the provision of the One Time Password which is sent by SMS, due to modernization and updating of the technological and/or telecommunications infrastructure or for security reasons and protection of the Client's transactions. In this case, the Bank may notify the Client in the most appropriate way as it deems fit, without however being obliged to additionally announce the specific reasons of the suspension. If the suspension reasons which do not relate to the Client cease to exist, the Bank may waive the suspension.

2.8. The Client's UserID and Password, personalize the Client and constitute his personal identification passwords in the Bank's Digital Services Systems and together 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.

In the framework of the adoption by the Bank of strong identification procedures of the Client, the One Time Password, regardless of the way in which it is produced, each constitute and prove the order of each specific client for the conduct of each electronic transaction effected through each Digital Services System of the Bank and confirms his identity and intention for the execution of the transaction (whether these are used by himself, or by users which he designated in the case of a legal entity).

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

2.9. The Client is obliged to secure at all times that the use of the One Time Password is conducted only by himself of the authorized users which he has designated in the event that he is a legal entity. In any case, the Client bears the sole responsibility for the use the above mentioned One Time password. Moreover, the Client must immediately notify the Bank in case of revocation of the authorization of his representative 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 a 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.

2.10. The Client acknowledges and unconditionally accepts that by signing the General Terms and Conditions of Banking Transactions, as well as the present contract, he irrevocably authorizes the Bank to use the e-mail address which he has declared for registering with each Digital Services System or in the framework of any contractual relationship with the Bank, so that the Bank is able to notify him on matters relating to the Digital Services Systems, including but not limited to the issuance of bank statements on the operations of his bank account or the respective bank statement for his credit card, the issuance of electronic notifications (alerts), as well as his general contractual relationship with the Bank.

2.11. 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 his mobile phone, his computer or any other device through which he uses each Digital Services System. In the event that he is a legal entity, he must ensure that his identification passwords which the users which he designated use for entry into the System shall not be disclosed or leaked to any third party.

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

Whenever the Client becomes aware of leakage/loss of his passwords or theft of/change of the number of his SMS Token to which the One Time Password is sent, he must immediately notify the help desk of the of the Bank's Customer Phone Banking Service at the telephone numbers 801-11-500900 (from a landline within Greece with a charge of one urban unit) or 210-3669000, so that he can immediately cancel the sending of the One Time Password by SMS at the SMS Token.

It is explicitly specified that the Bank bears no liability for any action or task executed etc., due to loss or leakage etc. of the above passwords and any such liability shall be exclusively borne by the Client.

2.12. The Password as well as the One Time Password corresponds exclusively to one natural person.

In the event that the Client is a legal entity and designates one or more users through which he will conduct the services provided by virtue of the present, he must not only declare in the application filed with the Bank the name of each user and the exact powers of use granted to each, but also to attach to the application the necessary legalization documents, which will prove their lawful designation, so that they may be provided with the respective password and granted access to the use of the One Time Password, so that he is able to conduct transactions through the said users. Moreover, he must inform the Bank of any change of the user which he has designated or in the powers granted to them, pursuant to

the terms of article 4 of the present, by submitting the appropriate legalization documents with the Bank. Otherwise, the Bank shall bear no liability.

The Client shall select according to his own criteria and at his sole responsibility the users-natural persons to which he will deliver the Passwords and to which he will grant access to for the use of the One Time Password, with which they will conduct transactions in his name and on his behalf.

3. ORDERS OF THE CLIENT AND EXECUTION THEREOF

3.1. Following the stipulations of par. 2.8. above regarding the information services which are provided to the Client through the Digital Services Systems, **the Client**, concerning the assignment and the execution of orders of payment, standing and non-standing, **explicitly states** upon execution of the present, accepting all possible risks, **that the combined use of the Client's Password and UserID**, which he received and determines the identity of the Client, **are equivalent to his signature** or to that of his legal representative or the Users which he designated, if he is a legal entity, **bearing the same results as a his handwritten signature**, regardless of its certification on behalf of the competent body and **constitute proof to the Bank that access to confidential banking information relating to the Client comes from himself** if he is a natural person or his legal representative or the users he designated if he is a legal entity.

Moreover, the Client explicitly states today upon execution of the present agreement, accepting all possible risks, **that the combined use of the password, the UserID and the One Time Password constitute proof to the bank that the orders for the execution of handling actions and financial transactions come from himself if he is a natural person or his legal representative or the users he designated if he is a legal entity and prove his respective intention.**

3.2. Today, with the signing of the present contract, the Client for the execution of the present and receipt of the Digital Services Systems offered, hereby irrevocably authorizes Attica Bank to provide him with all of the confidential information which relate to him, referred to under par. 1.2. after the combined use of the password and UserID which he received. He also irrevocably authorizes the Bank to immediately execute the orders transmitted to the Bank with the combined use of the password, the UserID and the One Time Password, for the execution of handling actions and financial transactions, in the framework of the present, **acknowledging that the receipt of the order by the Bank and the saving thereof in its electronic system constitutes full proof of the order. It is explicitly agreed between the parties that Attica Bank bears no liability for actions and transactions if these were not effected with the above combined use.**

3.3. 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:

- a. In any case where the Digital Services Systems do not permit the Client to complete the procedure he wishes for any reason.
- b. If the balance in the Client's bank account(s) is insufficient for whatever reason for the execution of the transactions required or the amount of the said transactions exceeds the limit set by the Client.
- c. If the Client's bank accounts(s) have closed for whatever reason or 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 have been seized etc.
- d. If the Client's bank account is not subject to the accounts which are referenced and analyzed on the website of each Digital Services System (Terms of Use).
- e. If the Bank's website is temporarily out of order or if telecommunication access is not possible.
- f. If the Bank is unable to execute the Client's orders due to force majeure events which could not have been foreseen.

3.4. The Bank reserves the right to change the days and times when the use of each Digital Services System will be provided to the Client (e.g. due to already known upgrading works),

informing the Clients by any appropriate means as the case may be. If the Client's order is transmitted on a non-business day for the Bank, the order shall be deemed to have been transmitted the next consecutive business day.

3.5. In the event that the Client gives a wrong order or gives 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 charging 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 that wrong details were given, he must immediately notify the Bank and request its reversal, if the third party beneficiary of the account which was credited does not accept the transaction and consents to the equal charge of his account.

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

3.7. The Bank reserves the right to request 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 transaction approved for the security of the Client and transactions.

3.8. For the security of transactions and the Client, the Bank has set as a maximum time limit for the users stay in the Digital Services System, 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 by contacting the help desk of the of the Bank's Customer Phone Banking Service at the telephone numbers 801-11-500900 (from a landline within Greece with a charge of one urban unit) or 210-3669000.

4. OBLIGATIONS OF THE CLIENT

4.1. 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 (antispymware, firewalls 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 also be obliged to already be aware of the operation of the electronic systems which he holds and uses.

4.2. 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 must incur due to misuse of each Digital Services System or malfunction of his personal equipment and software.

4.3. 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 account that relevant information for each transaction is provided. More specifically, he shall follow the safety instructions for the provision of services, transactions and the network with due care and he explicitly accepts that any omission and/or failure on the part of the Bank to comply with the recommended safety 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.

4.4. 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 (both himself, as well as the users he designated if he is a legal entity), absolutely clear, complete and accurate orders, pursuant to the terms and conditions of the present agreement. 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.

The Client has no right to revoke and/or modify any order transmitted to the Bank with the use of the passwords (password, UserID and One Time Password where required), excluding the cases referenced in the Bank's website.

4.5. If the Client is a legal entity, he specifically states that he has been incorporated and operates lawfully, that he has the power to enter into the present, that the legalization documents he has provided to the Bank accurately depict his legal status and that until the execution of the present agreement no change has taken place.

The Client is obliged to inform the Bank's branch where the present was signed, of every change in his legal status or his representation. In particular, he is obliged to notify any change in the powers of the persons he has designated as users.

These notifications bind the Bank only from the next business day of the day the Bank received the said notification signed by the person or persons who have legal power of representation, with the authorization documents attached. The notification is proven only with a receipt note and stamp of a copy of the notification document by the above mentioned branch of the Bank.

In any contrary with the above case, every transaction conducted and every action shall be deemed to come from the Client and the Bank shall bear no liability and obligation, if he, whilst having the capacity of a legal entity does not inform the Bank, as provided for in the present for the change, either in whole or in part of its legal status or its representation or in the designation of a user or in the powers it has granted to the designated users etc.

4.6. 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 unauthorized third parties and the Client fully assumes these risks as an inherent part of these transactions.

4.7. The Client accepts that the use of each System implies the conduct of transactions with the charge of his bank accounts through the internet, within the limits as set from time to time for each one of them, either by the Bank or the Client through the appropriate transaction of the Digital Services Systems.

4.8. 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 and or distortion of the content of the electronic orders of the electronic notification or other information which he receives through the Systems services.

4.9. 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, if he is a legal entity or other agents or any third party.

5. SPECIAL TERMS FOR THE TRANSFER OF CAPITAL

5.1. The Client declares (and on the account of the users he has designated, if he is a legal entity) that he is aware of the provisions of par. 6 of article 22 of Law 1599/86 concerning false solemn declarations and the penalties for breach thereof (incarceration), that he requests the execution of a remittance for the reason he mentions and that the details declared for the completion of the transaction are true, assuming full liability for the authenticity and the lawfulness of the transaction and the subjects of the said transaction.

5.2. The Bank bears no liability for effecting the transfer of the remittance or the capital, due to inability to identify the beneficiary or due to actions or omissions of other financial credit institutions (recipient of the transfer of remittance or capital).

6. LIABILITY OF THE BANK

6.1. The Bank has taken all the appropriate measures for the security and protection of the System, as these are imposed by trading practices. The Bank has also taken all the appropriate measures for keeping the information relating to the Client confidential. Even though the Bank has undertaken 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.

The Bank is obliged to provide at the disposal of the Client, through the software of the Digital Services System, appropriate and suitable means for the noting and the correction of logical errors before the transmittance of an order thereto.

Furthermore, the Bank shall not be held liable for any damage which the Client may incur in case of interference or attempt of interference in the 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.

6.2. In any case, the Bank shall be held liable towards 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 positive damages or loss of profit of the Client due to any reason or cause from which they arose.

6.3. Besides the above, the Bank shall not be held liable for any use of each Digital Services System, 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.

6.4. 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 is particularly burdensome.

7. INTELLECTUAL PROPERTY RIGHTS

7.1. The Client is obliged to make good use of each Digital Services System of the Bank, according to the terms of the present and the law.

The saving, reproduction or alteration or in any use of each Digital Services System by the Client for a different purpose than that which is specifically described in the present is prohibited.

The Client acknowledges that by virtue of the present he is granted the exclusive and unassignable license for the use of the software which the Bank grants to him for the use of each 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.

7.2. 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.

8. CONFIDENTIALITY

8.1. 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.

Indicatively, the Bank shall be entitled to disclose information relating to the Client in all cases provided for or imposed by law, when a need arises to protect the Bank's rights and when this information has been requested by a subsidiary or an affiliated company of the Bank, having a legal interest.

8.2.1. The Client grants through the present contract his consent for the processing and in particular the recording and saving in a file of the orders and other details relating to his transactions (both his own, as well as those of his representatives and the users he has designated if he is a legal entity), electronically. He hereby declares that he was informed prior to the execution of the present of the processing of his personal data by the Bank, its subsidiaries and any affiliated companies, the purpose of the processing, the receivers of the data, etc., pursuant to the stipulations of article 14 of the General Terms and Conditions of Banking Transactions, which apply additionally.

8.2.2. It is specifically noted that pursuant to the stipulations in par. 10.1 below, every third company co-operating with the Bank which the implementation and the provision of some of the services of the Digital Services System may be assigned to, such as the upgrading of the e-Banking system, complies with all of 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 fulfillment 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 etc.

9. TERM -TERMINATION

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

10. PROTECTION OF PERSONAL DATA

10.1. The Bank shall comply with the legal provisions on personal data protection. Regarding the Client's personal data, which the Bank may gain knowledge of, during the duration of the present or due to present and additionally to the stipulations on article 14 of the General Terms and Conditions of Banking Transactions, which the Client has irrevocably accepted, reaffirming with the present their complete and entire acceptance, as in force and which will be constantly posted on the Bank's website, **the Client additionally explicitly states the following, that he gives the Bank, its subsidiaries and the companies which the Bank selects to cooperate with his explicit consent for the lawful processing of his personal data and its transmittance** to companies cooperating with the Bank, with the exclusive purpose of the fulfillment of the obligation arising from the present contract, **that he was informed of the processing of his personal data**, which is conducted by the Bank, which may be conducted by its subsidiaries or companies cooperating with it, for the purpose of serving the needs and the obligations arising from the present contract, **that he acknowledges that his personal data is collected by the Bank (its subsidiaries and companies cooperating with it) in a fair and lawful manner** and that these are relevant, suitable and not more than those required each time, given the purposes of the contract, and finally,

that he gives the Bank his explicit consent for the transmittance and processing of his personal data, within the meaning of the law, in an interbank file of economic behavior data for the protection of credit and the restructuring of transactions.

10.2. The Client declares that he has been informed of his rights, i.e. that he is entitled to be informed in any suitable and clear manner of the identity of the representative of the processor of his personal data, the receivers of his personal data or the categories thereof, as well as the existence of the right to access his personal data, that he is entitled to have access by paying the amount set each time by the Personal Data Protection Authority to his personal data and which the Bank has and to receive information for all of this data, as well as their source of origin, the processing purposes, the receivers of his personal data or the categories thereof and the development of processing from the last update and finally, that he is entitled to file a written objection, by paying the amount set each time by the Personal Data Protection Authority, for the processing of his personal data, submitting a request for a particular action.

11. PROBATORY FORCE

11.1. 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.

The electronic files which the Bank holds have full probatory force regarding the services, the orders, the applications received through the Electronic Network and the Client's transactions with the Bank, where counterevidence is permitted.

11.2. Transfer of money to and from an account and of any charges, fees, commission – expenses of the Bank for transaction with the Client and claims against the Client, is recorded in the business books of the Bank, as these are kept as the case may be, which may also be kept with the Bank's computerized system.

11.3. In any case, including the cases above (11.1, 11.2), the Client acknowledges and accepts that the copies and the excerpts which will be extracted from the business books of the Bank mentioned above, constitute full proof of the transaction and the claims of the Bank from the contract, whilst counterevidence is permitted.

11.4. It is explicitly clarified that the Client unconditionally accepts that the print outs of the Client, regarding the receipt of information of the transmission and execution of monetary transaction orders etc., through each Digital Services System of the Bank do not constitute evidence of the completion of the transaction.

12. CHARGE FOR THE PROVISION OF THE SERVICE

12.1. The Bank shall not burden the Client with any charge for the use of each Digital Services System 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 business policy as in force, which is posted on its website and in particular in the selection "Special Terms for the Conduct of Business Transactions". Furthermore, the Client shall pay by charging his pre-declared account for the conduct of certain monetary transactions, the third-party fee (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 Transaction".

The Bank reserves the right to re-determine its pricing policy and to impose the respective charge for the use of each Digital Services System by the Client, upon prior respective notification at least thirty (30) days prior to its imposition.

12.2. 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 the conduct of the specific transactions through each Digital Services System.

12.3. The Client undertakes himself the cost for the purchase and use of the equipment required for the access and the use of the Digital Services System in the Bank.

13. COMMUNICATION BETWEEN THE PARTIES

13.1. 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., accept if 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 at 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.

13.2. The Client (both the natural person, as well as the legal entity) is obliged to notify the Bank in writing without delay regarding any change in his postal or 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 sent and the Client shall not be able to object.

14. FINAL TERMS

14.1. The registration of the Client in each Digital Services System and the use thereafter, implies the unconditional acceptance of the terms of the present on his part, which supplement and specify the General Terms and Conditions of Banking Transactions, and constitute an integral part thereof. In the event of contradiction between the terms of the present and the General Terms and Conditions of Banking Transactions, the present shall prevail as being more specific.

14.2. The Client states with the signing of the present that he authorizes the Bank, its subsidiaries and each natural person or legal entity which the Bank decides to cooperate with in the framework of the present agreement, to keep a record and to process each personal data and detail pertaining to the Client, the processing of which is required for the implementation of the present and the execution of the actions which are deemed necessary by the Bank for the collection of any claim deriving from the present contract.

14.3. For the Client's protection, securing the confidentiality of his orders and ensuring the secret transmission of data, the Bank uses high level encryption, protocol encryption SSL 128bit. The System has been certified by the company Verisign, which specializes in security matters.

The Bank reserves it right to increase the security procedures and to modify the Client's access procedures in the System at any time, who must on his own account adjust his equipment to the requirements of the said modifications.

14.4. 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 made 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 relationship between the Client and the Bank being affected.

14.5. The present agreement 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 additional identification of the Client is required as per par. 2.7, the ability to gain the unique password in the written list TAN, which the Client received by hand 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, exclusively through the Hardware token, either by the sending of an SMS at the Client's mobile phone device which he declared during his registration in the system (SMS token), pursuant to the specific stipulations referenced in the respective chapter of the present. The use of the services which are provided in the present agreement by the Client requires the prior fulfillment on his behalf of any formalities and conditions which are provided for in the existing legal framework or are set by the Bank.

14.6. 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 the **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.

14.7. 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 agreement. However, the Bank may at its sole discretion choose to file any claims against the Client either at the Courts of Athens or the courts of the place of the Client's general jurisdiction.

14.8. The application of the Client as may be amended and in force, constitutes a whole and integral part of the present contract.

14.9. The Client states that he is fully aware of the terms of use of the Digital Services Systems of Attica Bank and all of the relevant documents which are recorded in the relevant website of the Bank and declares that he fully accepts them.

14.10. The Client explicitly states and accepts that the transaction which he will conduct through the Digital Services System, will always be conducted within the limits and the procedures stipulated in the existing provisions of the legal framework.

In witness whereof, the present agreement was executed and signed in 2 identical copies, one for each party.

THE CONTRACTING PARTIES

FOR ATTICA BANK

FOR THE CLIENT

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