

## Terms of Use for Digital Services Systems, Attica e-banking & Attica Mobile of Attica Bank

### 1. General

1.1 Attica Bank Banking Societe Anonyme (hereinafter referred to as **“the Bank”**), provides to the Client the ability to proceed to transactions using Digital Services Systems, as Attica e-banking και Attica Mobile is, 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 (hereinafter referred to as ‘Digital Services Systems’)

1.2. Transactions and services supported by "Digital Services Systems" are referred specifically to the "Bank" website ([www.atticabank.gr](http://www.atticabank.gr)) and in case of a change (eg adding a new option, eventually removing the possibility to proceed to a transaction and/or use of services, etc.) shall be communicated to the Customer with a relevant announcement on the "Bank" website.

1.3. Current Terms, which are in force, as each time amended and posted on the Bank's website, are additional and do not substitute the Banking Services Agreement via the Bank's Digital Systems (hereinafter referred to as the "Agreement"), which the Customer must sign for the use of the "Digital Services Systems" or the General Terms for Transactions of the "Bank" (hereinafter referred to as "the GTT"), the terms and conditions of which (ie the "Agreement " and GTT" with the "Bank" through the "Digital Services Systems".

1.4. The "Bank" reserves the right to withdraw or modify the terms of use of the provided services through the "Digital Services Systems", the availability of which is not mandatory by the "Bank". In any case, the "Bank" reserves the right to determine and modify the type of transactions, the limit of them, the hours and the days that the Customer will be able to proceed through the Attica e-banking & Attica Mobile systems, e.t.c .

1.5. The use of "Digital Services Systems" requires Customer to accept unconditionally and completely the use of Cookies which are necessary for the operation of these systems, as described in the current Cookies Policy of the "Bank", which is posted on the Bank's website. The Customer, as candidate user of the services of "Digital Services Systems", must carefully read the current terms and the conditions they follow, accept them and also have to accept the General Terms of Transactions (hereinafter referred to as " GTT ") as each time are in force. In case of disagreement, the customer ought not to make

use of the above services, otherwise he is presumed to accept all the terms and give his consent.

1.6. The Terms of Use of "Digital Services Systems", as each time are in force, will always be readily available to users through a special link on the "Bank's" website ([www.atticabank.gr](http://www.atticabank.gr)). Customers should accept these terms also when registering in the "Digital Services Systems" of the "Bank", as well as prior to their first entry into the Digital Systems.

1.7. The "Bank" undertakes to execute correctly and promptly the Customer's orders as soon as they are received by its systems in accordance with the Client's execution instructions, without committing and guaranteeing the execution of all such orders. In the case of a future payment order where the payment execution date is a holiday, payment will be executed on the next business day in accordance with the Bank's working day or in case of an event of force majeure or canceling the operation of the electronic systems of the "Bank" for any reason or cause or non availability of the electronic systems of the recipient of the payment, for any reason or cause, the payment will be made the next day with s the end of the event.

1.8. The "Bank" does not take any responsibility due to the malfunctioning of the carrying telecommunications network, which does not fall within its own jurisdiction or control and may have a negative impact on the correct and promptly execution of transmitted orders. The Customer may not have access in Digital Systems and in case of telecommunication weaknesses and / or incidents of force majeure, or technical problems in the "Bank" system the "Bank" does not guarantee the Customer uninterrupted continuous access to them.

1.9. The "Bank" is not liable for any costs, damage or loss the Customer and / or any person incurs in case of interference or attempted interference in systems, non-operation due to force majeure, in which strike is included or for any reason, interruption of the work of the "Bank" personnel, damage or incomplete manufacture of the media used for their operation or relating to information which are not originated by the "Bank" as well as in any other case , that is not due to the negligence of the "Bank".

1.10. The "Bank" does not provide the equipment that is required for the access to its "Digital Services Systems" and the Customer pays for the cost of their purchase and use, as well as any expenses and taxes associated with them. Charges for the use of the mobile operator's network for Attica Mobile users also apply.

1.11. It is strictly forbidden to copy, distribute, send or retransmit by electronic or any other medium the revision or adaptation as well as the release and the presentation to the public of any material incorporated in the Attica e-banking & Attica Mobile

Services without the prior written permission of the Bank. This material constitutes and remains the intellectual property of the Bank.

1.12. Through the Attica e-banking & Attica Mobile systems of the "Bank", users may be able to navigate through links, hyperlinks, banners on third-party web sites, the content of which is formed by exclusive responsibility of those persons. The "Bank" is not responsible for the content and services of other websites to which refers through "links", hyperlinks or advertising banners, nor does guarantee their availability. Any problems that may arise during the visit / use of the Websites are referred to fall solely within the sphere of responsibility of the respective websites where you should address them. Referral to other sites is made to facilitate the users of the Beneficiary's Website and in no way creates any form of commitment for anyone.

1.13. The "Bank" does not charge the Customer with any charge for its use of the "Digital Systems Services", except for certain specific transactions for which it is charged the due fee, by automatically charging its linked / declared account , in accordance with the pricing policy of the "Bank", located on its website and in particular under the "Special Credit Terms " option. Furthermore, the Customer pays a third party's fee (for example, to execute transactions through the DIAS CREDIT TRANSFER system) by charging its associated / pre-registered account for certain money transactions. These specific transactions and the exact charge for their execution are recorded in the Bank's "Special Credit Terms ", which is on its website and is titled "Special Credit Terms ". The Bank reserves the right to redefine its pricing policy and to impose a charge for the use of the Digital System by the Customer, after prior notification of the Customer's account, thirty (30) days prior to its enforcement.

## **2. Procedure for access and use in "Digital Services Systems"**

2.1. Application : The candidate user of the "Digital Service Systems" must keep at least one (1) deposit account in the "Bank" and submit the required Application Form to the above "Bank" Systems. An application may be submitted electronically, via the Internet, in case that the system provides this possibility, following the steps and instructions indicated, or at one of the branches of the Bank's network. With the Application, the Customer is required to provide the Bank with all the information required for its identification, the deposit account details through which he will use the above services and in general all the information listed on the Application Form and occasionally requested by the "Bank". In case that the Customer is a legal entity, he may either: (a) assign one or more natural persons (users) who will have access to the Digital Systems on his behalf, stating at the same time the specific actions he wants to provide to each user (b) to legally define the master user. The master user is defined as the natural person (ie the legal representative or a third party, if provided by the legal person's statutes), who may assign further users within the number specified in the Registration Application. The "master user" will inform the "Bank" with the full name and other

information of the users as well as about the actions of using the "Digital Services Systems", which they will execute each of them. In case that the Customer's details are not updated, the Customer must submit the Application to one of the Branches of the Bank, together with all the required identification and legalization documents that will be requested. The "Bank" reserves the right to approve or not the applications submitted for the use of the services of "Digital Services Systems" in case that the information provided by the Customer is not accurate or sufficient or for any reason can not be controlled and as well as in the event of non-observance of its obligations towards the Bank or unlawful conduct, to indicative mention the above cases.

2.2. Agreement: After the approval of Customer's Application by the Bank, access to and use of these Banking Systems is provided through the implementing of the "Banking Service Agreement through Digital Systems", signed by the Customer at any Branch of the Bank he selects. Two (2) codes are then electronically sent to him: the Customer ID (username) and the Password, which allow him to access and use the "Digital Services Systems" of the "Bank" as well as to register to the One-Time Password Service via SMS sent to his mobile phone device for the purpose of executing self management and money transactions and also instructions for using the One-Time Use Service.

### **3. Secure Access to "Digital Services Systems"**

3.1. In particular, the sending of the "Access Codes" can be done electronically by sending the Customer's Username by SMS to the mobile phone number declared during the registration process and kept in the Bank's Central Systems and respectively by sending the Password to a text message to the e-mail address that is also kept in the Bank's Central Systems.

3.2. The "Access Codes" as well as the additional One Time Password where required, are activated either through the "Digital Services Systems" or by telephone contacting the Helpdesk of the "Bank" Telephone Customer Service at the following telephone numbers: 210-3669000 or 801-11-500900 (from a landline within Greece, charged by one urban unit).

3.3 With regard to secure access, in the "Digital Services Systems" the "Bank" provides the Customer with the ability to change the Customer's Username and Password by himself, whenever he considers it is necessary either through the systems Attica e-banking & Attica Mobile, or by contacting the Helpdesk of the "Bank" Telephone Customer Service at the following telephone numbers: 210-3669000 or 801-11-500900 (from a landline within Greece, charged by one urban unit).

3.4. In case that the Customer forgot or typed three (3) times in error the Password, the access to the Digital Systems will be automatically disabled and he can apply for

new Access Codes via the Helpdesk of the "Bank" Telephone Customer Service at the following telephone numbers: 210-3669000 or 801-11-500900

#### **4. Customer Responsibility**

4.1. Because of during the use of the Digital Services Systems the Customer is identified, both via the Username and Password and the One-Time Usage Codes, the use of which replace his signature, is a sole responsibility of the Customer to ensure the storage and privacy of its codes, as well as a sole responsibility is of ensuring that the use of the One-Used Codes only by the user or the users defined by him or by the master user or by the users defined by the latter, if any for a legal entity.

4.2.

The "Bank" is not responsible for any action or work done, etc., due to loss, leakage, theft or other action, etc. of the above "Access Codes" and the One-Time Codes, and each responsibility is addressed solely to the Customer, who knows and accepts that the combined use of the Username and Password and the One-Time IDs identifies his identity and:

- i. is equivalent to its signature (or with the signature of his legal representative or his users or the master user he defined or the users assigned by the latter if he is a legal entity), producing the same results as his signature by hand , and proves to the "Bank" that access to his private banking information comes from himself if he is a natural person (or his legal representative or the users assigned by him or the "master user" if the latter is a legal person),
- ii. proves to the "Bank" that the order for management and monetary transactions derives from him or its legal representative or the users it has assigned, or the "master user" he defined or the users assigned by the latter, if it is a legal entity and proves its own will.

4.3 The Customer, in any case, realizes that his code is leaked, he has to change immediately his Username and / or Password or disable the SMS Token service, whenever he considers it is necessary by calling the Customer Service Help Desk of the Bank at the following telephone numbers: 210-3669000 or 801-11-500900 (from a landline within Greece, charged by one urban unit). In the case of Legal Entities, the "Bank" should be notified promptly and in writing if the delegation of the representative or user, or "master user" or its assigned users, who act in the name and on behalf of him has been canceled.

#### **5. Bank Responsibility**

5.1 The Customer has no right to revoke or modify an order he has forwarded to the "Bank" using the Username and Password and the One-Time-Password Codes, unless this is allowed from banking practices and it is feasible, with the imposition of a financial burden, as a result of such a modification or recall for the Customer.

5.2. The "Bank" may not execute the Client's orders. The refusal to execute will be justified (eg inadequate balance to execute Client's orders, account pricing based on a court decision or decision of another authority, established inaccurate and incorrect information, etc.).

5.3. Each money transfer, carried out through the "Digital Services Systems" and any charges, fees, commissions and expenses of the "Bank", are included in the Bank's account statements and recorded in the Bank's Commercial Book, as these are kept to on a case-by-case basis, which can also be complied with by a computerized system. These account statements are exact copies of the Bank's commercial books. The Customer accepts the full probative value of the Bank's commercial books and computer systems relating to transactions through the "Digital Services Systems", as well as accepting the full probative value of the extracts and copies of them.

## **6. Transactions Execution**

6.1. The Customer accepts that when executing:

- a) standing orders, the details he / she inserts on the transaction screen, such as the debtor's name, insurer's name, payment/ direct debit code, are entered under his / her responsibility without the Bank's control.
- b) company-organization payments, details wherever it enters the transaction screen, such as the debtor's name, insurer's name, payment code or ID, transaction ID, employee and employer details, VAT ID, AMKA, the payment amount, are entered under his / her responsibility, without control of the "Bank".
- c) fund transfers from an account of his own to a third party account (wire transfers), payment code, payment amount, beneficiary's details, the "Bank", the payment store, are entered occasionally without any control of the "Bank".
- d) transfer of funds to financial institutions and / or payment service providers established in third countries provides unconditional consent to the transmission of personal data for the execution of such transactions.

6.2. It is expressly agreed that according to the terms and conditions of payment transactions through the services of Attica e-banking & Attica Mobile, the General Terms of Transactions are applied complementary and prevails, which are understood and accepted by the user of digital services and in particular for the Services Payments and Directive 2015/2366 / EU as incorporated into national law by Law 4537/2018, as amended and are in force.

6.3. Printing from the Customer, the details of a transaction or its ordering information, etc., is indicative and not proof. Full proof of the transaction, the "Bank's" request, etc., are the copies or extracts that will be extracted from the Bank's trading books.

6.4. The use by the Customer of mnemonic names to describe bank products, predetermined acceptable payments, credit card numbers, etc. is for his own use and is only offered for ease of use and memorization by him. The mnemonic names used by the Customer are indicative and not binding for the Bank, and the only data corresponding to that mnemonic description are the date and time when a relevant transaction is sent to the Bank.

## **7. Security – Access to the Attica Mobile System**

7.1. Attica Mobile may be installed on one or more devices (smartphone, tablet, or other device) as well as get connected to one or more mobile numbers. The execution of monetary transactions requires from the Customer to declare a mobile phone number in order the "Bank" to send him a confirmation code. The confirmation

code in combination with the device the Attica Mobile system is installed uniquely characterize the Customer and enhance transaction security. The mobile phone number will be used by the "Bank" to identify the user. In the case that the declared number is not registered in the Bank's systems, it retains the right to communicate with the Customer if this is necessary for such identification. For users who have activated the SMS Token service, the confirmation code required to register the device is sent only to the mobile phone number declared to the "Bank" at the time of registration to the One-Time-Password service via SMS (SMS Token).

7.2. The use of Attica Mobile system is not allowed on jailbroken devices (jailbroken - rooted devices). Such devices are vulnerable to malicious attacks and viruses, endangering, among other things, the security of the device and Attica mobile application. The installation and / or use of Attica Mobile services in such a device constitutes a breach, among other things, especially of the terms of this Agreement and the "Agreement of Banking Services through Digital Systems" signed between the "Bank" and the Customer. The "Bank" accepts no responsibility for any action or work performed through a jailbroken - rooted device and / or a jailbroken - rooted device, and any liability incurred by the Customer alone. The "Bank" reserves the right to suspend or discontinue transactions through the Attica Mobile system or access to the Attica Mobile system in whole or in part for security and / or suspicion of unauthorized / fraudulent use of jailbroken - root or non-device.

7.3. In addition to the ability of the Customer to access Attica Mobile services through the use of the Username and Password used by Attica e-banking of the Bank or by creating a PIN code or using a fingerprint that has been selected by the Customer for that particular use. In order to access Attica Mobile services using a fingerprint, the Customer's device in which the Attica Mobile application is installed, is equipped with appropriate equipment (eg Touch ID Sensor) and technically supports the specific function.

7.4. The above-mentioned PIN code or security code / template using the fingerprint, provided that the "Bank" system provides this facility, is a method of identifying the user for access to Attica Mobile as well as on his behalf use, in accordance with the provisions of the Banking Service Agreement concluded between the Bank and the Customer.

7.5. In order to remove any dispute, it is expressly agreed that for access to Attica Mobile and the activation and use of services through the security code / template created using fingerprint, the Customer is obliged to use only his own (personal ) fingerprint. Any fingerprint stored on your device may give access to the application. If there are other users whose fingerprint is stored on your device, do not activate this service.

7.6 The use of the PIN or security code / template created using the fingerprint of the user in combination with a one-time password where required or any other means indicated by the "Bank" in the future, uniquely characterizes that Customer. The Customer declares that he / she knows how to handle his / her device (s) and the programs required to access and use Attica Mobile services, that he has a lawful license to use the programs (the terms of which he / she maintains) and that the "Bank" is not responsible for the suitability and safety of the device (s) and third party programs required to access and use Attica Mobile.

7.7. The PIN code is numeric (at least 4 digits), is generated by the user and only by himself, and must not for any reason communicate it to third parties or the "Bank". He is obliged to remind him and not to record or store it in any form.

7.8. In the event of three consecutive incorrect PIN code entries, the Customer must create a new PIN code in order to access the Attica Mobile services.

7.9. The Bank does not record, reproduce or otherwise store the Customer's fingerprint. The individual features of the Customer's fingerprint are exclusively stored on the device of the user in which he has installed the Attica Mobile system.

7.10. The Customer is obligated to take all necessary precautions to keep his device (s) and when he becomes aware of theft or loss of his device (s) or use by unauthorized person, he / she is obliged to immediately notify the Bank the Customer Service Help Desk of the "Bank" at the following telephone numbers: 210-3669000 or 801-11-500900 (from a landline telephone within Greece, charged by one urban unit).

## **8. Applicable Law & Other Terms**

8.1. These terms are governed by Greek law. The "Bank" reserves the right, at her own judgment and discretion, to modify unilaterally at any time, without prior notice, the current terms and conditions of use of the Attica e-banking & Attica Mobile Attica Bank services, by communicating them to its users through the Bank's official website.

8.2. The above terms apply to existing Bank customers as well as new applicants for registration in the Digital Services systems, Attica e-banking & Attica Mobile, regardless of the successful or not processing of their application.

8.3. In case, due to the creation or change of the regulatory framework, one or more of these Terms of Use impinges upon it, they shall be reviewed and applied in accordance with the prevailing framework without affecting the validity of the rest.

**I declare that I have been fully aware of the Terms of Use of Attica e-banking & Attica Mobile Systems of the "Bank", I fully understand them, and I accept to unconditionally and indisputably keep them strictly and without any exceptions, as each time are forced and posted on the "Bank's" website.**