

# NATIONAL BANK OF GREECE



**NATIONAL BANK OF GREECE S.A.**  
Registered Office: 86 Aiolou St., 105 59, Athens, Greece  
General Commercial Registry (G.E.M.I.) No 237901000

## FRAMEWORK AGREEMENT FOR PAYMENT SERVICES

1. This agreement is concluded between the following parties:

A) National Bank of Greece S.A. (hereinafter the “Bank”) headquartered in Athens, Eolou 86, 10559 and email: contact.center@nbg.gr,

legally represented by .....  
.....  
officers' position/ contact department .....

The Bank is supervised by the Bank of Greece, headquartered in Athens, at Eleftheriou Venizelou 21, GR 10250, licensed by and registered with the Company Registry (GEMI) of the Ministry of Economy and Development under No. 237901000.

B) .....  
.....  
(hereinafter the “Customer”)

This agreement is governed by the Greek law and chiefly by the provisions of Law 4537/2018 (Government Gazette A84/15.5.2018) for the incorporation into the Greek Law of the European Directive 2015/2366/EU on payment services and sets out the rights and obligations of both parties regarding the provision of payment services, as defined below.

## 2. Definitions

2.1. “payment services” means one or more of the following business operations:

- (a) services enabling cash to be placed on a payment account;
- (b) services enabling cash withdrawals from a payment account;
- (c) all operations required for keeping a payment account;
- (d) execution of payment transactions, including transfers of funds on a payment account held with the user's payment services provider or with another payment services provider, and more specifically:
  - (i) execution of direct debits including one-off direct debit;
  - (ii) execution of payment transactions through a payment card or a similar payment instrument, and
  - (iii) execution of credit transfers including standing orders;
- (e) execution of payment transactions where the funds are covered by a credit line for the payment services user, and more specifically:
  - (i) execution of direct debits including one-off direct debit;

- (ii) execution of payment transactions through a payment card or a similar payment instrument, and
  - (iii) execution of credit transfers including standing orders.
- (f) issuance of payment instruments i.e. any personal device and/or set of procedures:
- agreed between the Customer-payment services user and the Bank as payment services provider; and
  - used by the Customer-payment services user in order to initiate a payment order; and/or acceptance of payment transactions.
- (g) fund transfer services i.e. the payment services where:
- funds are received from a Payer, without any payment accounts being created in the name of the Payer or the Payee, for the sole purpose of transferring a corresponding amount to a Payee or to another payment services provider acting on behalf of the Payee, and/or
  - such funds are received on behalf of and made available to the Payee;
- (h) "Payment initiation service" means the payment initiation service (offered by a third provider to the Customer) upon the request of the Customer-payment services user as regards the payment account held with the Bank.
- (i) "Account information service" means the online service (offered by a third provider to the Customer) for the provision of collective information on one or more payment accounts held by the Customer-payment services user with the Bank.
- 2.2. "Payment transaction" means an act initiated by or on behalf of the Payer or by the Payee, of placing, transferring or withdrawing funds, irrespective of any underlying obligations between the Payer and Payee.
- 2.3. "Payment system" means a funds transfer system with formal standardized arrangements and common rules for the processing, clearing and/or settlement of payment transactions.
- 2.4. "Payer" means an individual or legal person who holds a payment account with the Bank and allows a payment order from the payment account, or, where there is no payment account, an individual or legal person who gives a payment order.
- 2.5. "Payee" means an individual or legal person that is the ultimate recipient of funds of a payment transaction.
- 2.6. "payment services User" means an individual or legal person that is making use of a payment services in the capacity of a payer, payee and/or both capacities.
- 2.7. "Payment account" means an account held in the name of one or more payment services users which is used for the execution of payment transactions.
- 2.8. "Direct debit" means the payment services for debiting a Payer payment account where a payment account is initiated by the Payee on the basis of the Payer's consent given to:
- the Payee or
  - the Payee payment services provider or
  - the Payer payment services provider.
- 2.9. "Consumer" means an individual who, in the context of this payment services Agreement, is not acting for purposes of trade, business or profession.
- 2.10. "Micro enterprise" means an enterprise that at the date of the payment services Agreement is an enterprise as defined by article 2, par. 9 of Law 2251/1994 (A/191).
- 2.11. "Credit transfer" means the payment services for crediting the Payee payment account through a payment transaction or a set of payment transactions from the Payer payment account, via the payment services provider that holds the Payer payment account upon the Payer's order.
- 2.12. "Payment order" means any instruction by the Payer or the Payee to the payment services provider requesting the execution of a payment transaction.
- 2.13. "Placement of funds" means the service as described under the term 3.5. hereinbelow.

- 2.14. "Payment account" means a personal device and/or a set of procedures agreed between the Customer-payment services user and the payment services provider used for initiating a payment order.
- 2.15. "Unique Identifier" means a combination of letters, numbers or symbols specified to the Customer-payment services user by the payment services provider that the Customer-payment services user shall transmit to identify unambiguously the other payment services user and/or his payment account for the execution of a payment transaction.
- 2.16. "Value Date" means: the reference date used by the Bank as a payment services provider for the calculation of interest on funds debited or credited on a payment account.
- 2.17. "Durable medium" means a medium allowing the Customer-payment services user to store information addressed personally to him, in a way that is accessible for future reference and for a period of time adequate for the purposes of the information, and allowing the unchanged reproduction of the information stored.
- 2.18. "Funds" means banknotes and coins, book or electronic money as per article 10.1 of Law 4021/2011, as amended.
- 2.19. "Reference exchange rate" means the reference exchange rate used as the basis for the calculation of any currency exchange that is available to the Bank as payment services provider or is subject to a source available to the public.
- 2.20. "Reference interest rate" means the interest rate which is used as the basis for the calculation of the interest rate to be applied and is subject to a source available to the public that can be verified by both parties of the Agreement for payment services.
- 2.21. "Verification" means the procedure allowing the payment services provider to verify the identity of the payment services user or the validity of using a specific payment instrument including the use of the user's personalized security credentials.
- 2.22. "Personalized security credentials" means the personalized security credentials provided by a payment services provider to a payment services user aiming at verification.
- 2.23. "Business day" means any day during which the relevant Payer payment services provider or the Payee payment services provider participating in the execution of the payment transaction is open for business activity, as required for the execution of the payment transaction.
- 2.24. "Member State" means any EU member state and any other state that has entered into the European Economic Area (EEA) Agreement.
- 2.25. "Third countries" means any other country besides the member states.
- 2.26. "Account payment services Provider" means the account payment services provider that offers and holds a payer payment account.
- 2.27. "Payment Initiation Service Provider" means the payment initiation service provider with business activity related to payment initiation services pursuant to case g of article 4.3 of Law 4537/2018.
- 2.28. "Account Information Service Provider" means the account information service provider with business activity related to account information services pursuant to case h of article 4.3 of Law 4537/2018.
- 2.29. "Strong Customer Authentication (SCA)" means the customer authentication on the basis of two or more items regarding knowledge (an item that only the payment services user knows), possession (an item that only the user possesses) and a unique inherent characteristic (a user's characteristic). These items are independent of each other because the breach of one of them does not affect the reliability of the others. Also, the customer authentication procedure is designed in a way to protect the confidentiality of the customer authentication items.
- 3.a.** This Agreement applies to transactions or payment services offered in Greece in the currencies included in the Bank's "Exchange Rate Bulletin" that is available at the Bank's Branches and on the Bank's website.
- Specifically:
- 3.a.1. The terms hereof concerning the transparency of terms and the information requirements governing the payment services, and the rights and obligations concerning the provision and use of payment services, apply to **payment transactions carried out in the currency of an EU member state** provided that the Payer payment services provider and the Payee payment services provider or the only payment services provider for the specific payment transaction are situated in an EU member state as regards the parts of the payment transaction carried out in Greece.

- 3.a.2. The terms hereof concerning the transparency of terms and the information requirements governing the payment services (except for terms 3.1.4.a., 3.1.4.b., 3.2.6., 3.3.3., 3.4.4. and 3.5.) and the rights and obligations related to the provision and use of payment services (except for terms 3.1.3.b., 3.2.4., 3.1.4.a., 3.1.4.b., 3.2.6., 3.4.3. and 3.5.) apply to payment transactions carried out in the currency of a non-EU member state, if the Payer payment services provider and the Payee payment services provider or the only payment services provider are situated in the EEA, as regards the parts of the payment transaction carried out in Greece.
- 3.a.3. The terms hereof concerning the transparency of the information terms and requirements governing the payments services (except for 3.1.4.a., 3.1.4.b., 3.2.6., 3.3.3., 3.4.4. and 3.5.) and the rights and obligations related to the provision and use of payment services [except for 3.1.3.b., 3.1.4.a., 3.2.4., 3.2.6, 3.4.3., 13.a), 13.b), 13.c), 19 and 20] apply to **payment transactions carried out in any currency** on the condition that at least one of the payment services providers is situated in EEA as regards the parts of the transaction carried out in Greece.
- 3.b.** This contract regulates the following services:
- 3.b.1. Orders for credit transfer from one account to another, including payment of liabilities related to current international transactions, as defined in Presidential Decrees 96/1993 and 104/1994, as amended, and payments made in the context of or in connection with international trade of products/ services.
- 3.b.2. Crediting funds following a transfer from another account
- 3.b.3. Payment of dues to third parties
- 3.b.4. Payment of dues by direct debit
- 3.b.5. Cash placed on a payment account
- 3.b.6. Cash withdrawal from the Payment Account

**Payment services offered by the Bank and under the provisions hereof**

- 3.1. Orders for credit transfer from one account to another

***Using the payment services***

On the Customer's request, the Bank undertakes to transfer funds from the Customer's account to another account held either by the Customer himself or a third party, with either the Bank itself or a payment services provider of an EU member state, EEA state or a third country. In the event that the Payee's account is held with the Bank, the Bank shall be responsible for the completion of the transaction, otherwise the funds shall be made available to the Payee's payment services provider via a special message (Payment Order) notifying it of the transaction details. This transaction may also be executed by payment in cash, up to a limit set by the Bank and announced in its Rates & Charges.

- 3.1.1. To enable proper execution of his payment orders in the context of the "Order for credit transfer from one account to another" service, the Customer must state the full name/ trade name and address of the Payee, where required, as well as the currency, the amount, the Payee payment services provider and account number. If the payment is related to an EU bank, the account number shall be stated in IBAN (International Bank Account Number) form. More specifically, if the payment order is related to imports/ deliveries from abroad, additional information should be provided in respect to the country of origin and the Combined Nomenclature Code of the goods or services. If the particulars are not stated in this form, additional handling charges will be incurred (as detailed in the Bank's Rates & Charges) and it may be impossible to execute the order.

It is expressly agreed that the bank account in IBAN (International Bank Account Number) form is the unique identifier. The former subparagraph applies also to the cases where, in the context of the "Order for credit transfer from one account to another" service, the Customer has provided to the Bank, besides IBAN, any detail/ information required for the execution of the payment order.

In the event that the Customer is not required to provide the IBAN (International Bank Account Number) form of the bank account, it is expressly agreed that the unique identifier shall be, as the case may be, the bank account number (not in IBAN form) and the paying Bank or the card number or the telephone number or the TIN of the Payee. Any different unique identifiers may be provided for in separate agreements for special products.

It is expressly agreed that in the event that the Customer is not required to state his account in IBAN (International Bank Account Number) form for the execution of a payment order, the details provided by the Customer for the correct execution of the order shall be considered, individually or in combination, as unique identifiers.

Following any request on the part of the Payee Bank or the intermediary banks involved in the payment procedure, the Customer shall, where necessary, provide information regarding the Payee's full address (street, number, city, country, postcode) and the reason of the credit transfer with a view to avoiding any possible delays.

The Customer is aware of the applicable legal and regulatory framework governing payment transactions related to international trade and requiring him to meet his tax liabilities prior to such transactions, and acknowledges that the Bank bears no responsibility to him in relation to any breach of tax liabilities on his part. Furthermore, the Customer acknowledges that he is liable to reimburse the Bank for any damage caused to it as a result of his failure to meet his tax liabilities, including, but not limited to, any tax, duty, penalty and/or any other sanction imposed as a result of breach thereof.

3.1.2. a) The Customer-payer consents to the execution of the transaction in a different way, depending each time on his channel for communication with the Bank:

- By an original and duly signed written document, if the transaction takes place at a Bank branch. For fund transfers between NBG accounts at the branch, only the Customer's signature on the transaction voucher is required. At the branch the Customer may sign electronically by means of e-signature.
- By using the appropriate means of identification specified in special agreements regarding alternative banking channels (e.g. PIN and card for ATMs, User ID, password and i-code or OTP on e-banking platform etc.).
- Consent for the execution of a payment transaction can also be given via the payment initiation service provider. The right of the Customer-payer to use a payment initiation service provider does not apply if the payment account is not electronically accessible.

b) A credit fund transfer order may be revoked in the same way as it was given, depending on the communication channel, but under the following limitations:

- If the order has been received by the Bank, it can no longer be revoked unless the following apply:
- If the Bank has not executed the order, it may be revoked.
- If the Bank has executed the order, the same must get in touch either with the Payee in order to obtain his consent, if his account is held with the Bank itself, or with the other payment services provider in any other case. Should such consent be obtained, the initial transaction may be cancelled by executing a reverse transaction. In such a case, the cancellation may incur additional expenses, either the Bank's, which will be incurred by the Customer in the amount specified in the Rates & Charges of the Bank' and/or the other payment services provider which will be incurred by the Customer, as well.
- If a payment transaction is initiated by a payment initiation service provider, the Payer shall not revoke the payment order after giving its consent to the payment initiation service provider for the initiation of the payment transaction. In this case the Payer shall observe the relevant procedure of filing a revocation request.

c) A procedure similar to the revocation of the transfer order applies where there is any alteration in the transfer order (e.g. a change in the Payee's name etc.).

The amount charged for revocation or changing the details of an order is specified in the Bank's Rates & Charges.

3.1.3. a. A payment order is considered to have been received by the Bank upon its arrival if it is a business day, otherwise on the next business day. To enable execution of the order within the time limits that bind the Bank, the Customer should submit his order as follows:

- For transactions executed at a branch, the Customer should present his order within the official banking hours displayed at the branches. As regards orders for transfer to other banks, presentation outside the official banking hours shall be considered as presentation on the next business day.

- If the transfer order to another bank is given through an alternative channel, any order given after 5p.m. on a business day will be considered as given on the next business day. In the event that special terms apply to the business relationship between the Customer and the Bank relating to the assignment of specific operations, such special terms shall constitute an integral part of the said agreement for as long as the special terms are in effect.

- 3.1.3. b. The transfer shall be made by the Bank for the full amount without the Bank deducting any charges in favor of any payment services provider involved, in cases included in term 3.a.1. hereof.

In case of a transfer that does not fall under the term 3.a.1. hereof, when third banks are involved as intermediaries in its completion, the Payee may be charged with additional fees and/or expenses by a third bank. Such fees vary depending on the bank, currency and amount transferred as they are subject to each bank's pricing policy and the Bank may not always be aware of such in advance. Any fees and/or charges of third banks in the event that they are borne by the Payee.

- 3.1.3. c. Should the Bank refuse to execute a payment order, such refusal and, if feasible, the reasons of refusal and the procedure for rectifying any errors that led to the refusal shall, unless prohibited by another legal provision, be notified to the Customer using one of the methods defined under Articles 6.c. and 7 hereof. The Bank shall make every effort to execute the payment order but, if this is not feasible, the Bank shall contact the Customer using the contact details duly supplied by him to the Bank.

The Bank may impose reasonable charges if the refusal to execute a payment order is objectively justified. The aforementioned charge shall become effective two months after public announcement to that effect and shall be listed on the Bank's Rates & Charges.

- 3.1.4. a. With regard to payment transactions that

- ❖ are in euro;
- ❖ or in the currency of a member-state outside the euro-area;
- ❖ or require only one currency conversion between the euro and the currency of a member-state outside the euro area, provided the required currency conversion is effected in the member-state outside the euro area and, in the event of cross-border payment transactions, the cross-border transfer is made in euro,

the Bank, as the **Payer** (Customer) payment services provider, shall credit the account of the **Payee payment services provider** with the payment amount, at the latest **by the end of the business day following the day** when the order was received, as specified under term 3.1.3.a. hereof. This deadline can be extended by one additional business day for payment transactions initiated in printed form.

b. As regards the payment transactions that do not fall under the cases of term 3.1.4.a., the Customer and the Bank agree that as soon as the Bank, as the Payer payment services provider, receives the payment order, the account of the **Payee payment services provider** shall be credited with the payment amount at the latest **by the end of the second business day** following the date the order was received, as defined under term 3.1.3.a. hereof.

c. The value date of a debit entry in the Payer's (Customer's) account cannot be prior to the time when such payment account was debited with the amount of the payment transaction.

d. The debiting of the Customer's accounts concerning credit transfers are executed immediately, unless the Customer has opted for a post-dated execution. In this event, however, the Customer-payer shall be responsible for ensuring that he has an adequate available account balance on the date of payment, otherwise the transaction shall not be executed. In such event, the Bank does not need to inform the Customer-payer regarding the non-payment, since this is evident from the lack of a respective entry on his account statement.

- 3.1.5. a. All the above under terms 3.1.3. and 3.1.4. apply if there is no need for further process prior to the completion of the credit transfer order from one account to another, such as:

- Controls required for the Bank's compliance with the regulations of the international and European financial and trade sanctions.
- Investigation of the details of the money transfer order as regards the source and destination of funds.
- Controls performed in the context of compliance with the regulations governing the monitoring and control of gambling.
- Audits conducted by the Bank or its correspondent in the context of AML/CFT as well as prevention of fraud.

b. Subject to the above, a payment may be delayed or not executed if the intermediary payment services provider considers the transaction as one beyond acceptable risk.

### 3.2. Crediting funds following a transfer from another account

#### ***Using the payment services***

Upon receipt of a payment order, whether from a Customer or another financial service provider, and as soon as the respective funds are made available to it, the Bank undertakes to credit the Payee's account. The Bank can make the funds available to the Payee in cash, up to a specific limit.

- 3.2.1. To be in a position to receive funds derived from a transfer, the Customer should notify the Payer of his IBAN, full particulars (full name/ trade name, address), and the Bank's BIC (ETHNGRAA, required in case of fund credits from non-EU countries). The Customer can find out his IBAN (International Bank Account Number) by visiting any branch or the website of the Bank, or by checking his account book or statement. If the IBAN and BIC, where required, are not notified to the Payer, additional handling charges may be incurred, or it may be impossible to execute the transaction.

It is expressly agreed that the account in IBAN (International Bank Account Number) form is the unique identifier. The previous subparagraph applies also to cases where the payment order received by the Bank includes besides the IBAN, any additional detail/ information for its execution as part of "Crediting funds following a transfer from another account" service.

In case the Customer is not required to notify the Bank of his account number in IBAN (International Bank Account Number) form, it is expressly agreed that the unique identifier is the account number (not in IBAN form) or the card number, as the case may be.

- 3.2.2. a) The Customer's failure to submit a written refusal of a credit in his favor within two (2) months from the execution of a payment transaction shall constitute acceptance of the transaction.

b) A written refusal of a credit shall be equivalent to an order to refund the payment to the Payer. In such event the order amount shall be refunded following deduction of the fees charged by the Bank.

- 3.2.3. The date agreed by the parties for the execution of a payment order in favor of a Payee is the business day when the Payer payment services provider presents such order to the Bank that acts as the Payee payment services provider (if it is not a business day, the following business day shall be considered as the day of receipt). Such order cannot be executed earlier than the date specified in the payment order. This policy applies to execution of all payment orders, whatever the currency in which they are denominated.

- 3.2.4. The transfer shall be made for the full amount, without the Bank deducting any charges imposed by any payment services provider involved in its execution, in the cases under term 3.a.1. hereof.

However, the Bank, when acting as the Payee payment services provider, deducts its charges (posted on the Bank's Rates & Charges) from the amount transferred. In such event, the full amount of the payment transaction and the charges appear separately in the information provided to the Payee in accordance with the terms hereof.

In the event of a transfer that does not fall under term 3.a.1. hereof the Payee may be charged with additional fees and/or expenses in favor of a third bank in case it is executed with the intermediation of third-party banks. Such fees vary depending on the bank, currency and amount transferred as they are subject to each bank's pricing policy, and the Bank may not always be aware of such in advance. The Payee is charged with fees and/or expenses of third banks deducting the final amount of the payment.

- 3.2.5. Should the Bank refuse to execute a payment order, such refusal and, if feasible, the reasons of refusal and the procedure for rectifying any errors that led to the refusal shall, unless prohibited by another legal provision, be notified to the Customer using one of the methods defined under terms 6.c. and 7 hereof. The Bank shall make every effort to execute the payment order but, if this is not feasible, the Bank shall contact the Customer using the contact details duly supplied by him to the Bank.

The Bank may impose reasonable charges if the refusal to execute a payment order is objectively justified. Such a charge shall become effective two months after public announcement to that effect and shall be listed on the Bank's Rates & Charges.

- 3.2.6. When the order originates from another payment services provider, the Bank as the Payee (Customer) payment services provider makes the amount of the payment transaction available to the Payee **as soon as the account is credited with the amount of the payment transaction** by the payment services provider, provided that on behalf of the Bank: a) there is no currency conversion or b) the currency conversion is between the Euro and the currency of a member state or between the currencies of two member states.

In cases included in the previous subparagraph of the present term 3.2.6., if the Bank received the amount of the payment transaction:

**i) By the end of the official transaction hours of the Bank's branches (Monday to Friday by 14:00),** the Bank makes the payment transaction amount available to the Payee **as soon as its account is credited with the said amount** by the payment services provider (i.e. availability and value date on the same day); and

**i) By the end of the official transaction hours of the Bank's branches (Monday to Friday by 14:00),** the Bank makes the payment transaction amount available to the Payee **on the next business day** (i.e. availability date on the next business day but value date on the date of the payment order).

When the bank is both the Payer and Payee service provider, the amount shall be made available to the Payee and interest accrual shall begin on the same day if the order is received by the Bank via a branch by the end of transaction hours, but if it is received via an alternative channel, by 23:59 of the same day (except under extraordinary circumstances), if on the part of the Bank: a) no currency conversion is required or b) no currency conversion between the Euro and the currency of a member state or between two currencies of member states is required.

In all these cases when the conversion of a currency of a non Member State is required, the value date of credit entry in the Payee payment account is the second business day as of the aforementioned date.

- 3.2.7. a. All the above under term 3.2.6. apply provided there is no need for further processing before the completion of the credit transfer order, such as:
- lack of information on whether the funds are available to the Bank ("cover");
  - Correspondence (Investigation) with the Payer's bank or any intermediary provider involved in the payment procedure due to deficiencies in the content of the payment order message or other problems in its wording.
  - Controls required in the context of the Bank's compliance with the regulations of the international and European financial and trade sanctions.
  - Investigation of the credit transfer order details as regards the source and destination of funds and adoption of measures, including for example due diligence measures.
  - Audits conducted by the Bank or its correspondent in the context of AML/CFT and compliance with the European and international financial and trade sanctions, as well as prevention of fraud.
- b. As regards the above cases, the payment may be delayed or not executed if the transaction is classified as one of non-acceptable risk in terms of compliance. In addition, the Bank shall provide information on the payment in the framework of an investigation which any bank involved is entitled to conduct subject to the applicable compliance framework.

### 3.3. Payment of dues to third parties

#### ***Using the payment services***

The Customer-payer visits a branch or uses one of the Bank's alternative channels to pay dues to a third-party payee who has concluded an agreement to this effect with the Bank, such as electricity, phone and water bills as well as VAT and social security dues etc.

- 3.3.1. The Payee shall be identified on the basis of a list of companies, organizations or public agencies that have concluded an agreement to this effect with the Bank. The dues of the debtor shall be identified to the Payee by means of a code or codes (numbers, symbols, letters and/or combination thereof), e.g. a phone bill may be paid upon notifying or entering the electronic payment code. In some cases identification of the Payee and his dues is carried out with the use of the "Single Payment Code".

It is expressly agreed that the combination of the said data (payee-code) notified by the Customer-payment services user to the Bank is the unique identifier. The previous subparagraph applies also to cases where, in the context of the "Payment of dues to third parties", the payment order received by the Bank includes, besides the aforementioned data, any other detail/ information required for its execution that may not constitute the unique identifier.

- 3.3.2. a. The Customer-payer consents to the execution of the transaction in a different way, depending each time on his channel for communication with the Bank:
- By filing an original and duly signed written document, if the transaction takes place at a Bank's branch, by means of e-signature;
  - by using the appropriate means of identification specified in special agreements for alternative channels (e.g. PIN and card at ATM, user ID - password and i-code or OTP on e-banking etc.);
  - Through a payment initiation service provider. The Customer's-payer's right to use a payment initiation service provider does not apply if the payment account is not electronically accessible.
- b. A payment order may be revoked in a similar manner to the way it was given, depending on the communication channel used, but under the following limitations:
- If the order has not yet been executed, i.e. the Payee has not been credited, the Bank can cancel the order immediately;
  - Otherwise, the Payer should normally contact the Payee to solve the problem. In some cases, however, there is an agreement between the Bank and the Payee enabling refund even after execution. The charges of the said service may be borne by the Customer subject to the Bank's applicable pricing policy.
  - When a payment transaction is initiated by a payment initiation service provider or the Payee or through the Payee, the Payer is not entitled to revoke the payment order after granting his consent for the payment transaction initiation to the payment initiation service provider or after granting his consent to execute the payment transaction to the Payee. In such case the Payer shall follow the revocation request procedure.
- 3.3.3. The time limits for the transfer of funds to the Payee are agreed between the Bank and the Payee or the settlement systems not later than one business day, provided that the payment is carried out in the currency of a member state to a Payee within a member state and such transfer requests are submitted within the the Branches' official transaction hours.
- 3.3.4. The Customer's accounts are immediately debited for the payment of obligations to third parties unless the Customer has opted for a post-dated execution of payments. In this event, however, the Customer-payer shall be responsible for ensuring that there is a sufficient balance on his account on the date of payment, otherwise the transaction shall not be executed. In such event, the Bank does not need to notify the Customer-payer regarding non-payment, since this is evident from the absence of a respective entry on his account statement.

If the Customer has initiated a payment order, the execution of which starts on a specific date or at the end of a specific period, as regards the crediting of the payment amount and its availability, the date agreed shall be considered as the date of receipt of the payment order. If the date agreed is not a banking day, the following banking day shall be considered as the date of receipt.

In the event that the Customer initiated a payment order, the execution of which starts on a specific date or at the end of a specific period, the payment services user can revoke the payment order at the latest by the end of the business day prior to the agreed date.

#### 3.4. Payment of dues by direct debit

##### ***Using the payment services***

The Customer-payer authorizes, by means of a special mandate, the Payee or the Bank to debit his account in order to pay his dues.

The mandate may concern a single debit or recurring debits. Then, prior to the agreed due date, the Payee presents his claim to the Bank in the form of a collection order. At the due date specified by the Payee, the Bank debits the Payer's account and credits the Payee's account. The payment services "Payment of dues by direct debit" is most commonly used for the payment of utility bills (e.g. electricity, telephone, water etc.), but it may also be used for the payment of professional dues. The Payer, i.e. a consumer or a micro enterprise, is entitled to a refund under the conditions set forth in terms 19 and 20 hereof.

3.4.1. In order to use his account to pay obligations by means of direct debits, the Customer shall provide his IBAN and his full particulars (full name/ trade name, address) to the Payee. The Customer can find out his IBAN from any branch of the Bank, a copy of his account statement, his account booklet, or the Bank's web page. This information shall be provided on a special printed mandate form given to him for completion by his Payee, which the Customer fills out, signs and submits back to the creditor (Creditor Mandate Flow - CMF). For B2B (Business to Business) products, the Customer is required to submit to the Bank a signed notification of such mandate prior to the execution of any debit transactions. In addition, the Customer, in agreement with specific payees, may give his mandate directly to the Bank (Debtor Mandate Flow - DMF). In any case, the combination of the Payer's IBAN, the Payee's code and the mandate reference code shall be considered as the unique identifier.

3.4.2. a. The payment order is irrevocable once transmitted to the Payee or once the Payer's consent to the execution of the payment transaction has been provided.

b. The Customer consents to the execution of the payment transactions in accordance with the process described in term 3.4.1.

The Customer-payer can (without prejudice to refund rights) revoke the payment order at the latest by the end of the business day prior to the date agreed for the charging of the funds.

When the payment transaction is initiated by the Payee or through him and in case of direct debit, after the lapse of the time limit specified in the previous paragraph, i.e. after the lapse of the business day prior to the date agreed for the charging of the funds, the Payee's consent is also required for the revocation of the payment order.

The cost of revoking a mandate is posted on the Bank's Rates & Charges.

In any case, the Payer is entitled to contact his Bank and declare refusal of the next direct debit, or complete revocation of a specific mandate.

3.4.3. The deadlines for receiving debit orders are to be agreed between the Bank and the payees or the settlement systems. The Bank, as payment services provider of the Payer (Customer), makes available the amount of the payment transaction to the Payee or the Payee's Bank at the date the Payer's account is debited. The Bank, as the Payee (Customer) payment services provider, transmits a payment order initiated by the Payee or through the Payee to the Payer payment services provider within the time limits agreed with the Payee, enabling settlement, as far as direct debit is concerned, on the agreed due date.

3.4.4. The Bank performs the debiting of accounts on the payment date as specified by the Payee. If the account balance is insufficient on the payment date specified by the Payee (at least equivalent to the amount due plus any standard fees and charges), the debit order is returned to the Payee as unpaid. The Bank does not need to notify the Customer-payer regarding non-payment, since this is evident from the absence of a respective entry on his account statement.

3.4.5. The Customer-payer may set additional terms regarding the debit, such as limits on debit amounts per mandate, mandate's due date, frequency, limitation to payees that can be served. The said additional terms shall be notified in writing to the Bank.

3.4.6. The Customer-payer has been notified that the Bank, on the basis of its regulatory obligations, carries out controls in line with AML/CFT and anti-fraud policy, as well as in compliance with European and international financial and trade sanctions, and takes appropriate action, as the case may be, including due diligence measures.

Also, the Customer-payer has been notified that the Bank shall provide information regarding the payment as part of an investigation that any involved bank is entitled to conduct on the basis of the applicable regulatory framework.

### 3.5. Cash placed on a payment account

When the Customer-payment services user, who is a consumer in the sense of term 2.9 hereof or a micro enterprise in the sense of term 2.10. hereof, places cash on a payment account held with the Bank in the currency of the said account, the Bank ensures that the amount shall be available with value date immediately after the time of receipt, provided there is no reason to block the amount subject to the applicable legal and regulatory framework. When the Customer-payment services user is not a consumer in the sense of term 2.9 hereof or a micro enterprise in the sense of term 2.10 hereof, the amount shall be available with value date at the latest on the next business day following receipt thereof, provided there is no reason to block the amount subject to the applicable legal and regulatory framework.

### 3.6. Cash withdrawal from a Payment Account

When the Customer-payment services user withdraws cash from a payment account held with the Bank, the Bank ensures that the value date of the debit entry into the payment account shall not be prior to the time when the said account is debited with the amount of the payment transaction.

## **General terms of payment**

### ***Debits, interest rates and exchange rates***

4. The fees and charges which the Customer must pay to the Bank are posted on the Bank's Rates & Charges, which can be obtained from its branches or viewed on its website at: [www.nbg.gr](http://www.nbg.gr)
5. The various respective agreements between the Customer and the Bank make particular reference to the level of interest rate on the payment account, its fluctuation and adjustment, and the procedure by which the Customer is notified of such.

As regards currency exchange rates, the following apply:

If the payment currency is different from the account currency, the Bank undertakes to perform the relevant currency conversion:

- If the amount to be converted is lower than the equivalent of €20,000 the conversion is performed on the basis of the official currency conversion rates announced by the Bank. These can be obtained from the Bank's branches or viewed on its website ([www.nbg.gr](http://www.nbg.gr)) and the daily press.
- If the amount to be converted is higher than the equivalent of €20,000 a special price can be offered in agreement with the Customer. The method for calculating this price comprises a part of the specific agreement.

A special commission is charged on any currency conversion: see the Bank's Rates & Charges.

### ***Communication & Information***

6. After debiting the Customer's account or the receipt of the payment order, the Bank shall provide the Customer-payer without undue delay with the following information:
  - a reference enabling the Customer-payer to identify each payment transaction and, where appropriate, information relating to the Payee;
  - the amount of the payment transaction in the currency in which the Payer payment account is debited or in the currency used for the payment order;
  - the amount of any charges for the payment transaction and, where applicable, a breakdown thereof, or the interest payable by the Customer-payer;
  - where applicable, the exchange rate used in the payment transaction by the Bank, and the amount of the payment transaction following that currency conversion; and
  - the debit value date or the date of receipt of the payment order.
- 6.a. After the execution of the payment transaction, the Bank shall provide the Customer-payee without undue delay with the following information:
  - the reference enabling the Customer-payee to identify the payment transaction and the Payer, and any information transferred with the payment transaction;
  - the amount of the payment transaction in the currency in which the Customer-payer payment account is credited;
  - the amount of any charges for the payment transaction and, where applicable, a breakdown thereof, or the interest payable by the Customer-payee;
  - where applicable, the exchange rate used in the payment transaction by the Bank, and the amount of the payment transaction before that currency conversion; and
  - the value date of the credit entry.
- 6.b. The information provided under terms 6. and 6.a. hereof shall be given by the Bank to the Customer in easily understandable words and in a clear and comprehensible form in English, on paper or another durable medium, free of charge and once every three months. The Customer is entitled to request that the information referred to term 6. hereof be provided or made available periodically once a month, free of charge and in writing or other durable medium enabling the Customer to store information and reproduce verbatim such information.

6.c. The Customer can obtain information regarding payment transactions either from the Bank's branches or through correspondence sent to him or by using the Bank's alternative channels, such as Internet Banking, Phone Banking and ATMs. When using alternative channels, special technical devices are needed, as set out in special individual contracts entered into by the Customer with the Bank.

7. Information on account activity can be obtained from the Bank's branches, during transaction hours displayed at all NBG branches, or via alternative channels such as Internet Banking, Phone Banking and ATMs on a 24/7 basis. Information on account activity is available as soon as transactions have been completed.

The Customer is alternatively notified of his payment account activity as follows:

- through monthly i-statements via Internet Banking, when the issue of such account statement is provided for, or
- through quarterly or monthly copy of account statements at the Customer's registered contact address or the Branch where the account is held (when the issue of such statement is provided for); or
- by updating his account booklet at any branch of the Bank;

Also, the Customer is entitled to request:

- a copy of his account statement at any branch of the Bank within the Bank's official transaction hours displayed at all NBG branches;
- a full printout of the details of a specific transaction at any branch; If transactions are carried out at the branch at the request of the Customer, the full details of the payment transaction are recorded on the transaction voucher given to him. If the transaction is carried out without the physical presence of the Customer (e.g. an incoming credit is received or a direct debit is made), the Bank provides the Customer with full details of the transaction afterwards should the Customer request such.

In addition, if the Customer makes use of such services he can obtain information on his account activity through:

- Internet Banking, the Bank's online service;
- Phone Banking, the Bank's telephone service;
- ATM, using the card and PIN provided by the Bank.

8. The language of communication is Greek.

9. The Customer is entitled to receive, at any time, on request, the contractual terms of this framework agreement, and information and terms of article 52 of Law 4537/2018 in printed form or in another durable medium.

#### ***Security measures and corrective measures***

10. a. The Customer shall duly look after and keep safe the payment instruments given to him by the Bank (e.g., cards, i-code devices etc.) and use them subject to the terms governing their issue and use. Likewise, the Customer shall never disclose secret codes (e.g. PIN & Passwords) to anyone whatsoever, including even Bank staff, and as soon as the Customer receives the payment instrument he shall take all reasonable measures to keep his unique identifiers safe. Detailed instructions on measures for secure safekeeping of payment instruments and the terms governing their issue and use are set out in the relevant contracts concerning specialized transaction channels.

b. The Customer shall notify the Bank without undue delay on becoming aware of loss, theft, embezzlement or misappropriation of the payment instrument or of its unauthorized use. The way in which the Customer notifies the Bank of the loss of such payment instruments (e.g. card, i-code devices etc.) and the secure procedure followed by the Bank in order to notify the Customer-payment services user in the event of suspected or actual fraud or security threats is set out in the relevant agreements concerning specialized transaction channels.

#### **11. Issue of payment instruments and limits on their use**

11.1. When the Bank issues a payment instrument it undertakes the following obligations:

- a. to ensure that the personalized security credentials are not accessible to any other party except for the legal payment services user of the payment instrument, in compliance with the obligations of the Customer-payment services user as per the term 10 hereof.
- b. to refrain from sending an unsolicited payment instrument, except where a payment instrument already given to the Customer-payment services user, is to be replaced;

c. to ensure that appropriate means are available at all times to enable the Customer-payment services user to make a notification pursuant to the first subparagraph of term 10.b. hereof or request for unblocking the payment instrument pursuant to the last subparagraph of the first paragraph of term 11.3.b. hereof.

to provide, on request, and for eighteen (18) months as of the notification of term 10 hereof, the Customer-payment services user with the means to prove that he has indeed made such notification.

d. to enable the Customer-payment services user to make a notification free of charge as per term 10. hereof, and charge only the replacement of the payment instrument.

e. to prevent any use of the payment instrument once notification pursuant to term 10.b. hereinabove has been made.

11.2. The Bank shall bear the risk of sending a payment instrument to the Customer-payment services user or of sending any personalized security features thereof.

11.3. a. There is no general maximum spending limit for services under 3.1. and 3.2. hereinabove. Limits on the maximum amount may apply depending on the payment instrument used (e.g. ATM, Internet Banking), when accompanied by the consent of the Customer. In any case, such restrictions and transaction amount limits are set out in the various individual agreements signed between the Customer and the Bank regarding the use of alternative payment instruments.

b. The Bank reserves the right to block the payment instrument for objectively justified reasons related to the security of the payment instrument, the suspicion of unauthorized or fraudulent use of the payment instrument or, in the case of a payment instrument with a credit line, with a significantly increased risk that the Payer may be unable to fulfil his liability to pay. In such cases the Bank shall inform the Customer of the blocking of the payment instrument and the reasons that dictate the necessity of this action in an agreed manner, where possible, before the payment instrument is blocked and at the latest immediately thereafter, unless giving such information would compromise objectively justified security reasons or is prohibited by any other relevant Community or national legislation. The Bank shall unblock the payment instrument or replace it with a new payment instrument once the reasons for blocking no longer exist.

The Bank as account payment services provider is entitled to refuse to an account information service provider or a payment initiation service provider access to a payment account, based on objectively justified and adequately proved reasons concerning unauthorized or fraudulent access to a payment account, including unauthorized or fraudulent initiation of a payment transaction whether from a payment account information service provider or a payment initiation service provider. In such cases, the Bank, as account payment services provider, notifies the Payer on the access denial and the relevant reasons, as agreed. Such notification is provided to the Payer, if possible, prior to such denial of access to the payment account and, at the latest immediately thereafter, unless the said notification clashes with objectively justified security reasons or is prohibited by the applicable Community or national legislation. The Bank, as payment account service provider, allows access to the payment account when the reasons for the access denial no longer exist.

c. In addition, the Bank has the right to suspend the use of the payment instrument subject to the applicable regulatory provisions and the adopted AML/CFT Policies and procedures, as well as policies and procedures for the prevention of financial and other services provision to individuals and/or countries subject to international financial and trade sanctions.

#### **Liability of the parties hereto**

12. a. In the event of an unauthorized payment transaction and subject to the provision of term 15. hereinbelow, the Bank, on the basis of its findings or notification, refunds the amount of the unauthorized transaction immediately and in any case at the latest by the end of the next business day, unless the Bank has reasonable suspicion of fraud and notifies in writing such reasons to the competent national authority (General Secretariat of Commerce and Consumer Protection of the Ministry of Economy and Development). If any such indication exists, the Bank restores the debited payment account to its previous state and also ensures that the value date of the credit entry to the payment account of the Customer-payer is not later than the date of the debit entry with the amount of the payment transaction.

In the event that the payment transaction has been initiated through a payment initiation service provider, the Bank, as payment account service provider, shall immediately refund to the Customer the payment amount and in any case by the end of the next business day the amount of the unauthorized payment transaction, and accordingly reverse the debit entry in the payment account to restore the debited payment account to its previous state.

b. Any further financial compensation may be determined if such right is provided for by the law governing the present agreement (i.e. the Greek).

13. a. Subject to the provisions of terms 15., 16. (first and second paragraphs) and 18. hereof, when the payment order is initiated by the Payer, the Bank as the Payer payment services provider, shall be liable to the Payer for the correct execution of the payment transaction, unless the Bank can prove to the Payer and, where required, to the Payee payment services provider that the latter has received the amount of the payment transaction within the agreed deadline. In this event, the Payee service provider shall be liable to the Payee for the correct execution of the payment transaction.

Where the Bank, as the Payer payment services provider, is liable under the provisions of the first subparagraph of the present term 13.a), it shall refund to the Payer, without undue delay, the amount of the non-executed or incorrectly executed payment transaction and, where applicable, restore the debited payment account to its previous state. The value date of the credit entry in the Payer payment account shall not be later than the date the relevant amount of the payment transaction is debited.

Where the Bank is liable as the Payee payment services provider according to the provisions of term 13.a) hereinabove, it shall immediately place the payment amount at the Payee's disposal and, where applicable, credit the corresponding amount to the Payee payment account. The value date of the credit entry in the Payee payment account shall not be later than the value date of the amount credited in the relevant account in case of correct execution of the transaction payment, in line with the terms hereof. If the execution of a payment transaction is delayed, the Bank, as payment services provider, ensures, upon a request of the Payer payment services provider acting on behalf of the Payee, that the value date of the credit entry in the Payee payment account shall not be later than the value date the amount is debited into the respective payment account in case of correct execution of the payment transaction.

In case of a non-executed or defectively executed payment transaction where the payment order is initiated by the Payer, the Bank as the Payer payment services provider, upon request and irrespective of any liability set forth in this paragraph, shall make immediate efforts to trace the payment transaction and notify the Payer of the outcome. Such case does not incur any charges for the Payer.

- b. Subject to the provisions of terms 15., 16. (first and second paragraphs) and 18. hereof, when the payment order is initiated by the Payee or through him, the Bank as the Payee payment services provider is liable to the Payee for the correct transmission of the payment order to the Payee payment services provider within the deadline agreed between the Bank and the Payee, enabling settlement, as far as direct debit is concerned, on the agreed due date.

If the Bank, as payment services provider, is liable under the provisions of the previous subparagraph, it shall immediately retransmit the said payment order to the Payer payment services provider. In case the transmission of the payment order is delayed, the amount shall have a value date in the Payee payment account not later than the value date of the credit entry as if the payment transaction had been correctly executed.

Subject to Articles 15., 16. (first and second paragraph) and 18 hereinbelow, if the Bank is liable to the payee for the execution of the payment transaction according to the obligations as per the provisions of this agreement regarding the credit value date and the availability of the corresponding amount, the Bank shall ensure that the amount of the payment transaction is at the Payee's disposal as soon as it is credited to the Bank's account. The value date of the amount in the Payee payment account shall not be later than the value date of the credit entry as if the payment transaction had been correctly executed.

In the case of a non-executed or defectively executed payment transaction for which the Bank as the Payee payment services provider is not liable under the first or second subparagraph of term 13.b., the Payer payment services provider shall be liable to the Payer and shall refund to the Payer, as appropriate and without undue delay, the amount of the non-executed or defectively executed payment transaction and restore the debited payment account to its previous state. The value date of the debit entry in the Payer payment account is not later than the date when the payment transaction amount is debited.

The obligation under the fourth paragraph of term 13.b) hereof does not apply to the Payer payment services provider, once the Payer payment services provider provides evidence that the Payee payment services provider has received the amount of the payment transaction even if the payment transaction has been executed with delay. In such case, the Payee payment services provider determines the value date of the amount in the Payee payment account that shall be no later than the value date of the credit entry as if the payment transaction had been correctly executed.

If the payment order is initiated by the Payee or through him and the payment transaction is not executed or is defectively executed, the Bank as the Payee payment services provider, on request and irrespective of the liability under term 13.b., shall attempt immediately to trace the payment transaction and shall notify the Payee regarding the outcome. The latter is not charged for the actions specified in the present subparagraph.

c. The Bank as payment services provider shall be liable against the Customer-payment services user for any charges it is responsible for, as well as for any interest arising as a result of non-execution or defective execution, including delayed execution, of a payment transaction.

d. 1. When the payment order is initiated by the Customer-payer through a payment initiation service provider, the Bank as payment account service provider refunds to the Customer-payer, subject to term 15. and 16. (first and second paragraph) hereof, the amounts of the non-executed or defectively executed payment transaction and, where applicable, restores the debited payment account to its previous state.

The payment initiation service provider bears the burden of proving that the payment order was received by the Bank as the Customer-payer payment account service provider, and that, in the context of his responsibility, it was authenticated, accurately recorded and not affected by a technical breakdown or other deficiency related to its non-execution, defective or delayed execution.

2. If the payment initiation service provider is liable for non-execution, defective or delayed execution of the payment transaction, the same shall provide compensation immediately, on relevant request, to the payment account service provider for losses incurred or amounts paid as a result of the refund to the Payer.

**14.** a. In deviation from the terms 12.a. and 12.b. hereof, the Customer-payer shall bear any losses, up to a maximum of €50, relating to unauthorized payment transactions carried out with the use or misappropriation of a lost or stolen payment instrument. The said obligation does not apply provided that: (a) the loss, theft or misappropriation of the payment instrument could not be detected by the Payer prior to the payment unless the Payer acted fraudulently; or b) the damage incurred by actions or omissions of an officer, representative or branch of the Bank, as payment services provider, or an entity to which the Bank-payment services provider had assigned its operations.

b. The Customer-payer shall bear all losses relating to any unauthorized payment transaction, if these losses arise from fraudulent actions or from failure to fulfil one or more obligations either deliberately or through gross negligence, in accordance with the term 10. hereinabove.

In such cases, the maximum amount quoted in the first subparagraph of term 14.a. hereof does not apply.

If the Bank as the Payer payment services provider does not require the Customer's SCA, the Customer-payer is not liable for any financial consequences unless he acted fraudulently. In the event that the Payee or the Payee payment services provider is unable to accept the Customer's SCA, the same undertakes to compensate the Bank as the Payer payment services provider for the financial loss incurred.

c. As of the moment the Bank is notified as per Article 10.b) hereof, the Customer-payer shall not bear any financial consequences resulting from the use of a lost, stolen or misappropriated payment instrument, unless the Customer-payer has acted fraudulently.

d. If the Bank as payment services provider does not provide the Payer with all appropriate means to report, at any time, a lost, stolen or misappropriated payment instrument, as per term 10.b. hereinabove, the Customer-payer is not liable for any financial consequences resulting from the use of the said payment instrument, unless he has acted fraudulently.

**15.** The Customer-payment services user is entitled to request the compensation of an -unauthorized or incorrectly executed payment transaction only if the Customer-payment services user:

- has notified the Bank, without undue delay, as soon as he is informed of any such unauthorized or incorrectly executed payment transaction giving rise to a compensation claim including that of terms 13.a), 13.b) and 13.c) hereof; and
- the compensation claim is submitted no later than thirteen (13) months after the account debit date.

In case that a payment initiation service provider is involved in the payment transaction, the Customer-payment services user is reimbursed by the account payment services provider in accordance with the first subparagraph of this term without prejudice to the terms 12.a (second paragraph) and 13.a. hereof.

16. If the unique identifier of the Customer-payment services user is incorrect, the Bank as payment services provider shall not be liable for non-execution or defective execution of a payment transaction in line with the terms 13.a), 13.b) and 13.c) hereof. However, the Bank as the Customer-payer payment services provider shall make reasonable efforts to recover the funds related to the payment transaction.

If recovery of the funds in line with the provisions of the previous subparagraph is not possible, the Bank as the Customer-payer payment services provider agrees to provide the Customer-payer, upon written request, with any available significant information, so that the Customer-payer can take all legal actions required for the recovery of funds.

The Bank as the Payer payment services provider shall charge the Customer for recovery of funds. Relevant charges are posted on the Bank's Rates & Charges available at the Bank's branches and on its website.

If the Customer- payment services user provides additional information, except for the information required by the Customer-payment services user under the provisions of the present agreement, concerning the correct initiation or execution of the payment order (including the information under terms 3.1.1., 3.2.1. and 3.3.1. hereof), the Bank as payment services provider is liable only for the execution of payment transactions in accordance with the unique identifier provided by the Customer-payment services user.

17. For the purposes of executing the payment transactions, the Customer is aware of and declares the following: a) the transactions carried out following his orders do not contradict the applicable provisions and laws including the AML/CFT legislative and regulatory framework; b) that he shall furnish the documentation required for any transaction, as the case may be, in original or certified copies; c) the Bank is entitled to cancel the transaction if it becomes aware of any actions on the part of the Customer that do not comply with the applicable legislative and regulatory framework. The Customer further accepts and agrees that the Bank shall bear no responsibility against the Customer or any third party, for any delays in the completion of transactions for actions taken by the Bank or its correspondent in compliance with the applicable legislative and regulatory framework, in particular with the AML/CFT legislative and regulatory framework in the context of European and international financial and trade sanctions, as well as under the orders or provisions of the Public or Judicial Authorities.
18. The Bank shall bear no responsibility in case of unusual and unforeseen circumstances, beyond the Bank's control and whose consequences could not be avoided despite every effort, nor shall the Bank be held responsible when it is bound by other legal requirements provided for in Community or national legislation, as well as the orders/ provisions of the Public and Judicial Authorities.
19. The Customer-payer is entitled to request refund from the Bank as the relevant payment services provider, of an authorized payment transaction initiated by or through the Payee which has already been executed, if the following conditions are cumulatively met:
- (a) the exact amount of the payment transaction was not specified when the authorization was granted; and
  - (b) the amount of the payment transaction exceeds the amount the Customer-payer could reasonably have expected, taking into account:
    - i) his previous usual expenses;
    - ii) the terms of this framework agreement; and
    - iii) the conditions related to the transaction.

Following the request of the Bank as payment services provider, the Customer-payer shall bear the burden of proof as regards the fulfilment of the aforementioned conditions.

The liability of refund, in accordance with the present term, concerns the full amount of the executed payment transaction. The value date of the credit entry in the Customer-payer payment account is not later than the date when the amount of the payment transaction was debited.

Subject to the last subparagraph of the present term 19., the Customer-payer has, further to the right included in the first subparagraph of term 19. herein regarding direct debits in the sense of article 1 of the Regulation (EU) No. 260/2012 "establishing technical and business requirements for credit transfers and direct debits in euro and amending Regulation (EC) No 924/2009", the unreservedly right to refund within the time period as provided for in term 20. hereof.

However, for the purposes of point (b) of the first subparagraph of term 19.hereof, the Customer-payer is not entitled to invoke currency conversion reasons if the reference exchange rate, agreed with the Bank, was applied.

The Customer-payer is not entitled to request a refund if: (a) the Customer-payer has given his consent to execute the payment transaction directly to the Bank, as his payment services provider and (b) depending on the case, information on the future payment transaction has been provided or made available in an agreed manner to the Customer-payer by the Bank as payment services provider or the Payee at least four (4) weeks before the due date.

20. The Customer-payer is entitled, subject to term 19. hereof, to request a refund of an authorized payment transaction initiated by or through a Payee within eight (8) weeks of the date on which his payment account was debited with the relevant funds.

Within ten (10) business days of receiving a refund request, the Bank as payment services provider shall (a) either refund the full amount of the payment transaction, (b) or provide justification for refusing the refund stating that if the Customer-payer does not accept such justification, he may refer the matter to the authorities as per terms 25., 26. and 27. hereof.

In the case of the fifth subparagraph of term 19. hereof, the Bank as a payment services provider has no right to refuse the refund of funds in accordance with the second subparagraph of term 20 hereof.

21. In the event that the Customer - payment services user denies having authorized an executed payment transaction or claims that the payment transaction was not correctly executed, the Bank as the relevant payment services provider shall prove that the payment transaction was authenticated, accurately recorded, entered in the accounts and not affected by a technical breakdown or other deficiency of the service provided by the Bank as payment services provider.

If the payment transaction is initiated by the payment initiation service provider, the said provider bears the burden of proving that, within the scope of its responsibility, the payment transaction was authenticated, accurately recorded and not affected by a technical breakdown or other deficiency related to the undertaken payment services.

If the Customer-payment services user denies having authorized an executed payment transaction, the use of payment instrument registered by the payment services provider including the payment initiation service provider as the case may be, is not itself sufficient proof that the Customer-payer has authorized the payment transaction or has acted fraudulently or has not fulfilled, whether wilfully or out of gross negligence, one or more of his obligations in line with term 10. hereof. The payment services provider including, as the case may be, the payment initiation service provider agrees to provide proof of fraud or gross negligence on behalf of the Customer-payment services user.

#### ***Amendment and termination of the framework agreement***

22. a. Any amendment of a term in the framework agreement is proposed by the Bank to the Customer in printed form or in another durable medium at least 2 months before the proposed commencement of their enforcement. The Customer-payment services user can accept or reject such amendments before the proposed commencement of their enforcement. The Customer is deemed to have accepted the said amendments to the terms hereof, unless he notifies in writing the Bank that he does not accept them before the date of their proposed entry into force. In such event the Customer is entitled to terminate the framework agreement as of any date up to the enforcement date of the amendment.

b. Changes in interest or exchange rates may be applied immediately and without notice, provided that such changes are based on the reference interest or exchange rates agreed on in a previous general update or, at all events, if same is especially provided for under the individual relevant contracts of the Customer. The Customer-payment services user shall be informed of any change in interest rate via information leaflets available at the Bank's branches, press releases or relevant announcement on the Bank's website [[www.nbg.gr](http://www.nbg.gr)]. However, changes in interest or exchange rates which are more favorable to the Customer may be applied without notice.

23. The present framework agreement is of indefinite term.

24. a. The Customer may terminate the framework agreement by giving one-month's written notice. The Customer is not charged for the termination of the framework agreement unless the framework agreement has been in effect for less than six months.

b. The Bank may terminate this framework agreement by giving at least a two-month written notice.

Charges for the provision of payment services debited on a regular basis shall be paid by the Customer only pro rata up to the time the contract is terminated. If such charges have been paid in advance, they shall be refunded pro rata.

### **Dispute Settlement**

25. The present framework agreement is governed by Greek law and chiefly by the provisions of Law 4537/2018 (Government Gazette A84/15.5.2018). Any dispute that may arise from or relate to this framework agreement shall be subject to the jurisdiction of the competent Greek courts.

The Bank implements appropriate procedures that are available on its website, to promptly and effectively deal with the complaints filed. To this end, the Bank has established the Sector for Governance of Customer Issues to deal with the complaints filed. In this context, if Customers have any complaints arising from Law 4537/2018 and the terms of the present framework agreement that are related to such rights and obligations, they can contact

- either the relevant staff at the Bank's branches
  - or NBG's Client Conduct Sector:
- by filing their comment, suggestion or complaint by filling out the relevant online form, available on the Bank's website at [www.nbg.gr](http://www.nbg.gr),
  - by sending an e-mail to [customer.service@nbg.gr](mailto:customer.service@nbg.gr),
  - by sending a letter or the relevant form available at all NBG Branches by mail to: National Bank of Greece S.A., Sector for Governance of Customer Issues, Sofokleous 2, 105 59 Athens.

Detailed and up-to-date information regarding the complaint procedure are available on the Bank's website [www.nbg.gr](http://www.nbg.gr). The filing of complaints is not subject to a charge.

The Bank shall make every possible effort to respond in writing or any other durable means within a reasonable period of time and, in any case, within the deadline set by the applicable legislative and regulatory framework. If further investigation is required, the Bank shall notify accordingly the Customer-payment services user by sending an interim answer.

26. Furthermore, for any dispute or contention, the Customer can use the special out-of-court redress procedures by contacting alternative dispute resolution bodies such as the Hellenic Financial Ombudsman, Massalias 1, 106 80 Athens, ( +30) 210 3376700 ,webpage: [www.hobis.gr](http://www.hobis.gr), Hellenic Consumers' Ombudsman, Leoforos Alexandras 144, 114 71 Athens, tel: +30 210 6460862, webpage: [www.synigoroskatanaloti.gr](http://www.synigoroskatanaloti.gr), or on the Online Dispute Resolution platform (<https://webgate.ec.europa.eu/odr>) for cases of online agreements. More details on referring a complaint to alternative dispute resolution bodies are available on the Bank's website, at [www.nbg.gr](http://www.nbg.gr); please also note that the Customer is able to opt for legal resolution of his dispute.
27. The Customer-payment services user and other interested parties, including consumer associations, are entitled to submit complaints to the General Secretariat of Commerce and Consumer Protection of the Ministry of Economy and Development, Plateia Kanigos, 101 81 Athens, call center: +30 210 3893000, webpage: [www.gge.gov.gr](http://www.gge.gov.gr), regarding alleged infringements by the Bank of the provisions of articles 38-102 of Law 4537/2018 concerning the transparency of terms and the notification obligations governing the payment transactions and the rights and obligations concerning the provision and use of payment services (except for the provisions included in paragraph 6 of article 68 and the articles 94-96 of Law 4537/2018) and the relevant terms of the present framework agreement.

### **Other provisions of the agreement**

28. a. The Bank shall not charge the Customer-payment services user for the fulfilment of its notification obligations or for corrective and preventive measures that should be taken in accordance with articles 61-101 of Law 4537/2018 unless otherwise set out in Law 4537/2018.
- b. Charges for the provision, on Customer's request, of additional or more frequent information, or transmission by means of communication other than those specified in term 7. hereof, are set out in the Bank's Rates & Charges available at the Bank's branches and on its website.
29. The payments are executed in the currency agreed by all parties. Where a currency conversion service is offered prior to the initiation of the payment transaction and where that currency conversion is offered at ATMs, at the point of sale or on behalf of the Payee, the party offering the currency conversion service to the Customer shall disclose to the Customer-payer all relevant charges, as well as the exchange rate to be used for the conversion. The Customer shall agree to the currency conversion service on that basis.
30. If Customer-payment services user is not a consumer in the sense specified in term 2.9. or a micro enterprise in the sense specified in term 2.10. hereof, the provisions of Law 4537/2018 and respectively the terms of this agreement listed hereinbelow concerning the following issues, may not apply:

- time period within which notification of unauthorized or incorrectly executed payment transactions should be made (article 71.1 of Law 4537/2018 and term 15. hereof). Accordingly, it is hereby agreed that in term 15. hereof the words “eight (8) weeks” and not “thirteen months” shall apply;
- the Bank’s liability as account payment services provider in case of payment initiation services, for non-execution or defective execution of payment transactions (article 89, paragraph 1 of Law 4537/2018 and term 13.d)1. hereof);
- the burden of proof regarding authentication and execution of a payment transaction (article 72 of Law 4537/2018 and term 21. hereof); Accordingly, it is agreed that the Customer-payment services user, who is not a consumer in the sense of of term 2.9. or a micro enterprise in the sense of term 2.10. hereof, shall bear the burden of proof regarding authentication and execution of a payment transaction for the cases under article 72 of Law 4537/2018.
- the refunds and requests for refund in cases of payment transactions initiated by the Payee or through him (articles 76 and 77 of Law 4537/2018 and terms 19. and 20. hereof);
- the Customer’s (payer’s) liability for non-authorized payment transactions (first subparagraph of article 74.1. of Law 4537/2018 and term 14.a. hereof). Accordingly, it is hereby agreed that if the Customer-payment services user is not a consumer in the sense of term 2.9. or a micro enterprise in the sense of term 2.10. hereof, the liability limits of the Customer-payer as per term 14.a. hereof shall not apply.

Any special terms applying to the above issues shall be individually agreed in writing between the Bank and the Customer whether non-consumer or non-micro enterprise.

### 31. LOW VALUE PAYMENT INSTRUMENTS AND ELECTRONIC MONEY

For cases of low value payment instruments and electronic money set out hereinbelow and in particular:

- ❖ Low value payment instruments (concerning exclusively various payment transactions that do not exceed €30 or with a spending limit or limit for storing funds never exceeding €150);
- ❖ Electronic money (storing funds that do not exceed €150)

Or for local payment transactions

- ❖ Low value payment instruments (concerning exclusively various payment transactions that do not exceed €60 or with a spending limit or limit for storing funds never exceeding €300);
- ❖ Prepaid payment instruments [storing funds that do not exceed €300],

the following are agreed:

1. As regards low value payment instruments and electronic money the Bank shall provide the Customer-payer only with information on the main features of the payment services, including the way in which the payment instrument can be used, liability, charges levied and other material information needed to take an informed decision as well as an indication of where any other information and conditions specified in prior general information are available in an easily accessible manner.
2. For the said payment instruments, the Bank shall not be required to propose changes in the conditions of the framework agreement in the manner specified in term 22. hereof.
3. It is agreed that in deviation from the terms 6.,6.a. and 6.b. (Payer’s/Payee’s information after the execution of a payment transaction):
  - i) the Bank shall provide or make available only a reference enabling the Customer-financial services user to identify the payment transaction, the amount of the payment transaction, any relevant charges and/or, in the case of several payment transactions of the same kind made to the same Payee, information only on the total amount and charges for those payment transactions;
  - ii) the Bank shall not be required to provide or make available information referred to in point i) if the payment instrument is used anonymously or if the Bank is not otherwise technically in a position to provide it. However, the Bank shall provide the Customer-payer with an opportunity to verify the amount of funds stored.
4. If the payment instrument can not be blocked or if the use thereof cannot be avoided:
  - A. The Customer is not required to notify, without undue delay, the Bank on becoming aware of theft, loss, misappropriation or unauthorized use of the payment instrument.

- B. The Bank is not obliged to ensure that the Customer has the appropriate means at all times that enable the Customer to notify the Bank on becoming aware of any loss, theft or misappropriation of the payment instrument or of its unauthorized use or to request its unblocking. Also, the Bank is not obliged to provide for such notification on the part of the Customer free of charge and (is not obliged) to charge only the replacement cost of the financial instrument.
  - C. The Customer shall bear any financial consequences of the unauthorized payment transactions resulting from the use of the lost, stolen or misappropriated payment instrument.
5. If the payment instrument is used anonymously or the Bank is not in a position for other reasons intrinsic to the payment instrument to prove that a payment transaction is authorized, terms 12.a., 12.b., 14.a., 14.b., 14.c., 14.d. and 21. hereof shall not apply.
  6. The Bank is not required to notify the Customer of the refusal of a payment order, if the reason for non-execution is apparent, subject to the conditions of the specific case.
  7. The Customer may not revoke the payment order after transmitting the payment order or giving his consent to the Payee to execute the payment order.
  8. Other execution periods besides the applicable, apply for the Payee payment account and for the availability of funds to the Payee where the Payee does not have a payment account.
  9. Terms 12.a., 12.b., 14.a., 14.b., 14.c., 14d. hereof on the Bank's and the Customer's liability for unauthorized payment transactions shall not apply to electronic money, within the meaning of article 10.1 of Law 4021/2011, if the Bank does not have the ability to freeze the account where the electronic money is held or block the payment instrument.
- 32. Personal Data Processing:** For the purposes of executing this Agreement, the Bank as Controller collects, maintains and processes personal data of the Customer in accordance with the applicable European and national laws and regulations. The Bank's Statement Regarding the Protection of Personal Data shall apply in respect of the collection, maintenance and processing in general of personal data of the Customer. The said Statement is available at the Bank's branches and on its website: [www.nbg.gr](http://www.nbg.gr).
- 33.** The terms hereof, as regards the terms and conditions of payment services, prevail over any contrary prior agreement entered into between the parties hereto.
- 34.** Before the execution of this agreement, the Customer acknowledges that he has been duly informed pre-contractually, receiving a copy of the draft hereof, which he has read carefully before accepting the terms hereof.
- 35.** The Customer, who declares to be fluent in English, has read and fully understood the Agreement in respect of all its terms. The Agreement was executed in two copies, one of which was delivered to the Customer.

(Place)

(Date)

**For NATIONAL BANK OF GREECE S.A.**

**THE CUSTOMER**