







payment service provider of the payee at the latest by the end of the business day that follows the time that the payment order is received, in accordance with term 1.4 here above, in case of:

- a credit transfer in euro or
- a cross-border credit transfer in euro involving only one currency conversion between the euro and the official currency of a member-state of the European Economic Area outside the euro area.

It is possible to extend those periods by one additional business day, if a payment order is given by the Customer on paper or by fax.

(b) In other cases, for which the present article applies, pursuant to term 3 Part One of the Agreement, the amount is credited into the payments account kept at the payment service provider of the payee, at the latest by the end of the fourth business day that follows the time that the order is received, in accordance with term 1.4 here above.

**1.6.2.** In the case that the credit transfer is effected in order to credit an account that is kept at the Bank, the amount that is transferred is credited into the payments account of the payee, that same day.

## 2. Direct Debit

### 2.1. Meaning

Direct debit shall mean the payment consisting in the debiting of the Customer's payments account (deposit or lending account), in order for the relevant amount to be disposed to a third person-payee through the crediting of the latter's payments account. The direct debit is activated by a payment order addressed by the payee to the Bank, on the basis of:

- either a prior authorization granted by the Customer to the payee or to its payment service provider (hereinafter, "**the Customer's authorization**");
- or a prior authorization for direct debit granted by the Customer to the Bank (hereinafter, "**the Customer's direct debit order**").

The authorization and the direct debit order may be granted once or be standing.

### 2.2. Content of the direct debit order and of the Customer's authorization

**2.2.1.** Both the Customer's direct debit order and the Customer's authorization must contain the following:

- The name and surname or the corporate name of the Customer, and his payments account or IBAN number that is to be debited.
- The identification details of the payee that are set out by the Bank, and
- The details that determine the Customer's obligation for repayment.

**2.2.2.** With regard to the aforementioned term 2.2.1, the unique identifiers, within the meaning of term 3 of Chapter B and with the consequences referred to therein, are the following:

- The information that is defined as such in the special order form that is provided each time by the Bank, in case of a direct debit order given by the Customer, or;
- The mandate reference, the creditor identifier, and the IBAN of the Customer's payments account that is to be debited, in case of an authorization granted by the Customer.

### 2.3. Form of the direct debit order and of the Customer's authorization

**2.3.1.** The direct debit order is given by the Customer to the Bank either in writing, in any branch of the Bank, by filling in a special form provided by the Bank, or – whenever this is acceptable by the Bank-, through a fax, or through the Bank's Electronic Networks, whenever this is allowed and in accordance with the terms governing the use of such means.

**2.3.2.** The Customer's authorization is granted according to the form indicated to the Customer by the payee or the payee's payment service provider.

### 2.4. Time of receipt of the Customer's direct debit order or of the payment order of the payee

**2.4.1.** The time of receipt by the Bank of the Customer's direct debit order shall be the point in time when either the Bank took receipt of the Customer's document or fax, or the Customer activated the direct debit

order via the Electronic Network. In this case (use of Electronic Network), the activation of the Customer's payment order is indicated as "entry" or "completion" of his transaction, or by another similar phrase.

**2.4.2.** The time of reception of the payee's payment order that is transmitted to the Bank through the payee's payment service provider shall be considered to be the point in time in which, according to the order, the payments account of the Customer must be debited with the relevant amount.

**2.4.3.** In both cases, if the order is received after the end of the business day provided for in term 1.2 of Chapter C and in term 1 of Chapter D, or it is received on a day that is not a business day for the Bank, the order is considered as being received on the following business day.

## **2.5. Revocation of a direct debit order or of the authorization granted by the Customer**

**2.5.1.** The Customer is entitled to revoke his direct debit order by the end of the business day that precedes the day that the Customer and the payee had set as the day that the Customer's payments account would be debited. In case of a lapse of this deadline, the Customer is presumed to have approved the execution of the direct debit payment transaction.

**2.5.2.** After the lapse of the aforementioned period within which an order can be revoked, such revocation by the Customer is only allowed pursuant to a special agreement between the Bank and the Customer; the consent of the payee concerning this agreement is also required. In these cases, the Customer must pay the Bank the relevant charge that is provided for in the Bank's Price List.

**2.5.3.** In case of a direct debit standing order by the Customer, the latter can always revoke this order, either vis-à-vis the Bank, or the payee, or its payment service provider. Such revocation may refer either to all future payment transactions or some of these transactions; the conditions set out here above concerning a payment transaction that is immediately imminent must be observed.

**2.5.4.** The authorization by the Customer may be revoked vis-à-vis the Bank, as per the distinctions and under the terms and consequences set out above.

## **2.6. Execution time for the payment transaction by the Bank**

**2.6.1.** The Customer's account shall be debited with the amount of the direct debit on the same day in which the payment order that is transmitted by the payee is received by the Bank through the Customer's payee's payment service provider, in accordance with term 2.4.2, here above. In the case that the payment order is received after the end of the business day provided for in term 1.2 of Chapter C and in term 1 of Chapter D, or is received on a day that is not a business day, the debiting is effected on the business day that immediately follows.

**2.6.2.** On all other respects, article 1.6 of the present Chapter shall apply accordingly.

## **3. Money Remittance**

### **3.1. Meaning**

Money remittance shall mean a payment transaction by which, upon order of the Customer (hereinafter, "the **Customer's payment order**"), either funds are made available to a third person-payee at the Bank, without crediting such person's payments account, or funds are transmitted to another payment service provider with the aim to make this amount available to a third person-payee, again without crediting his payments account.

### **3.2. Content of the Customer's payment order**

The Customer's payment order for a money remittance must include the identification details of the payee that are set out by the Bank, which constitute unique identifiers, within the meaning of term 3, Chapter B, and with the consequences referred to therein.

### **3.3. Form, time of receipt, revocation and execution time of the payment transaction**

As regards the form, time of receipt, revocation, and the execution time of the payment transaction, the provisions concerning credit transfer (see this Chapter, under 1.3 – 1.6) shall apply, along with the exceptions from these terms on the basis of term 3 of Part One of the Agreement.

## **4. Other payment services**

### **4.1. Description**

The Customer may also carry out:

- a) Withdrawals and deposits of cash in the Bank's cashiers.

- b) Withdrawals of cash from the Automated Teller Machines (“**ATM**”) of the Bank, or of other Banks.
- c) Cash deposits in the Bank’s ATM.
- d) Payments into the Bank’s ATM of sums due to public utility organisations or to other entities.
- e) Payment of the price for the purchase of goods or for services provided by enterprises, by use of a card.
- f) Cash deposits in the Bank’s APS (Automated Payment Systems)
- g) Payments into the Bank’s APS of sums due to public utility organisations or to other entities.

#### **4.2. Payment transactions by use of a card**

**4.2.1.** The payment transactions referred to above under 4.1 (b), (c), (d) and (e) are effected by use of a card that is granted by the Bank to the Customer; such card may be either a debit or a credit card, depending on the facilities provided by the Bank as regards its use. For the carrying out of these transactions, the use of the Customer’s personal identification number (PIN) (which is also provided by the Bank to the Customer), may also be required in accordance with the provisions set out in the relevant contract governing the use of the card. The use of the card and PIN, as per above, when required, shall be deemed to be an approval by the Customer of the execution of the payment transaction.

**4.2.2.** In the case that the card is used by the Customer for the payment of the price for the purchase of goods or the receipt of services provided by enterprises, as per 4.1. (e) here above, the blocking of funds which are deposited into the Customer’s payments account, is effected immediately after the relevant payment transaction is cleared by the EFT/POS device of the enterprise. If the exact amount of funds is not known at the moment when the Customer gives consent regarding the execution of the payment transaction, the Bank shall block funds in the Customer’s payments account only if the Customer has granted his consent to the exact amount of funds that are to be blocked. The Bank shall release the blocked funds following receipt of information concerning the exact amount of the payment transaction and at the latest immediately after receipt of the payment order.

**4.2.3.** With regard to payment transactions effected by the Customer in his account kept at the Bank by use of the card issued by a third card-based issuing payment service provider (hereinafter, “**the card issuer**”), the Bank confirms to the card issuer and upon its request whether the required funds are available in the Customer’s account only if the account is accessible online, and the Customer has granted the Bank an explicit and special consent to this aim prior to the submission by the card issuer of the first relevant confirmation request. Following a request by the Customer, the Bank shall notify the Customer regarding the identity of the card issuer and the relevant reply.

#### **4.3. Availability of funds**

**4.3.1.** With regard to withdrawals from an ATM and from the Bank’s cashiers, the funds that are withdrawn are made immediately available to the Customer. Any withdrawals made from an ATM after 16.00 of a business day (hereinafter, “**cut-off time**”), or on a non-business day for the Bank, are debited to the Customer’s account on the following business day.

**4.3.2.** With regard to cash deposits made into an ATM, at the Bank’s cashiers or APS, the funds are made available in the payments account of the Customer pursuant to the provisions stipulated in terms 3.1 up to 3.4 of Chapter C, and 2.1 up to 2.4 of Chapter D, respectively.

## **CHAPTER B: PROVISIONS REFERRING TO ALL PAYMENT SERVICES**

The provisions of the present Chapter shall apply to all payment services mentioned in Chapter A.

### **1. Execution of payment transactions**

**1.1.** The orders for the execution of payment transactions must be complete and clear, without contradictions, otherwise the Bank is entitled to not execute the relevant payment transactions. The execution of a payment transaction also requires, apart from the other requirements set out in Chapter A, the existence of:

- an adequate available balance in the Customer’s payments account that is to be debited, or;

- an adequate available credit limit of any form, granted by the Bank to the Customer, which must also cover any charges imposed by the Bank, as the case may be, in accordance with the terms of the Agreement.

1.2. The Customer may grant his consent after the execution of the payment transaction, provided that the Bank will have given in advance its consent to the Customer as regards this possibility.

## 2. Value date – availability

2.1. Value Date shall mean a reference time defined by the Bank, as regards the initiation or cessation of the calculation of interest on the funds debited from or credited to a payments account, as the case may be. In the case that the Customer is the payer, the value date for the debiting of his payments account cannot be earlier than the time that his payments account is debited with the amount of the payment transaction.

2.2. In the case that the Customer is the payee, the amount of the payment transaction shall be made available to him, as per the provisions of terms 3 and 2 of Chapters C and D, respectively.

## 3. Unique identifiers

3.1. The Bank and those payment service providers that intervene for the execution of a payment transaction are considered as being authorized to execute such transactions by applying the unique identifiers referred to in Chapter A, as the case may be. The execution by the Bank of a payment transaction by use of unique identifiers releases both the Bank and the intervening entities from any liability vis-à-vis the Customer for non-execution or defective execution of the transaction, in case of an incorrect identifier, and fails to identify the payee or his payments account, or, in case of a direct debit which is effected on the basis of an authorization by the Customer if, in addition to the above, such identifier fails to identify the transaction and the Customer's payments account.

In the case that the Bank is not liable, as per above, the following shall occur:

- The Bank shall make reasonable effort to recover the amount of the payment transaction;
- The Customer must pay the Bank the relevant charge provided for in the Bank's Price List.

In the case that the aforementioned recovery is not possible, the Customer may request in writing from the Bank the information that the latter has in its disposal which is important in order for the Customer to exercise his claims for the recovery of the amount.

3.2. In case of a credit transfer that is effected in order to credit a payments account that is kept at the Bank, the latter shall execute such transfer by using as unique identifier the IBAN that is stated in the payment order, provided that the credit transfer comes from another payment service provider, or the account number that is stated in the payment order, should the payer's account is kept at the Bank.

3.3. In the case that the Customer provides the Bank with details beyond the unique identifiers, or, in the case of term 3.2, if the payment order includes details beyond those referred to therein, the Bank is not obliged to make use of the extra details to identify the payee or his account, and is only liable as regards the execution of the payment transaction as far as the unique identifiers provided by the Customer or mentioned in term 3.2, respectively, are concerned. The Bank reserves the right to request additional details, as well as any other details that are considered necessary, without them constituting unique identifiers within the definition and consequences stated in term 3.1 here above.

3.4. In case of a direct debit following an authorization by the Customer, when the unique identifier that is stated in this authorization and is transmitted to the Bank via the payment order of the payee, is incorrect, resulting in the debiting of a third person's account, the Customer is obliged to immediately restore vis-à-vis the Bank every amount that the Bank has paid to this third person in order to rectify the incorrect debiting of such person's account. To this aim, the Customer, by virtue of the Agreement, shall grant to the Bank the right to debit any account kept by the Customer at the Bank with an equal amount, with no prior notification of the Customer.

3.5 In case of a credit transfer to a payment account of the Customer, which (transfer) is effected due to the use by the payer of an incorrect unique identifier, the Bank is entitled to inform the payer's payment service provider of the transaction details of the payee too.

## 4. Access to the Electronic Networks

The access of the Customer to the Electronic Networks of the Bank for the execution of payment transactions, or in order to be informed concerning such transactions, is effected:

- a) with regard to the ATM network, by the combined use of any credit or debit card (hereinafter, “**the Card**”) that has been provided by the Bank to the Customer, and of the personal identification number (PIN) of this card;
- b) with regard to the APS network, by the use of any Card that has been granted by the Bank to the Customer or of the account or Card details of the Customer, or any other payment details;
- c) with regard to Europhone Banking, by the combined use of the number of any Card provided by the Bank to the Customer and of his personal identification number (PIN), for the execution of payment transactions through this Electronic Network, and;
- d) with regard to Internet Banking (e-banking and mobile banking), by the combined use of his personal access codes (“Username” and “Password”), while for the execution of certain payment transactions, in accordance with the terms that govern their operation, the use of additional security details which are listed in detail at the transactions’ special terms through Electronic Networks, may also be required.

#### 4A. Intervention by Third Providers

**4A.1.** The Customer may also access his payments account via third payment service providers that support the following services, either individually or in combination, (hereinafter, “**Third Providers**”):

- a) payment initiation services (such service means a service by which a payment order is initiated by the relevant provider at the request of the payment service user in relation to a payments account that is kept with a payment service provider);
- b) account information services (account information service means an online service providing the user of payments services with consolidated information on one or more payment accounts held by the said user at one or more payment service providers).

Through the Third Providers the Customer may effect transactions in accordance with the terms of the present Agreement, in order to conclude payments or to recover details/movements of his account. In particular with regard to the account information service providers, the Customer accepts that the Bank shall notify the Third Provider with regard to the requested details concerning transactions and payments that it possesses with regard to the account without limitations and exceptions.

**4A.2.** The access to an account and the carrying out of payment transactions through Third Providers is permitted provided that:

- the account of the Customer is accessible online, that is the Customer has been registered with the Bank’s Internet Banking services, and holds the necessary access codes, so that his identification and consent may be possible remotely.
- the Customer has, himself or via the Third Provider, his explicit consent to the Bank, prior or during the execution of any transaction, and;
- The Third Provider is able to confirm its identity to the Bank.

**4A.3.** The Customer, following the granting of his consent to a payment initiation service provider, cannot revoke the payment order.

#### 5. Security measures

**5.1.1** The Customer who is entitled to use a Card, or has access to Electronic Networks, must:

- a) use the Card, as well as the PIN number, his personal access codes for Internet Banking, as well as any additional security details (hereinafter, collectively, “**the Codes**”) in accordance with the terms that govern their issuance and use.
- b) take care to keep the Card safe, and to check daily that he has it in his possession.
- c) keep the Codes secret, memorize them, and destroy the paper by which such Codes were made known to him, and not write them under any form on the Card or on any other object, and;
- d) notify the Bank by phone, via Europhone Banking (Tel. 210-9555000) or in writing, at any branch, without undue delay, as soon as he becomes aware of the loss, or theft of the Card, or that the Codes have been leaked, or used by a third person, or of any false or unusual debits of payment transactions that were made without his consent;



- e) visit regularly the Bank's web-page ([www.eurobank.gr](http://www.eurobank.gr)) and be informed of any updated instructions issued by the Bank in relation to the required security measures that must be observed.

**5.1.2** The Bank considers that the transactions that are carried out by use of the Codes are effected by the Customer himself, the latter being responsible for their execution in accordance with the provisions of the Agreement and of L. 4537/2018.

**5.2.1.** The Bank is entitled to suspend access of the Customer to the Electronic Networks or the use of the card by the Customer, for reasons that can be objectively justified, and refer to:

- their security.
- a suspicion for unauthorized or fraudulent use, or;
- in case of a payment instrument with a credit limit, the considerably increased risk that the Customer may not be in a position to fulfill his obligations.

In case of any of the aforementioned cases, the Bank notifies the Customer, in any convenient manner, that the access is being suspended, and explains the reasons taking into account the specific circumstances.

**5.2.2.** The Bank may deny access of the Third Providers to the account of the Customer in case of a suspicion of unauthorised or fraudulent access to a payments account and/or the initiation of a payment transaction.

Where such a case occurs, the Bank notifies the Customer concerning the denial of access and of the reasons that make such denial imperative, with any appropriate manner, taking into account the circumstances, and reports promptly this incident to the competent supervisory authority.

**5.3** The provision of information, when possible, must be made prior to the suspension of the Customer's access to the Electronic Networks or the use of Card, or the denial of access to a Third Provider, and, in any case, at the latest immediately afterwards, unless such provision of information conflicts with security constraints that are objectively justified, or is explicitly forbidden by the applicable legislative provisions.

**5.4** In the case that the reasons for the suspension cease to exist and provided that no other legal or contractual reason concurs to the contrary, the Bank shall either lift the suspension or replace the Card or the Code, or shall allow access of the Third Provider to the payments account, as the case may be.

**5.5** The Bank has in place a procedure to deal with cases of suspected or actual fraud or security threats in general, both concerning individual and multiple incidents. If such an incident is ascertained, the Bank notifies the Customer in any appropriate manner, and in particular, with one of the manners indicated herein below:

- By phone (in the mobile or land line declared by the Customer);
- By e-mail (in the e-mail address declared by the Customer)
- By letter (in the address indicated by the Customer)
- By a message through e-Banking
- By sms (in the mobile number declared by the Customer)

If it is deemed necessary, the Bank requests from the Customer to identify/acknowledge the suspected transaction.

The Bank is not obliged to inform the Customer if the provision of information conflicts with security constraints that are objectively justified, or is explicitly forbidden by the applicable legislative provisions and/or instructions issued by competent supervisory authorities.

Should the Bank deem that a more secure way of communication is required, such way shall be communicated in the bank's web-site and/or in other ways (for instance by a message that shall appear when the transaction is to take place).

**5.6** The Bank implements a strong customer authentication policy in the cases provided for by law; and it reserves the right to demand a strong Customer authentication also in any other case that this is, at its discretion, necessary, in addition to the security measures set out as the case may be.

## 6. Refusal of execution

**6.1.** In the case that the Bank refuses to execute the payment transaction, the refusal and, if possible, the reasons thereof, as well as the procedure for restoring any errors which led to the refusal, are notified to the Customer in writing or via another durable medium, unless this is forbidden by the applicable legislative provisions. The notification must be made as soon as possible, and, in any case, before the lapse of the deadline for the execution of the payment transaction that is defined in accordance with the terms of Chapter A. Provided that the refusal is objectively justified, the Customer must pay, with regard to the notification, the charge that is provided for in the Bank's Price List, concerning this notification.

**6.2.** The non-execution of a payment transaction shall not be considered as a refusal of execution, within the meaning of term 6.1, in the case that:

- There is no available balance in the payments account of the Customer that is to be debited, or;
- There is no available adequate credit limit, of any type, that has been granted by the Bank to the Customer, to cover both the amount of payment transaction and the charges that are imposed on behalf of the Bank. In this case, the Bank does not have the aforementioned obligation to notify.

## 7. Notice in case of unauthorized, unexecuted, defective or late payment transactions

The Customer is entitled to seek rectification of unauthorized, unexecuted, defective or late payment transactions, as per the following terms 8 and 9, only if the following conditions occur cumulatively:

- The Customer has notified the Bank without undue delay on becoming aware of any unauthorized, unexecuted, defectively or lately executed payment transaction, giving rise to a rectification claim, including the claims set out in accordance with the provisions of terms 8 and 9 here below, and;
- The notification has taken place at the latest within the time limits set out, as a case may be, in terms 4 and 3 of Chapters C and D respectively.

## 8. Rectification of unauthorized payment transactions

**8.1.** Without prejudice to the observance of the conditions that are set out in the previous term 7, and the provisions of terms 5 and 4 of Chapters C and D respectively, in case of an unauthorized payment transaction, the Bank:

- shall refund the amount of the transaction to the Customer promptly, and in any case, at the latest by the end of the following business day, unless the Bank has reasonable grounds for suspecting fraud, and communicates those grounds to the General Secretariat of Commerce and Protection of the Consumer, and;
- If applicable, shall restore the Customer's payments account which has been debited, to its previous state.

The value date for the crediting of the Customer's payments account cannot be later than the time of its debiting.

**8.2** In the case that the unauthorized payment transaction has been initiated through a payment initiation service provider, and the latter is liable therefor, the Bank restores the damage suffered by the Customer under the said conditions, and is entitled to seek compensation by the payment initiation service provider for every amount paid to the Customer as a result of the rectification of the unauthorised payment transaction, including the amount of the unauthorised payment transaction, as well as any further information.

**8.3** If it is proved *a posteriori* that the Customer had authorised the payment transaction or that he is liable for the unauthorised payment transaction, as per terms 5 and 4 of Chapters C and D respectively, the Customer is obliged to promptly return to the Bank every amount that the latter paid to him. To this aim, the Customer, by this Agreement, grants the right to the Bank so that it may proceed to debit with an equal amount any account kept therein, without first notifying the Customer.

## 9. Non-execution, defective or late execution of a payment transaction

Without prejudice to terms 3 and 7 of the present Chapter, in case of an unexecuted, defective or late payment transaction, the following apply:

- a) In the case that the Customer acted as the payer:

- i. If the order was initiated by him, the Bank shall be held liable vis-à-vis the Customer, only if it did not execute the Customer's order in accordance with the terms and instructions included therein, or did not execute the transaction in a timely manner, in accordance with the relevant terms of the Agreement, as the case may be.
- ii. If the order was initiated by the payee, the Bank shall be held liable vis-à-vis the Customer as the payer, for non-execution or defective execution of the order, only if the Customer's payee or payment service provider has transmitted the order to the Bank correctly.

In both the aforementioned cases where the Bank is held liable:

- The Bank shall refund the Customer, without any undue delay and in every appropriate manner, the funds of the unexecuted, defective or late payment transaction, and;
- If applicable, the Bank shall restore the payments account that was debited to its former state.

The Bank is not liable in the case (ii) here above if it proves that the payment service provider of the payee has received the amount of the payment transaction, even if the payment transaction has been executed with the slightest delay.

b) In the case that the Customer acted as a payee:

- i. If the payment order was activated by the Customer, the Bank shall be held liable vis-à-vis him, only in the case that:
  - The Bank did not transmit the order correctly to the payment service provider of the payer, according to the terms and instructions included in the order, or;
  - The Bank did not execute the order in a timely manner, according to the terms of the Agreement, as the case may be.

If the Bank is held liable, pursuant to the provisions of the present subparagraph, it shall promptly re-transmit the order to the payment service provider of the payer.

- ii. If the order is activated by the payer, the Bank shall be held liable vis-à-vis the Customer, only when the amount of the payment transaction is timely received into the payments account from the payment service provider of the payer. In the case that the Bank is held liable, pursuant to the provision of this subparagraph, it shall make the amount of the payment transaction available to the Customer, and, if applicable, it shall credit this amount to his payments account.

## 10. Limits of amount

The execution of payment transactions, in the case that the relevant order is granted to the Bank by the Customer via the Electronic Networks, as well as the execution of payment transactions by use of a Card, is subject to the limits of amounts provided for, as the case may be, by the terms of use of such Networks or the Card.

## 11. Charges

**11.1.** The Customer must pay the Bank, with regard to the payment services provided to him by the Bank, as the case may be, the charges that are provided for in the Bank's Price List or in special agreements on charging concluded between the two. Eurobank's Price List, as each time in force, is posted at [www.eurobank.gr](http://www.eurobank.gr) and is available in its branches.

**11.2.** The Customer must bear the charges imposed by the Bank while the payer (if the Customer is the payee) or the payee (if the Customer is the payer) shall bear the charges imposed by its own payment service provider, unless a more specific agreement is in place between the Customer and the Bank.

**11.3.** In the case that the Customer acts as the payer, the Bank shall not deduct the charges from the transferred amount. If the Customer is the payee, the Bank is entitled to withhold the charges from the amount of payment before the latter is paid to him or is credited to his payments account. In this case, the information that is provided to the Customer states clearly the full amount of the payment transaction together with the withheld charges.

## 12. Interest Rates

In the case that for the execution of a payment transaction a credit limit is used, the amount used out of the limit is lent on interest and the relevant notification is communicated to the Customer in accordance with the provisions of the relevant credit contract.

## CHAPTER C: SPECIAL PROVISIONS FOR THE CUSTOMER THAT ARE CONSUMERS OR MICROENTERPRISES

The provisions of the present Chapter specifically apply only to Customers that are consumers or microenterprises.

### 1. Cut-off times

The Bank defines the limits in time within a business day upon lapse of which, every received payment order is considered as being received the following business day (“**cut-off times**”).

**1.1. Credit transfers.** The “cut-off times” that are mentioned in term 1.4.2 of Chapter A are the following:

	Branch	ATM	Europhone Banking	Internet Banking
Credit transfer to an account that is kept at the Bank	Monday to Thursday: 14:30 Friday : 14.00	15:30	20:30 except for the first & last business day of the month  On the first and last business day of the month: 18:30	21:00 except for the first & last business day of the month  On the first and last business day of the month: 18:30
Credit transfer to an account that is not kept at the Bank	Monday to Thursday: 14:30 Friday: 14.00	--	16:00	16:00

**1.2. Direct Debits:** The “cut-off time” which is stated in terms 2.4.3 and 2.6 of Chapter A, is set at 14:30. Exceptionally, for an order of direct debit that is given by the Customer on a Friday, in writing or via fax, the time is set at 14:00.

### 2. Right to seek refund of funds in case of a direct debit or another payment transaction initiated by the payee

**2.1.** The Customer can request from the Bank the refund of the whole amount which refers to an authorized and executed direct debit payment transaction, within the time limits set out in term 2.3 of the present document.

**2.2** For other authorized payment transactions that are initiated by the payee or through the payee and have already been executed, the Customer can request from the Bank the refund of the whole amount provided that the following conditions are cumulatively fulfilled:

- a) at the time of authorization, the exact amount of the payment transaction was not determined, and;
- b) the amount of the payment transaction exceeded the amount that the Customer would reasonably expect, taking into account his previous usual expenses and the specially occurring circumstances. Following a request of the Bank, the Customer must provide the true details and documents to prove the conditions under (a) and (b) here above. A request for refund cannot be established in case of a currency conversion, if this took place in accordance with the provisions of term 7 of the present Chapter.

**2.3** The Customer is entitled to submit a request for refund, pursuant to terms 2.1 and 2.2 herein above, within a period of eight (8) weeks from the date that his account was debited.

**2.4.** The Customer has no right to a refund as per above in the case that the payment order of the payee was activated following a direct debit order by the Customer, or in general, following his consent,

addressed directly to the Bank, and, depending on the case, the information concerning the relevant payment transaction has been provided to him or has been placed at the Customer's disposal in the agreed way, at least four (4) weeks prior to the date of repayment either by the payee or by the Bank.

**2.5** In the case that the Customer seeks refund of a direct debit amount, as per term 2.1, the Bank, within a period of ten (10) business days from the date that the Customer's request is received, is obliged to refund him the whole amount of the direct debit payment transaction. In the case that the Customer seeks refund of an amount from another authorized payment transaction which was initiated by the payee or through the payee, as per term 2.2, the Bank is obliged, within the same time limits as per above, to either refund him the whole amount of the transaction, or justify the rejection of the request, explaining to the Customer that, should the latter not accept the justification for the rejection, he is entitled to appeal to the General Secretariat of Commerce and the Protection of the Consumer of the Ministry of Economy and Development, or to the competent bodies for the extra-judicial solution of disputes, in accordance with term 6.2 of Part Three.

**2.6** The value date for the crediting of the payment account of the Customer cannot be later than the date on which the amount was debited.

### **3. Availability of funds**

**3.1.** In case of cash deposits made into an ATM, the funds become available in the Customer's payments account on the day that such amount has been ascertained, after it has been counted, as being in agreement with the data entered by the Customer at the ATM.

**3.2** Any deposits that are made after 14:00 of a business day ("cut-off time"), or on a day that is not a business day for the Bank, shall be counted on the following business day.

**3.3** With regard to cash deposits into the cashiers of the branches and the Bank's APS, the funds become available at the Customer's payment account immediately following receipt of the amount.

**3.4** Terms 3.1 and 3.3 apply only for deposits of funds in euro or another currency of a member-state of the European Economic Area, provided that the account to which the amount is deposited, is kept at the same currency.

**3.5** On all other cases that the Customer is the payee and provided that, as far as the Bank is concerned, **(a)** there is not currency conversion or **(b)** there is a currency conversion between the euro and the currency of a member-state of the European Economic Area or between two currencies of member-states of the European Economic Area, the amount of the payment transaction becomes immediately available to the Customer as soon as it is credited into the account kept at the Bank and the value date shall be the same business day on which the Bank has received the amount. If, on the contrary, a currency conversion has taken place apart from the provisions set out under (b) above, the amount of the payment transaction becomes immediately available to the Customer without undue delay.

**3.6** In the case that the Customer is the payee of a payment transaction which, in the opinion of the Bank, is of a considerable amount, and concerning which a currency conversion has taken place, the Bank may, at its discretion, agree with the Customer on a different value date and availability, if this is more favourable to the Customer as regards conversion price.

### **4. Period of notice by the Bank of an unauthorized or incorrectly executed payment transaction**

The period of time during which the Customer must notify the Bank that he has become aware of any unauthorized or incorrectly executed payment transaction which can establish a claim for compensation, in accordance with term 7 of the Chapter B, is thirteen (13) months from the date that his payments account was debited.

### **5. Liability of the Customer for unauthorized payment transactions**

**5.1.** Notwithstanding the provisions set out in term 8 of Chapter B, the Customer is liable for up to fifty (50) Euros for damages that are related to the carrying out of unauthorized payment transactions made by a third person by use of a stolen or lost Card, or by use of a Code or a personalized item of the Card, which were not kept safe by the Customer, and have been leaked. This maximum limit shall not apply, and the Customer shall be held liable for all the damages that are related to any unauthorized payment transaction, when these damages are due to fraud or to non-compliance with one or more obligations that the Customer has in accordance with the provisions of term 5.1 of Chapter B, due to willful misconduct or gross negligence.



**5.2.** From the point in time that the Bank is notified, according to 5.1 (d) of Chapter B, the Customer shall not be liable for any economic consequence resulting from unauthorized (as per above) payment transactions which took place after the notification, unless he acted fraudulently.

**5.3** The Customer is not held liable for damages that are related to the execution of unauthorized payment transactions pursuant to term 5.1 here below if **(a)** the loss, theft or misappropriation of the Card was not detectable to the Customer prior to a payment, except where the Customer has acted fraudulently; or **(b)** the loss was caused by acts or lack of action of an employee, agent or branch of the Bank or of an entity to which the Bank's activities were outsourced.

## **6. Additional obligations of the Bank in case of non-execution, defective or late execution of a payment transaction**

**6.1.** The Bank, in case of non-execution, defective or late execution of a payment transaction, and regardless of any liability it may have in accordance with term 9 of Chapter B, following a request of the Customer, shall promptly and free of charge seek to locate the payment transaction and shall notify the Customer concerning the result.

**6.2.** The Bank shall be held liable vis-à-vis the Customer for any charges, as well as for the interest that it owes as a result of non-execution, defective or late execution of a payment transaction.

**6.3** In the case that the Bank is liable vis-à-vis the Customer that acted as the payer pursuant to term 9 case a' of Chapter B, the value date for the crediting of the account of the Customer shall not be later than the date that the funds of the payment transaction have been debited. In the case that the Bank is liable vis-à-vis the Customer that acted as a payee pursuant to term 9, case b' of Chapter B, as well as in the case that the payment transaction was executed by the payer's payment service provider with the slightest delay, the value date for the crediting of the account of the Customer shall not be later than the value date that the funds of the payment transaction have been credited into the relevant account, in case of a correct execution of the payment transaction as per term 2 of Chapter B. However, in the case that the payment transaction has not been executed in a timely manner, where the order has been activated by the payer, the aforementioned provision is only valid following a request by the payer's payment service provider, acting on behalf of the payer.

**6.4** In the case that a payment initiation service provider intervenes in the transaction, where the latter is held liable for non-execution, defective or late execution of the payment transaction, the Bank is liable vis-à-vis the Customer in accordance with term 9 of Chapter B, and is entitled to seek compensation from the payment initiation service provider for every amount paid by the Bank, as well as any further information.

## **7. Currency conversion**

**7.1.** In the case that the payment transaction is expressed in a currency which is different to the currency of the Customer's payments account, the conversion for the debiting of the account shall occur on the basis of the relevant exchange rate that is displayed in the exchanges daily official list, at the branches and web-page of the Bank ([www.eurobank.gr](http://www.eurobank.gr)), of the day of the order's execution ("**reference exchange rate**"). The each time published exchanges daily official list of the Bank applies automatically, without the need of a prior notification of the Customer as regards the changes that occur.

**7.2.** Where a currency conversion service is offered prior to the initiation of the payment transaction and where that currency conversion service is offered at the point of sale or by the payee, the party offering the currency conversion service to the Customer shall disclose to the latter every charge as well as the exchange rate to be used for converting the payment transaction. The payer must agree to the currency conversion service on that basis.

## **8. Provision of Information**

**8.1** Prior to the execution of an individual payment transaction that is covered by the Agreement and is activated by the Customer as the payer, the Bank shall inform the Customer, upon request, as regards:

- a)** The maximum execution time for the payment transaction;
- b)** The charges payable, and;
- c)** Where applicable, an analysis of the amounts of any individual charges.

**8.2.** Following the execution of an individual payment transaction that is covered by the Agreement, the Bank shall provide the Customer with the following information, as the case may be:

**8.2.1.** In the case that the Customer is the payer:

- a) The details that allow the Customer to identify the payment transaction and, as the case may be, the information referring to the payee;
- b) The amount of the payment transaction in the currency in which the payments account of the Customer is debited, or in the currency that is stated in the payment transaction.
- c) The amount of any charges for the payment transaction and, if applicable, details on these charges, or the interest that must be paid by the Customer, without prejudice to the provisions of term 12 of Chapter B of the Agreement.
- d) If applicable, the exchange rate that was used by the Bank in the payment transaction, as well as the amount of the payment transaction following the currency conversion, and;
- e) The value date of the debiting, or the time of receipt of the payment order.

**8.2.2.** In the case that the Customer is the payee:

- a) The details that allow the Customer to identify the payment transaction and, if required, the payer, as well as any information that was transmitted at the time of execution of the payment transaction.
- b) The amount of the payment transaction in the currency in which the payments account of the Customer is credited.
- c) The amount of any charges for the execution of the payment transaction and, if applicable, details on these charges, or the interest that must be paid by the Customer, without prejudice to the provisions of term 12 of Chapter B of the Agreement.
- d) If applicable, the exchange rate that was used by the Bank in the payment transaction, as well as the amount of the payment transaction prior to the currency conversion, and
- e) The value date of the credit.

**8.3.** The Bank provides the Customer with information concerning payment transactions that were carried out every trimester through a durable medium within the meaning of article 4, point 35 of L. 4537/2018. More specifically, the Bank sends to the Customer, through the Internet Banking, an e-statement concerning the balance of his/her payments accounts. For the provision of this information, the Bank may grant the Customer other durable mediums too, or it may modify or cancel the existing ones, following a notification addressed to the Customer through electronic means and/or announcements made to the wider public.

For the payment transactions by use of a Card, information concerning its basic elements is also provided immediately through the receipt issued by the ATM or the EFT-POS device of the enterprise, as the case may be.

Moreover, the Customer, when visiting any branch of the Bank, is entitled to request and receive the said information, collectively, once every three months or once a month, printed and free of charge, concerning the payment transactions that were carried out during the relevant period of time.

**8.4.** For the aforementioned provision of information, the Customer is not charged unless otherwise provided for in the Agreement. In the case that the Customer requests the provision of additional information or its transmission via means that are different to those stated in the Agreement, as the case may be, he is obliged to pay the charges that are set out in the Bank's Price List.

**8.5** The Customer is entitled, any time during the application of the Agreement, to seek and receive from the Bank its terms, in writing or via another durable medium, within the meaning of Article 4, Point 35, of L. 4637/2018.

#### **CHAPTER D: SPECIAL PROVISIONS FOR NON-CONSUMERS CUSTOMERS OR MICROENTERPRISES**

The provisions of the present Chapter apply especially only for Customers that are not consumers or microenterprises.

## 1. Cut-off times

“Cut-off times” that are referred to in terms 1.1 and 1.2 of Chapter C apply also for the Customer who is not a consumer or a microenterprise, unless otherwise provided in a special agreement stipulated between the Bank and the Customer.

## 2. Availability of funds

**2.1.** In case of cash deposits in an ATM, the funds become available in the Customer’s payments account on the business day that follows the day when such amount has been verified, after it has been counted, and in agreement with the data entered by the Customer at the ATM.

**2.2** Any deposits that are made after 14:00 of a business day (“**cut-off time**”), or on a day that is not a business day for the Bank, shall be counted on the following business day.

**2.3.** In case of cash deposits into the cashiers of the Bank’s branches and APS, the funds become available on the Customer’s payments account, on the business day that follows the day that the deposit was made, with the same value date.

**2.4** The terms 2.1 and 2.3 apply only for deposits of funds in euro or another currency of a member-state of the European Economic Area, provided that the account in which the amount is deposited is kept in the same currency.

**2.5** On all other cases that the Customer is the payee and provided that, as far as the Bank is concerned, **(a)** there is not currency conversion or **(b)** there is a currency conversion between the euro and the currency of a member-state of the European Economic Area or between two currencies of member-states of the European Economic Area, the amount of the payment transaction becomes immediately available to the Customer as soon as it is credited into the account kept at the Bank, and the value date shall be the same business day on which the Bank has received the amount. If, on the contrary, a currency conversion has taken place apart from the provisions set out under (b) above, the amount of the payment transaction becomes available to the Customer without undue delay.

**2.6** In the case that the Customer is a payee of a payment transaction which, in the opinion of the Bank, is of a considerable amount, and concerning which a currency conversion has taken place, the Bank may, at its discretion, agree with the Customer on a different value date and availability, if this is more favourable to the Customer as regards conversion price.

## 3. Period of notice by the Bank of an unauthorized or incorrectly executed payment transaction

The period of time during which the Customer must notify the Bank that he has become aware of any unauthorized or incorrectly executed payment transaction which can establish a claim for compensation, in accordance with term 7 of Chapter B, is two (2) months from the date that his payments account was debited.

## 4. Liability of the Customer for unauthorized payment transactions

**4.1.** Notwithstanding the provisions of term 8 of Chapter B, the Customer is liable without limit for any damages that are related to the carrying out of unauthorized payment transactions which were made by a third person by use of a stolen or lost Card, or by use of a Code or a personalized item of the Card, which were not kept safe by the Customer, and have been leaked, regardless of whether such damages are due to willful misconduct or not, or are due to non-compliance with his obligations that are provided for in term 5.1 of Chapter B.

**4.2.** From the point in time that the Bank is notified, according to 5.1 (d) of Chapter B, the Customer shall not be liable for any economic consequence resulting from unauthorized (as per above) payment transactions which took place after the notification, unless he acted fraudulently.

## 5. Provision of information

**5.1.** The provision of information to the Customer, whether he is a payer or a payee, as the case may be, in relation to executed payment transactions, is available:

- either through the Bank’s branches by providing of a document after the completion of the transaction;
- or through the Bank’s Electronic Networks to which the Customer has access, in accordance with the terms that govern their use.

**5.2.** In the case that the Customer is the payer, the said information shall include:



- a) The details that allow the Customer to identify the payment transaction and, as the case may be, the information referring to the payee.
- b) The amount of the payment transaction in the currency in which the payments account of the Customer is debited, or in the currency that is stated in payment transaction.
- c) The amount of any charges for the payment transaction and, if applicable, analysis on these charges.
- d) If applicable, the exchange rate that was used by the Bank in the payment transaction, as well as the amount of the payment transaction following the currency conversion, and;
- e) The value date of the debiting, or the time of receipt of the payment transaction.

5.3. In the case that the Customer is the payee, the said information shall include:

- a) The details that allow the Customer to identify the payment transaction and, if required, the payer, as well as any information that was transmitted at the time of execution of the payment transaction.
- b) The amount of the payment transaction in the currency in which the payments account of the Customer is credited.
- c) The amount of any charges for the execution of the payment transaction and, if applicable, analysis on these charges.
- d) If applicable, the exchange rate that was used by the Bank in the payment transaction, as well as the amount of the payment transaction prior to the currency conversion, and
- e) The value date of the credit.

5.4. For the provision of the aforementioned information, the Bank may impose charges, in accordance with its Price List, or, as the case may be, pursuant to a special agreement stipulated between the Bank and the Customer.

5.5. The Customer is entitled, any time during the contractual relationship, to seek and receive from the Bank its terms, in writing or via another durable medium, within the meaning of Article 4, Point 35, of L. 4537/2018, by paying the charge that is defined in the Price List or, as the case may be, the special agreement concluded between the Customer and the Bank.

## **PART THREE FINAL PROVISIONS**

### **1. Duration and Termination clauses of the Agreement**

1.1. The duration of the Agreement is unlimited.

1.2. The Customer is entitled at any time to terminate the Agreement through a document that he either delivers at any branch of the Bank, or dispatches via post or e-mail, within a time period of one (1) month, and being obliged, within twelve months from the time that the Agreement began to apply, to pay the Bank the relevant charge, as per the latter's Price List.

1.3. The Bank is entitled to terminate the Agreement, also at any time, upon two (2) months' notice, or, in the case that the Customer is not a consumer or a microenterprise, upon ten (10) days' notice, by filling in a form that is sent to the Customer either via post or e-mail, or via any other durable medium, within the meaning of Article 4, point 35, of L. 4537/2018.

1.4. The aforementioned deadlines do not apply if the termination is based on serious grounds.

1.5. Any charges for payment services that are regulated by the Agreement, which are imposed on a Customer that is a consumer or a microenterprise on a regular basis shall be payable by the latter only proportionally up to the termination of the Agreement. If such charges have been paid in advance, they shall also be reimbursed proportionally.

### **2. Modifications of the Agreement**

**2.1** Any modifications in the terms of the Agreement shall be proposed by the Bank to the Customer; in the case that the Customer is a consumer or a microenterprise, this will be done in writing or via another durable medium, within the meaning of Article 4, point 35 of L. 4537/2018, at least two (2) months, and in any other case, via any appropriate means, one (1) month prior to the proposed effective date of the said modifications. The Customer may either approve or reject the modifications prior to the proposed effective date thereof. In the case that the Customer does not notify the Bank that he does not accept the proposed modifications prior to the proposed date in which such modifications would begin to apply, he is presumed to have accepted them. In the case that Customer rejects these modifications, the Customer has the right to terminate the Agreement free of charge, and with effect at any time until the date when the changes would have applied.

**2.2** Changes in the exchange rates may be applied immediately and without notice, pursuant to term 7 of Chapter C.

### **3. Communication between the Customer and the Bank**

The Agreement is written in Greek, and the communication during the contractual relationship with the Bank is also done principally in Greek, in accordance with the terms set out therein, unless there is a special agreement, as the case may be.

### **4. Applicable law - jurisdiction**

The Agreement is governed by Greek Law. The courts of Athens have concurring jurisdiction with the courts that have territorial jurisdiction, in accordance with the law.

### **5. Supervision of the Bank**

The competent authorities for the observance of the Agreement's provisions are the following:

- The Bank of Greece (El. Venizelou 21, 102 50 Athens – web-site: [www.bankofgreece.gr](http://www.bankofgreece.gr)) in relation to issues on transparency of payment transactions, in accordance with the provisions of Article 55A of its Statute, and
- The General Secretariat of Commerce and the Protection of the Consumer of the Ministry of Economy and Development (Kaniggos Square, 101 81 Athens – web-site: [www.efpolis.gr](http://www.efpolis.gr) and [www.1520gov.gr](http://www.1520gov.gr)) in relation to all issues that refer to the protection of consumer concerning the payment services, in accordance with the provisions of the applicable legislation.

### **6. Terminations – extra-judicial settlement of disputes**

**6.1.** The Customer is entitled to file to the General Secretariat of Commerce and the Protection of the Consumer of the Ministry of Economy and Development any complaint in relation to any violations by the Bank of the provisions of L. 4537/2018.

**6.2.** For any extra-judicial settlement of disputes that arise between the consumer Customer and the Bank, and refer to rights and obligations that are set out by the terms of the Agreement, the competent bodies are the following: the Consumer's Ombudsman, the Ombudsman for Banking-Investment Services, and the Amicable Settlements Committees provided for in Article 11 of L. 2251/1994.

**6.3** The Bank responds the complaints submitted by the Customer, either in written form or in another durable medium within the deadline provided for by the law.

The aforementioned document is the 2<sup>nd</sup> edition of the Terms for the Provision of Payment Services of Eurobank S.A.

Athens, 05/10/2020