

## TERMS AND CONDITIONS OF CONTRACT FOR THE HSBC ONLINE BANKING SERVICE (the Service)

Prior to logging on to the Bank's Service the Customer is obliged to carefully read these terms of Service and have accepted the general terms and conditions for individuals as well as the terms of the framework contract for payment services (which are currently incorporated in the General Terms and Conditions for Individuals but may be provided separately in the future), as applicable from time to time. A copy of these terms and any other document which constitutes a part of this contract may be obtained inbranch and/or be downloaded and saved to your computer in the manner indicated by the Bank for future reference and use. The Bank suggests to the Customer to save and print the current terms and conditions of the Service as well as any amendment or codification of same. The Customer acknowledges that it is own responsibility to regularly visit the website of the Bank in order to be informed of the currently applicable version of these terms of Service as well as currently applicable general terms and conditions.

These terms apply in a supplementary manner to the Bank's General Terms and Conditions for Individuals and/or the framework contract for payment services and the Privacy Notice as in force which the Customer has already accepted, and which constitute, in conjunction with these terms, a single document and agreed upon as essential terms and conditions.

These terms between the Bank, in its capacity as payment service provider and the Customer, in his/her capacity as payment service user as a payer or payee or in both capacities, relates to the rendering of banking services using the Service and covers the procedure for activating the Service following registration for that Service, access to it, and all other documents incorporated into these terms, or which become an integral part hereof, in conjunction with the Bank's general terms and conditions, as applicable from time to time.

These terms will also apply, in a supplementary manner to the Bank's General Terms and Conditions for Individuals and/or the framework contract for payment services and the Privacy Notice, as in force which the Customer has already accepted, when the Bank, in its capacity as account servicing payment service provider enables the use by the Customer of payment

initiation services and account information services subject to the terms and further requirements included in the Bank's General Terms and Conditions for Individuals and the framework contract for payment services. In particular, it is explicitly provided that the Bank, when acting as an account servicing payment service provider, will apply the same customer authentication procedures for the execution of payments initiated through payment initiation service providers and/or where information is requested through account information service providers.

If the Customer does not agree with the terms of Service which means that he/she will not proceed with the selection 'I agree/I accept' and thus declares to the Bank that he/she does not wish for the Service to be provided, the Bank will not provide the Service and all relevant security codes and devices delivered to the Customer for the purposes of allowing access to the Service are cancelled, the Bank not being anymore liable towards the Customer.

Any non-acceptance of the terms of Service and/or of the use of cookies related to the Service will entail the non-commencement or the termination of these terms and contractual relationship. The Customer declares that the registration/commencement and use of the Service shall mean, and the Bank shall consider, that the Customer has expressly and unreservedly accepted to these terms and any amendments of same as such are notified to the Customer by the Bank, according to the current legislation prior to any transaction in relation to the date of commencement of the effect of the new amended terms having the right to object which shall entail the termination of the Service.

In addition, the Customer acknowledges that it is required for him/her to select the 'Accept' option for these terms (including amendments thereof upon initiation of effect thereof) on the Bank's environment/website of the Service when registered for the first time but also prior to the execution of any transaction and when the Bank recognises his/her express and unreserved acceptance of the terms/amended terms of this contract as in force from time to time, the Bank shall provide the Customer with the banking services online over the Service.

### I. SCOPE - RENDERED SERVICES

Without prejudice to any future amendment, as referred to in the following paragraph, which the Bank shall notify to the Customer using any means at the Bank's discretion, the information which the Customer may request or

transactions he/she may enter into include but are not limited to the following, for which these terms as well as the Bank's General Terms and Conditions for Individuals and the framework contract for payment services, as in force which the Customer has already accepted, apply:

Information about account balances and transactions

Information about credit card balances and transactions

Opening of new deposit accounts

Application for opening and issuance of Ctrl debit card

Opening of time deposits and changes in time deposit instructions at maturity

Fund transfers

Global transfers meaning international inter-account transfers that are made through Global View and Global Transfers service (for Advance and Premier Customers) via HSBC Online Banking

Bill Payments to organisations etc.

Domestic SEPA payments via this Service will only be made from accounts which are denominated in euro.

Interest rate for deposits and foreign exchange rates

General information (customer particulars and correspondence address)

Application for ordering and reporting loss or theft or misappropriation or unauthorised use of cheques and cheque books

Requests for a temporary increase in a credit card limit

eStatements for all accounts held with the Bank with (co-) holder of same the subscriber of the Service

Credit Card e-Statements for main credit cards holders

E-advice and account history

Request to printout old statements

Request for card (debit/credit) activations

Request for card (debit/credit) daily cash withdrawal and spending limit changes

Request to activate dormant accounts

Request to reinstate HSBC Phone Banking service

Requests for HSBC Online Banking limit changes

Requests for cancelling fund transfers and bill payments orders

The Customer acknowledges that it will not be possible to have access to all types of deposits via the Service.

The Service is an online system made available to the Customer round the clock in order for the Customer to have access to and use the said Bank services.

These terms relate to information and the terms and conditions of the use of unique identifiers and security codes which the Customer must provide in order for a payment transaction to be properly executed, upon consideration of, among others, the Bank's strong customer authentication procedure as applicable pursuant to the General Terms and Conditions and/or the framework contract for payment services, the maximum execution deadline, the cut off times, and the currency cut off times, the interest rates table, exchange rates table and especially the charges for the Service, in conjunction with the Bank's general terms and conditions for individuals and framework contract for payment service.

## II. REGISTRATION, ACCESS TO THE SERVICE – UNIQUE IDENTIFIERS AND SECURITY RULES

In order for a Customer to register for the Service he/she will need a valid e-mail address, the currently valid Personal Banking Number (PBN) and Personal Identification Number (PIN) which the Customer uses for the HSBC Phone Banking Service or any means of identification which the Bank indicates to the Customer from time to time, if that option is given to it. During registration for the Service, the Customer shall select a Username which is a unique code and is the Customer's identifier enabling him/her to log on to the Service, at which time the Customer's personal homepage on the Bank's Service shall be generated which will include all personal particulars, data and information relating to the Customer alone, to which he/she alone shall have access.

The completion of registration and activation of the Service is immediate given the Customer is in possession of the security device (token device). Only upon the possession and activation of the token device the Customer can immediately proceed with all and every transaction provided through the Service. The username in combination with the token code (produced by the security device), or any other element of customer authentication that may be made available to the Customer in addition to or in replacement of the aforementioned means of authentication, in compliance with the provisions of Commission Delegated Regulation 2018/389 in relation to regulatory technical standards for strong customer authentication, as applicable from time to time and/or any other act or guideline by any competent supervisory authority (hereinafter referred to together as the Personalized Security Credentials) provide protection during transactions. In this context, further requirements under strong customer authentication procedures established by the Bank in accordance with the General Terms and Conditions for Individuals and/or the framework contract for payment

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services may arise. Upon request, the security device shall be delivered to the Customer using any means available which is considered suitable, or shall be collected by the Customer from any Bank branch at the price which the Bank may set from time to time; that price having been notified to the Customer. The Customer declares that he/she shall pay that price and that the security device is the Customer's property.

The Bank shall not be liable for any malfunction or breakdown of the security device and shall not be obliged to provide the Customer with a new one after the warranty expires; the warranty being for one year from the date of purchase. A new security device shall only be provided where the Customer pays the cost of a replacement.

For security reasons, the Bank may, whenever it considers it necessary, cancel the Customer's security device (token device) and replace it with a new one.

Where the Customer loses the security device (token device) he/she shall notify thereof the Bank without undue delay.

The Service may permit the Customer to use his/her personal computer or any other suitable device indicated by the Bank from time to time, and the internet, together with the Customer's Personalized Security Credentials and/or any other elements which may be necessary under the Bank's strong customer authentication procedure as applicable pursuant to the General terms and conditions for individuals and/or the framework contract for payments services, to request information and to enter into transactions which the Bank includes in the Service from time to time, subject to the following terms and conditions which the Customer expressly and unreservedly declares that he/she accepts, and shall make the appropriate choice on the Bank's system.

By using the username and/or other data in combination to the security device (token device), and without prejudice to the Bank's strong customer authentication procedure as applicable pursuant to the General terms and conditions for Individuals and/or the framework contract for payment services, which verify the Customer's identity, the Customer declares that he/she is confirming his/her identity to the Bank as well as the origin of the request and/or order solely and exclusively from him/her and authorises the Bank to execute the payment instruction and to debit the account. The Customer declares that the combined use of the username and the security device (token device) and/or any other personalized security credentials that may be deemed applicable by the Bank, in accordance with the

standardised website methods and instructions to which the Customer must comply (a) is equivalent to his/her signature and has the same legal results as his/her actual signature, irrespective of whether attested by a competent body or Bank officer, and (b) indicates to the Bank that access to confidential bank information relating to the Customer and the banking orders demonstrate the Customer's intention in that regard. Moreover, the Customer acknowledges that whether an online order is received by the Bank on a business day is related and depends on the cut off times and currency cut off times which are available on the Service, before giving a payment instruction on the website <a href="www.hsbc.gr/execution">www.hsbc.gr/execution</a>, and during confirmation of the particulars and the correctness of the payment instruction for a payment transaction via the Service, with access to the transaction terms and when that order is saved on the Bank's computer system that constitutes proof in full of the order.

The Usernames, and any other security credentials that would qualify as elements categorised as knowledge for the purposes of Commission Delegated Regulation 2018/389 and which the Bank may apply from time to time, are unique, individual, strictly personal and confidential. They are selected by the Customer upon registration for the Service and can be changed by the Customer. The Bank recommends and the Customer acknowledges and is aware that changes in the username and/or any other personalized security credentials as per above at regular intervals are an essential security measure and that the Customer is obliged to take steps in this regard.

The Customer acknowledges that he/she is obliged and bears exclusive liability in this regard to show diligence and check that the Personalized Security Credentials are safely stored and to ensure that they or other particulars required to verify his/her identity are not disclosed to third parties. Once the Customer realises or suspects that his/her username has been leaked or that it is being used in an unusual and/or unlawful manner, the Customer shall be obliged to immediately change the username or request deactivation thereof and denial of access to the Service, and in addition to promptly inform the Bank without undue delay where he/she realises that his/her Personalized Security Credentials have been lost or stolen or misappropriated, there has been unauthorised / fraudulent use, and any actual or possible infringement of the security particulars, doing so via the Customer Service Line which shall be available to the Customer continuously. The Customer shall be exclusively liable in full for any loss incurred due to failure to comply with these obligations where such loss is attributable to the Customer acting with intent or gross negligence. The

Customer must disconnect from and log out from the Service when the Service is not used to enter into transactions. Where the Customer deliberately delays or breaches in relation to the above, the Bank shall not be obliged to compensate the Customer for any loss the Customer has incurred.

The Bank has no technical or other substantial ability to learn the username selected by the Customer.

The Bank shall inform the Customer that where there are five unsuccessful attempts to log in Customer access to the Service will be automatically deactivated in order to safeguard the Customer. Moreover, in the case where the Customer does not remember his/her Personalized Security Credentials, he/she shall be given the opportunity to change it using personal security questions/answers on the Bank's website. If the Customer does not remember the security questions and answers he/she may submit a request for new Personalized Security Credentials and security questions/answers using the Bank's website.

In all events, the Customer acknowledges and accepts that when instructions or orders are given using the Service, those shall become irrevocable when they arrive with the Bank provided that the Bank has not suspended or removed the Customer's right to enter into transactions using the Service in accordance with the provisions of term X below.

The Customer declares that he/she is aware of how the electronic equipment which he/she owns and uses operates, and acknowledges that in order for the banking services and transactions to be provided and executed via the Service, he/she must have installed the latest, updated versions of programs/software, operating systems and versions of antivirus software and related data and computer protection software (Acrobat © Reader, antivirus, antispyware, firewalls, etc.) compatible with the Bank's system, and under no circumstances should the Customer save on his/her computer un-identified programs or programs with no legal license for the specific premises. The Bank shall have no liability for any hardware, software or user manuals which a third party outside the Bank provides in relation to the Service or for any services via which the Customer has access to the Service which are not controlled by the Bank.

Moreover, the Customer is aware of the fact that at the current stage of technological development the transmission of information via telecom networks there are risks of malicious phishing of data or changes in codes

or data or orders of the Customer by unauthorised third parties, destruction and/or changes to the content of online orders, online statements or other information received via the Service, and that the Customer fully undertakes those risks.

The Customer acknowledges that the Bank will use his e-mail address declared by him/her for the registration to the Service or within the framework of any contractual relationship with the Bank, so that the Bank can inform him/her on any issues related to the Service, on the statements, the credit card statements, e-advices as well as to any transaction information under the menu 'Account History' as well as for his/her general contractual relationship with the Bank within the framework of the Bank's obligations and indicatively as payment service provider, including privacy-related issues and direct marketing via e-means (for the latter always having the right to opt out by calling the Phone Banking service or visiting the branch or by sending to the following e-mail address - marketing-gr@hsbc.com).

Upon registration of the Customer to the Service e-Advices are turned on automatically. With e-Advices the paper copy is suppressed and the Customer receives the Advices as secure e-message and can read from inbox. In any case the Customer can switch off / on the e-Advice service at any time through HSBC Online Banking or via HSBC Phone Banking or visiting a Bank's Branch.

The Customer upon receiving the informative e-mail at his/her latest e-mail address as such is notified by him/her to the Bank, for the issuance of statement(s) and/or credit card statement(s) and/or e-advices must log-on to the Service so he/she can look upon the statements or credit card/loan statement or e-advice in an electronic file which cannot be processed and amended.

The Customer taking into account the informational purpose of each message (e-mail) sent to his latest registered e-mail address and of the fact that the copies of the account statement are uploaded to the HSBC Online Banking service on a quarterly basis or, in the case of credit cards, on a monthly basis or, in the case of executed or non-executed direct debit transactions as mentioned above and for other transactions, in the intervals specific to each case, and also that the account history is accessible through said Service on a daily basis and after each transaction is carried out, and that secure e-message for transaction information per case in combination to a previously sent e-mail though his e-mail address, if the Customer does not receive a message within 30 days from receiving the previous

informative message (e-mail), he is obliged to inform the Bank in writing and visit the HSBC Online Banking service, where he can have access to the relevant information after entering his personal passwords.

Also, the Customer acknowledges and accepts that the Bank fulfils its obligation to provide the Customer on transactions information with the uploading the statements on a quarterly basis (or monthly for credit cards) and secure e-messages and e-advices as well as with the entries of information under the menu 'Account history' for which the Customer is per case notified additionally by a previously sent relevant e-mail as such cases are mentioned herein and the in the general terms and conditions for individuals. The Customer acknowledges that it is tis own responsibility to download and read each statement at least on a quarterly basis (or monthly basis for credit cards). The Customer should promptly notify the Bank on any error, omission or other issue he/she has noted following review of the statements. Failure to promptly notify the Bank on any of the above shall be construed as an irrevocable acceptance of such statement.

The Customer acknowledges that he is obliged to immediately notify in writing the Bank on any change of his/her e-mail address, otherwise the Bank shall not be liable for any loss the Customer may suffer due to its nonprompt notification on this change. If the Customer alters his e-mail address and/or he does not provide the Bank with an e-mail address throughout the duration of the relationship with the Bank, the Customer acknowledges and accepts the Bank's actions and decisions that burden his account and of which he was informed and that the Bank duly fulfills all obligations deriving from General Terms and Conditions for Individuals and/or the framework contract for payment services until the date such notification was provided to the Bank. The same stands in case of change of the Customer's change of e-mail address and/or has not or ceases to provide an e-mail address whilst he/she is an HSBC Online Banking subscriber, where the Customer accepts that the Bank duly fulfills every obligation on transactions information or issuance of account or credit card statements since it is due to his fault that the Bank cannot mail or e-mail all information on any transaction and payment transaction.

The Customer acknowledges and accepts that the account / credit card / debit card e-statements have the same kind of evidence and operation with that of the paper account statements and/or credit card statements and constitute full evidence.

## III. CUSTOMER REQUESTS FOR STATEMENTS AND FOR TRANSACTIONS ENTERED INTO USING THE SERVICE

The Customer authorises the Bank to enter into payment transactions and to execute payment instructions of the Customer by debiting the Customer's payment account which is indicated, which orders are received by the Bank via the Service with the combined use of the Customer's username/password and the application of any procedure which may be indicated by the Bank in relation to the Service.

In all cases for the payment services the terms and conditions of the each time applicable Bank's framework contract for payment services apply including the ones referring to strong customer authentication procedure as applicable pursuant to the Bank's General Terms and Conditions and/or the framework contract for payment services.

Indicatively, the Customer declares that it accepts that when a transaction is authorised in this manner, use of the Customer identification procedure (including the strong customer authentication procedure as applicable pursuant to the Bank's General Terms and Conditions and/or framework contract for payment services) shall constitute the sole proof that the order and the relevant payment transaction are deemed to have been approved by the Customer. The Customer declares that he/she is aware that the Bank receives a payment instruction during a business day, as defined, in relation to cut off times and currency cut off times, which are available in-branch or via the HSBC Phone Banking Service and the Service. The Customer acknowledges and accepts that in order to execute payment instructions the Customer's payment accounts must have adequate funds or an overdraft limit which has been agreed with the Bank the availability of which, the Customer has to know prior to any payment order calculating any non charged previous orders as well as the charges and any exchange rates which may incur during that execution.

Service business day means the day (other than Saturday, Sunday or national holiday) as such is defined on which services are provided, and in relation to the Bank's cut off times and the currency conversion cut off times but also in relation to the other bank's cut off times and the currency conversion cut off time regarding payment transactions into a payment account with another bank or institution, the day on which the payee's bank provides services.

In order to make any payment to or from a payment account in a currency other than the one in which the account is maintained, the currency shall be converted at the exchange rate as shown in the Exchange Rate Bulletin

available in-branch, via the internet, via the Service or via the HSBC Phone Banking Service. Given that Business Day for the Service rendering services is 10:00-22:00 hours (Greece time) for payment order which is entered/registered through the Service and has been received until 19:00 hours (Greece time) for USA Dollars and until 16:00 hours (Greece time) for all other currencies and currency conversion takes place the payment order shall be executed the same business day with the corresponding currency exchange rate and value date whilst in case it is received after the aforementioned cut off times and prior to 09:59 hours of the next day such will be executed the next business day at 10:00 hours with the corresponding currency exchange rate and value date.

For future payments order the execution of such order will take place to be executed in a future date at 10:00 hours of the date indicated to be executed in case it is received by the Bank prior to 09:59 hours of the day on which it must be executed according to the mandate/order with the corresponding currency exchange rate and value date.

The Customer acknowledges transactions which are entered into via the Service as being absolutely valid and accurate and the account balances which arise from such transactions, subject only to the case where the balances appear after notification by the Bank of any use of the Service by an unauthorised third party or deactivation of use of the Service. It is expressly agreed that copies or extracts from the Bank's books which show a transaction involving the Customer's accounts/transactions/products shall constitute proof in full of the Bank's claims and are documentation suitable for use in obtaining a payment instruction from the courts; however, counterevidence may always be submitted.

After the payment instruction is given, and has been received by the Bank, it is irrevocable. However, if the Customer wishes to amend or cancel it in the manner indicated by the Bank, the Bank shall make every endeavour to amend or cancel the order provided that is possible. Any amendment or cancellation must be received in writing or via an encrypted security message sent using the Service or the HSBC Phone Banking Service or in any other manner indicated by the Bank. Where it was agreed that the order would begin to be executed on a specific date or at the end of a specific period or on a date on which the Customer has made monies available to the Bank, the Customer shall be entitled to revoke the payment instruction in person using the Service by generating an encrypted security message sent using the Service or the HSBC Phone Banking Service no later than the end of the business day before the agreed execution date, based on the table of cut off times. The Customer acknowledges that the Bank shall be entitled to charge the Customer for any additional costs or fees arising from cancellation or modification of the transaction, or in the case where incoming payments are returned to the Bank which sent the order due to an erroneous

### means of identification being used.

In the case of a joint account, the Bank shall execute the instructions of any of the joint accountholders but each joint account holder shall be responsible for all transactions which are entered into and for repayment of any amount arising from or relating to a transaction involving that joint account.

Transactions which may be entered into by the Customer using the Service shall be subject to restrictions on the limits for each transaction or for all transactions overall within any given day which are announced by the Bank, and which limits are available in-branch, via the HSBC Phone Banking Service, the internet or the Service. The Bank may increase or reduce the limits and restrictions on transactions by sending notice to that effect to the Customer or posting that notice at Bank branches, or using any other reasonable means at its discretion. Moreover, it may, at its discretion, increase or restrict the manner and procedure for accessing the Service, entering into transactions and/or the type and number of transactions and specify the days, times and duration of operation of the Service without such a change constituting an amendment of the Service transaction terms, provided notice to this effect is sent 2 months beforehand using the most reasonable means for the Customer in the Bank's view.

The Customer hereby declares that no transaction which is entered into via the Service shall relate to money laundering and undertakes responsibility for ensuring the authenticity and legitimacy of his/her transactions. He/she shall be obliged to furnish all supporting documents which are requested during any checks carried out by the Bank of Greece or other competent authority.

### IV.CUSTOMER'S RIGHTS AND OBLIGATIONS

The Customer acknowledges that the software is the Bank's property and any copying, imitation or counterfeiting thereof by the Customer or by third parties whether authorised or not shall be a criminal offence and the Bank reserves its right to seek restitution for all losses incurred.

The Customer has provided and hereby provides the Bank with his consent for disclosing his, covered by banking secrecy, confidential data and information and acknowledges that he can withdraw, at any time, this consent by terminating his contractual relationship with the Bank.

The Customer declares that he/she has been informed by the Bank that the Bank, after registering the Customer for the Service, will never communicate with the Customer in order for him/her to disclose his Personalized Security Credentials. Consequently, if the Customer is asked by anyone (even if using the Bank's name and logo, and they appear to be authentic) the Customer can be certain that the third party is not authorised by the bank and under no circumstances should the Customer disclose his/her Personalized Security Credentials. In such a case the Customer must inform the Bank accordingly.

The Customer declares that he/she is under the obligation to keep his/her Personalized Security Credentials for the Service secure and secret and that the Bank will never ask those in an e-mail correspondence. It is also suggested to the Customer to access the Bank's website only directly and not through other websites or through a website address referred to as the Bank's website, whilst not the Bank's website in an e-mail correspondence received and especially not to enter his Personalized Security Credentials. The above is without prejudice to the right of the Customer to use payment initiation services and/or account information services provided by third party providers, subject to the Bank's General Terms and Conditions for Individuals and/or the framework contract for payment services, in which case the Bank will apply the same customer authentication procedures described herein, i.e. authentication through the Customer's Personalized Security Credentials, when acting as an account servicing payment service provider in the context of the provision of the aforementioned services by third party providers.

In any case where the Customer is aware of or is under the impression that his/her Personalized Security Credentials have been lost or stolen or misappropriated or used or an attempt of its use has taken place by the third party he/she must immediately inform the Bank on this.

The Customer is obliged to communicate to the Bank any change in his/her personal particulars and postal addresses and the Customer shall be informed accordingly about any documents which he/she must furnish to Bank branches. Where this is not done, any transaction entered into or action taken shall be presumed to have come from the Customer and the Bank shall bear no liability or responsibility if the Bank has not been duly informed.

The Customer is obliged to enter into transactions in accordance with Bank instructions as applicable from time to time, as contained in this terms and conditions and on its website, and in accordance with the secure services, transactions and network instructions. The Customer accepts that any omission or failure on his/her part to comply with security procedures and guidelines may result in a breach of confidential information relating to him/her and to transactions being entered into by third parties who are not authorised by him/her, to changes being made to electronic messages and losses being incurred by the Customer, but the Bank shall have no obligation to execute such transactions or make restitution of any loss incurred without prejudice to the provisions of the Bank's General Terms and Conditions and/or framework contract for payment services.

Provided the Customer is registered and has the relevant Personalized Security Credentials he/she may request that access be suspended and/or that access be restored after it was suspended, using the Service, in which case access shall be suspended by the Bank as soon as possible after the Bank assesses the said request. Where the Service is not used for 36 consecutive months the Bank shall inform the Customer in writing that access to the Service is to be suspended and the Customer shall be obliged to inform the Bank through HSBC Phone Banking service within two (2) months about his/her intention to reinstate the Service or not otherwise the Bank upon lapse of the 2 months' period shall be entitled to terminate access and these terms.

The Customer undertakes to enter accurate, complete and clear orders and declares that all information given shall be accurate, valid, complete and true and that he/she will maintain and duly update registration particulars so that they remain true, accurate, valid, updated and complete. Moreover, the Customer acknowledges that transactions requested shall not necessarily be executed simultaneously with orders being given by the Customer. There are cases and issues which require time to be processed and specific instructions which may be executed during Bank business hours only even though the Service is available outside Bank business hours.

Changes or errors which occur before a Customer order or instruction is received by the Bank shall be the Customer's responsibility and the Bank shall not be obliged to make restitution of any loss which the Customer may incur from failure to execute an erroneous order or instruction.

The Customer shall be obliged not to use the Personalized Security Credentials used to access the Service to access third party alternative networks.

The Customer shall be liable for any loss incurred by the Bank from infringement of these terms, and irrevocably authorises it to debit the amount of loss incurred from the account provided without prior notice, including any losses or expenses incurred in the case of interference or system failure where that is due to his/her acts or omissions.

Any other use, such as connection to the Bank's website using a third party website (linking) is expressly prohibited and the Bank shall be entitled to seek restitution of any direct or consequential loss incurred and to seek compensation.

The Customer accepts that use of the webpages on the Bank's website is intended solely for the purpose of banking services being provided to him/her in person. Consequently, the Customer shall be obliged to refrain from any act which seeks to reverse engineer or recompile the source code in software run on the Bank's website, or whereby the Customer obtains unauthorised access to any service, software, system, individual computer or network of computers or file of the Bank or which attacks the Bank's website and its systems in general in any manner by using mechanical or automated means or methods.

### V. BANK'S RIGHTS AND OBLIGATIONS - BANK DISCLAIMER

It is hereby agreed in this contract between the Customer as a user of the payment services and the Bank as the payment services provider that after the payment instruction cut off time, the amount of the payment transaction is in euro, in cases of national payment transactions in the currency of the member State outside the euro area concerned and payment transactions involving only one currency conversion between the euro and the currency of a member State outside the euro area, provided that the required currency conversion is carried out in the Member State outside the euro area concerned and, in the case of cross-border payment transactions, the cross-border transfer takes place in euro the latest till the end of the next business day after the receipt of the payment order.

The Bank's ability to execute payment instructions within the maximum execution deadline depends on the time at which the orders are received before the cut off times and the currency conversion cut off times which are

available to the Customer as defined above. Any payment instruction relating to payment accounts which is sent using the Service must be received by the Bank before the cut off times in order to be deemed to have been received on the same business day. Any payment instructions sent using the Service after the cut off times and the currency conversion cut off times will be deemed to have been received on the next business day. The Customer acknowledges that when a payment instruction is given for a payment transaction, additional time must also be taken into account for processing and execution of the order by the payee's bank. Moreover, the Customer acknowledges and accepts that the Bank is not liable for processing and execution of international payments where the date on which the payment is received by the payee's bank or institution or the exchange rate date is not a business day.

The Customer acknowledges that the Bank shall be entitled to use correspondent banks and payment clearing and settlement systems chosen by the Bank to execute the payment. Where payment services are provided by the Bank which do not fall within the payment transactions as defined by the applicable Greek legislation on payment services – law 4537/2018 the Bank shall not be liable for any delay or inability caused by the correspondent bank or any clearing and settlement system.

The Customer acknowledges that the Bank and all members of the HSBC Group shall be obliged to act in accordance with the laws and regulations which apply in the various states which seek to combat money laundering, terrorism financing and the provision of financial and other services to natural or legal persons on whom sanctions have been imposed. The Bank may take any steps, or give instructions to other members of the HSBC Group to take steps, which, in its unfettered discretion, it concerns appropriate in line with the said laws and regulations.

Such steps may include, but are not limited to: the investigation of payment instructions and other information or communications provided by/sent to the Customer or on his/her behalf, via Bank systems or using systems of another member of the HSBC Group. The Bank shall be entitled to conduct the said investigations to ascertain if a name which may be related to natural or legal persons on whom sanctions have been imposed is in fact related to them.

The Customer acknowledges and accepts that the Bank and members of HSBC Group shall not be liable for losses (whether direct or consequential) incurred as a result of: (i) delays or non-execution by the Bank or other

member of HSBC Group of obligations undertaken under the account opening terms and conditions or other obligations, attributable in whole or in part to activities which the Bank, at its unfettered discretion, considers appropriate for its compliance with the said laws and regulations, or (ii) exercise by the Bank of the rights given by this paragraph.

In certain cases the steps taken by the Bank may prevent or delay the processing of information. For that reason the Bank and members of the HSBC Group do not provide guarantees that the information on Bank systems relating to payment messages and communications which are the scope of activities taken under this paragraph, are accurate or updated at the time that access to them is sought, during such time as those actions last. Provided that the laws and regulations in effect so permit, the Bank shall make concerted endeavours to inform the Customer about the conditions referred to above, doing so directly where that is reasonably feasible.

The Bank undertakes to ensure operation of the Service, but shall expressly not be liable where there is any interruption in service due to events beyond the Bank's control, to force majeure such as network down time or delays, or black outs or strikes by bank staff, scheduled or unscheduled maintenance or upgrade work on infrastructure, erroneous keys typed by the Customer or delays, errors or technical inadequacy or malfunction of the telecom network or technical equipment of the Customer or a third party, such as internet service providers, which make it impossible to obtain access to the Service on a temporary or permanent basis, or any other cause which is not due to the Bank's gross negligence. The Bank shall not be liable for any expenses, losses or damages incurred by the Customer and/or any person in the case or interference or attempted interference with systems, non-operation thereof due to force majeure, which includes strike or termination of work by Bank staff on any grounds, faults or improper manufacture of the equipment used to operate them or relating to information whose origin is outside the Bank and any other case not due to the Bank's negligence.

The Bank may use the Service to dispatch information sent automatically online by third parties to its system on an 'as is' basis and shall bear no liability for their content.

The Customer hereby acknowledges and accepts that the Bank may refuse to execute a payment instruction (without being liable for such non-execution) where the conditions laid down in the General Terms and Conditions for Individuals and/or the framework contract for payment services are not met (and in the case where there is

no agreement reached over a request for an overdraft or credit line) or where there are not adequate funds or the payment instrument has been blocked or the usage limit has been exceeded or where it has not been reasonably determined that the transaction is lawful or if the Bank considers that the beneficiary has not used the account or in order to prevent fraud.

Following a request from the Customer for a specific payment transaction originated by the Customer as payer, the Bank shall provide specific information about the maximum execution deadline, the charges to be paid by the Customer as payer, and if appropriate, the breakdown of individual amounts comprising those charges.

The Bank shall take all reasonable steps to ensure that any information provided to the Service is an exact copy of the information in the Bank's systems or which is provided by third parties. Due to the nature of the Service and conditions outside the Bank's control, the Bank does not warrant that the information provided by the Service is accurate or free of errors. Some information available via the Service may be specified on screens or in user guides subject to the Bank's disclaimer or other provisions, in which case the Customer should rely on that information subject to the reservations entered by the Bank.

# VI. EVIDENCE OF ELECTRONIC FILES – ACCOUNT E-STATEMENTS – CREDIT CARD E-STATEMENTS

Magnetic entries on the Bank's system shall have full evidentiary value in relation to the content of Customer orders and transactions entered into via the Service, but the Customer shall be entitled to produce counterevidence in this regard.

The Customer has already accepted and acknowledged by the general terms and conditions for individuals and in any case by these terms that since and if the Customer (or his co-holder) has been registered of the HSBC Online Banking service (the Service) for any account of his/her, the transactions and payment transactions information for all accounts held with the Bank wherever he/she is a (co-) holder shall be sent to the Customer who is the subscriber of the Service electronically either by default at the Bank's discretion or upon option of any of the Customer/subscriber entailing that paper statements shall not be sent at the correspondence address indicated to the Bank. The e-statement shall be available under the menu 'Statements/Advices' through the option 'e-Statement' and a previously sent informative e-mail which shall be sent to his/her e-mail address or secure e-message. In any such case every customer who is a subscriber of the Service must inform his/her other coholders on this subject. Each one of the co-holders of the account(s) may choose again the manner of dispatch or availability of the statements upon relevant written mandate addressed to the Bank. The option which every

co-holder has on this subject (means of dispatch of statements) can be made for all his accounts and not for some of them. If a paper statement option is made such shall be sent to the indicated to the Bank correspondence address according to the already agreed upon the General terms and conditions for individuals. The Customer hereby either as holder of sole account(s) or co-holder of joint account(s) acknowledges and accepts that the Bank shall execute the relevant mandate received prior to the issuance of statements even one (1) business day prior to.

The Customer shall receive a confirmation from the Bank for transactions entered into using the Service in the form of a separate written notice or in his/her monthly statement according to the aforementioned. The Bank shall send the Customer a secure e-message that the e-statement, credit card e-statement or e-advice is available, if these services are rendered by the Bank.

The Bank shall inform the Customer of the overall activity in his accounts (banking and loan) and of the payments through any channel of the Bank's payments services (branches, ATMs, HSBC Phone Banking and HSBC Online Banking) on cash deposits and/or withdrawals, fees charged for the use of a credit and/or debit card linked to a Customer's account, payment instruction and so on, according to the determined and agreed upon in the Bank's general terms and conditions.

In order to read, save or print the statement from PDF files, the Customer must have the software Acrobat © Reader (version 6.0 or later) installed. Where the Customer does not have that software, the Bank provides a corresponding secure link on its website to download it free of charge. Where the Customer wishes to receive paper statement(s), the e-statement option shall be automatically de-activated or if he de-activates the choice of e-statement then the information on transactions and payment transactions (e-statements), credit card e-Statements shall be made according to the legislation and as agreed upon in the general terms and conditions for individuals, as applicable from time to time which the Customer has already accepted.

In relation to the monthly Credit Card e-statements service the Customer acknowledges that when and if the Bank provides such service upon relevant communication, this service will be provided to the Customer only when he/she is a holder of the HSBC main credit card and at the same time a registered subscriber of HSBC Online Banking service. The Customer hereby agrees, accepts and acknowledges that for the monthly credit card e-statements service the Bank is entitled and authorized hereby, unless the

Customer objects prior to the activation of the new service of credit card e-Statements through the HSBC Phone Banking or in writing though the Bank's branches to automatically activate this service on a monthly basis, by making available to the Customer his/her Credit Card e-Statement(s) and to cease sending the monthly paper credit card statements. The Customer - holder of the main/primary credit card has always the right to opt out to this service by communicating accordingly via HSBC Phone Banking service of the Bank's branches his/her mandate for the Bank to send henceforth, at the mailing address indicated by the Customer. The Customer acknowledges that his/her relevant mandate will be executed by the Bank after five banking days as from the date of the mandate. Given that the Customer has not objected to the automatic activation of the service prior to the date of its activation through the means indicated above or did not opt out to the Credit Card e-Statement service, the Customer acknowledges and accepts that the Bank shall send to the Customer an email at his indicated by the Customer internet e-mail address in order to inform him/her on the issuance and availability of the Credit Card e-Statement. The Credit Card e-Statement shall be available at the menu category 'Statements/Advices' and 'Credit Cards e-Statement' option, To this aim the Bank suggests and the Customer undertakes the obligation to update his/her internet e-mail address at the menu category 'Services' through the 'Personal Information Update' option. The Customer acknowledges and accepts that the Credit Card e-Statements service shall not be available in cases of termination of the credit card agreement.

Furthermore, the Customer acknowledges and accepts that the Bank shall have the right to suspend or even terminate the availability of either the e-Statements service or Credit Card e-Statement services and apply the dispatch of paper credit card statement at the latest mailing address indicated by the Customer to the Bank, without prior notice in case even one of the reasons mentioned hereunder term 'Duration – Suspension and termination of use/access to the service' occur. In any other case the suspension or termination of either the e-Statements service or Credit Card e-statements service shall be realised two (2) months after relevant notice to the Customer.

#### VII. AMENDMENT OF TERMS

The Customer declares that he acknowledges and accepts that amendment of terms, including these terms, takes place according to the agreed upon and mentioned in terms of the General Terms and Conditions for Individuals without prejudice to relevant provisions of the framework contract for

payment services In any case the new amended terms of the Service are notified, depending on the case, according to the current applicable legislation to the Customer and prior to any transaction through the Service. With regard to amendments relating to the provision of payment services, the aforementioned notification to the Customer takes place at least two (2) months prior to the entry into force of the intended amendment. The non-acceptance of the terms means the, from the part of the Customer, termination of this agreement and cease of the Service.

## VIII. PRIVACY NOTICE – CONFIDENTIALITY – APPLICATIONS AND DATA SECURITY

The Customer can be at all times informed in respect to the process of his personal data and information in accordance with the EU Regulation 2016/679 and the respective implementing local law kept with the Bank, by the Privacy Notice of the Bank, as in force which is easily available at its public website and branches, as it explains what information are collected, how that information are used, with whom it will be shared, the circumstances when it is shared and what steps are taken to make sure it stays private and secure and the data subjects' rights and that in all cases the Privacy Notice should be read carefully.

The Bank has taken every possible measure in its standard business practice to protect the transaction software system available via the Service from attacks by viruses but shall not be liable in the case of damage of the hardware, software or files of the Customer caused by viruses, and it cannot provide a warranty as to the non-existence of viruses, and bears no liability in the case of damage to hardware, software or files or other damage caused to the Customer by a virus.

The Bank has taken all measures necessary to ensure high security levels and to protect its system, data and transactions as required by standard business practice including security measures for protection of integrity and confidentiality of personalized security credentials of the Customer within the parameters of the General Terms and Conditions and/or framework contract. However, the Bank bears no liability if, despite due diligence on its part, the confidentiality of information relating to the Customer is breached.

The Secure Socket Layer (SSL) protocol provides a high level of security for internet communications. The SSL protocol provides an encrypted communication channel between a browser and a web server. The SSL protocol blocks the phishing of sensitive information (such as credit card numbers, account balances and other financial and personal information) sent over the internet between the Customer's browser and a web server during electronic transactions.

Encryption converts into a coded format before sending it over the internet. This means that unauthorised users cannot read it. HSBC uses SSL encryption which is the accepted industry standard. There is a secure 'encrypted' environment when the URL address starts with http s: // or there is a closed lock in the bottom right-hand corner of the Customer's web browser.

#### IX. COST OF SERVICE - PAYMENT TRANSACTION CHARGES

When the bank decides to collect charges for use of the Service the amounts corresponding to those charges will be debited at the time specified by the Bank from the account indicated by the Customer. These charges can be learned before any transaction at Bank branches, using the HSBC Phone Banking Service, the Bank's website or the Service. The price list for services provided as part of the Service is available on the website <a href="https://www.hsbc.gr/ibcharges">www.hsbc.gr/ibcharges</a>.

The Bank maintains the accountant at its discretion for the purpose of its accounting system and books, and sends statements via reasonable means at the Bank's discretion.

In all events, the Customer may submit objections about the charges and/or request termination of access to/use of the Service and rescind this contract and the framework contract for payment services. The Customer acknowledges that he/she shall pay third party costs such as the cost of connecting to electronic information networks, the cost of equipment, phone and other charges, taxes, levies, expenses or other manner of charges payable to the State or any third parties imposed due to or in relation to these terms and conditions or the Service.

The Bank shall not charge the users of payment services for the discharge of their obligations in relation to the provision of information or corrective/preventative measures it is obliged to take. Information about

Bank charges is available in the price list for services provided which is given to the Customer, and is available via the Service.

The Customer declares that he/she is aware that in the case of all payment transactions granted within Member States of the Union (EU) and/or the European Economic Area (EEA), where the payment service providers of both the payer or the payee or the one and only payment service provider as to the payment transaction at issue are located in EU and/or the EEA, there shall not be an option to charge all bank charges for the payment transaction to the payer only or the payee only but the payee pays the charges levied by his payment service provider, and the payer pays the charges levied by his payment service provider without that meaning that the two charges must be equal. The Bank, as the payer or payee's payment service provider and any bodies intermediating on their behalf (correspondent banks) shall be obliged to transfer the full amount of the payment transaction and not deduct any charges from it. However, the Customer as the payee in payment services and the Bank and payment service provider agree that the latter shall deduct its charge/fee and the expenses of correspondent banks from the amount transferred as part of the payment transaction before it is credited to the payee's payment account, where the full amount of the payment transaction and the charges are fully itemised in the statement sent to the payee. Where the payment transaction is sent by the payer and charges are deducted from the amount transferred beyond those which are cited above, the Bank shall ensure that the payee receives the entire amount which the payment transaction relates to. Where the payment transaction is originated by the payee or via him/her, the payment service provider of the payee shall ensure that the payee receives the entire amount to which the payment transaction relates.

All above do not apply for payment transactions which do not fall under law 4537/2018 as in force from time to time.

## X. DURATION – SUSPENSION AND TERMINATION OF USE/ACCESS TO THE SERVICE

This contract shall remain in effect indefinitely. The Customer shall be entitled to request at any time termination of his/her access to the Service either by sending a secure e-message via the HSBC Online Banking Service or written notice to any branch of the Bank or using the HSBC Phone Banking service, provided at least one month notice is given. The Bank shall execute the Customer's access termination request by the 10th business day from the date on which the request was received.

The Bank reserves the right to suspend or/and terminate use of the Service by the Customer without notice on serious/ objectively justified grounds such as irregular use of the Service by the Customer; infringement of any of these terms by the Customer including as regards security-related aspects of such Service, or infringement of any other obligation arising on different grounds towards the Bank or any third party; the Customer's insolvency or indebtedness or his credit rating is reduced or a significantly increased risk of the Customer as payer being unable to discharge his/her payment obligations; technical grounds which make it essential to safeguard the Customer's and Bank's interests; ; whichever case provided in these terms or in the framework contract of payment services or in the General Terms and Conditions occurs which entails termination of the contractual relationship; where the Service has not been used for 36 consecutive months; where any statement made or data provided was or has become untrue in any respect; where suspension or termination is required to comply with any legislation or regulatory provision/decision; or where there are suspicions about unlawful unauthorized or fraudulent use of the account by the Customer or by a third party due to the Customer's fault or negligence. Where the Bank suspends use of the Service, it shall do so having first notified the Customer of the suspension and the reasons for this and the legal effects of such suspension shall commence 30 days thereafter, whereas termination of use of the Service shall be effectuated by giving the Customer 60-days' notice, and the legal effects of such termination shall commence at the end of that time. In any case the Bank shall be entitled to rescind/terminate this contract by giving the Customer two (2) months written notice whilst the Customer shall be entitled to rescind/terminate this contract at any time by giving at least one month written notice to the Bank. The Customer acknowledges that the Bank shall not be liable for any losses which may arise in relation to a transaction not executed after rescission of the contract or after suspension or termination of banking transactions via the Service.

### XI. INTELLECTUAL PROPERTY RIGHTS - BANK TRADEMARKS

Intellectual property and corresponding rights in all data, information, systems, procedures or other materials used or developed by the Bank for the purpose of providing services via the Service or for discharging Bank obligations hereunder shall remain the Bank's property. The Customer shall be entitled to use such materials for the purpose of providing and receiving banking services as outlined herein. The Customer acknowledges that the HSBC logo and corporate name are registered trademarks of the Bank. The

entire internet content, including images, graphics, photographs, drawings, texts of the services provided and in general all files on the website are intellectual property, registered trademarks and service marks of the website and are protected by the relevant provisions of Greek law, European law and international conventions and treaties. Reproduction of all or part of the website in any format is prohibited without the prior consent of the Bank, other than printing out or saving a copy of the content of a webpage for personal, non-commercial use.

#### XII. LINKS TO OTHER WEBSITES

The Bank does not check the availability, content, personal data protection policy, quality and completeness of services on other websites and webpages which are referred to via links, hyperlinks or banners, and the Bank cannot be deemed to accept the content or services of websites or webpages which are referred to.

### XIII. LANGUAGE - APPLICABLE LAW - JURISDICTION

The language in which this contract as well as that of the framework contract for payment services is the Greek language and the terms hereof shall be governed by Greek law. The Customer by accepting the general terms and conditions for Retail customers and/or the framework contract for payment services has agreed as competent courts for the purpose of interpreting these terms and resolving any dispute which derives from these terms the competent courts of Athens.

#### THE BANK'S COOKIE POLICY AND USE OF COOKIES

The Customer is notified herein but in all cases through the Bank's website for the Bank's Cookie Policy that the Bank may use small text files stored on the Customer's computer hard drive (cookies) the details of which are communicated, how these are used by the Bank and which are their benefits. The cookies used by the Bank do not store personal information such as the Customer's name, address, telephone or e-mail, however cookies may monitor how the Customer uses the Service for the Bank to be able to provide a more suitable content. The Bank uses a small number of cookies which are completely safe and most of them are used purely to provide important security features such as protecting your data and your accounts. The cookies used by the Bank today for the Service are absolutely and technically necessary for the rendering of the Service.

In any case the Customer can at any time find on the Bank's website the Cookies Policy and the List of Cookies for the Service (<a href="www.hsbc.gr/cookies">www.hsbc.gr/cookies</a>) as well as the Privacy Notice (link), as in force from time to time.

#### ACCEPTANCE OF THE TERMS OF THE SERVICE

The Customer declares that after reading and comprehending the terms of the Service, his/her choice, if so, 'I accept' means that he/she has expressly and unconditionally accepted these terms as well as the Bank's Cookie Policy and the Cookie List of the Bank, as an integral part of the Bank's General Terms and Conditions for Individuals and the framework contract for payment services, as in force from time to time and as implemented, and/or the price list and/or the interest rate list and/or exchange rate list and /or the cut off times and/or the currency conversion cut off times constitute a single text, and acknowledges that the aforementioned tables are available at the Bank's website and/or the Bank's branches and/or through HSBC Phone Banking service and/or HSBC Online Banking service.

The General Terms and Conditions including the framework contract on payment services, are applicable, as amended from time to time.

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