



## PAYMENT SERVICES AGREEMENT

SECTION A  
GENERAL PROVISIONS**1. Subject**

The present terms and conditions regulate the payment services provided by Piraeus Bank to its Customers or/and Enterprises through the present Framework Agreement, under Law No 4537/2018 (Official Gazette A 84/15.5.2018), "Incorporation of the Directive 2015/2366/EU to the Greek legislation for the payment services and other provisions", by which the Directive 2015/2366/EU of the European Parliament and of the Council of 25 November 2015 on payment services in the internal market, amending Directives 2002/65/EC, 2009/110/EC and 2013/36/EU and Regulation No 1093/2010/EU and repealing Directive 2007/64/EC (EU L 337), is incorporated into the Greek law and order.

**2. Scope of application**

**2.1** The above-mentioned terms and conditions are applied to

- (a) the Payment Services provided in Greece,
- (b) the Payment Transactions performed in the currency of a Member State, when both the Payment Service Provider of the Payer and the Payment Service Provider of the Payee, or the sole Payment Service Provider for the Payment Transaction are located within the Member States, in respect of the parts of the Payment Transaction, which are performed in Greece.
- (c) the Payment Transactions, which are performed in a currency other than the one of a Member State, when both the Payment Services Provider of the Payer and the Payment Services Provider of the Payee, or the sole Payment Services Provider for the Payment Transaction are located within the European Economic Area, in respect of the parts of the Payment Transaction, which are performed in Greece, apart from the terms 4.1., 4.2., 4.6 and 7 of the present agreement, on a case-by-case basis and to
- (d) the payment transactions, which are performed in all the currencies, when only one of the Payment Service Providers is located within the European Economic Area, in respect of the parts of the Payment Transaction, which are performed in Greece, apart from the provisions 4.1., 4.2., 5, 7, 10 and 12 of the present agreement, on a case-by-case basis.

SECTION B  
DEFINITIONS

The meaning of the following definitions has been agreed upon as follows:

1. **"Bank"**: the Banking Company S.A. under the corporate name "Piraeus Bank S.A.", as legally represented, with registered office in Athens (4 Amerikis Str., Postal Code 10564). Piraeus Bank S.A. is registered in the Sociétés Anonymes Register of the Ministry of Economy, Competitiveness and Shipping (General Electronic Commercial Registry - G.E.MI. 157660660000) and is subject to prudential supervision by the Bank of Greece (electronic address [www.bankofgreece.gr](http://www.bankofgreece.gr)). E-mail address ([www.piraeusbank.gr](mailto:www.piraeusbank.gr))
2. **"Competent Authority"**: The General Secretariat for Commerce and Consumer Protection of the Ministry of economy and Development.
3. **"Consumer"**: the individual, who is not acting for commercial, business or professional purposes, with regard to the payment services agreements, which are covered by the present law,
4. **"Very Small Enterprise"**: an enterprise, which, upon the conclusion of the present agreement, falls within the meaning of the article 2 par. 9 of L. 2251/1994 (A191),
5. **"Payer"**: the individual or legal entity, who holds a payment account and allows a payment order from that account or, if there is no payment account, the individual or legal entity, who gives a payment order,
6. **"Payee"**: the individual or legal entity, who is the intended recipient of funds, which have been the subject of the payment transaction,
7. **"Payment Services Provider"**: the entities mentioned in par. 2 of article 1 or in article 34 of L. 4537/2018 (Official Gazette A 84/15.5.2018).
8. **"Payment Initiation Services Provider"**: the payment services provider, who carries out business activities according to the point 16 of the present article.
9. **"Account Information Service Provider"**: the payment services provider, who carries out business activities according to the point 17 of the present article.
10. **"Customer"**: the Consumer or/and the Very Small enterprise.
11. **"Enterprise"** with the exception of Very Small enterprises, each individual or legal entity, who carries out payment transactions for the purposes of his professional, commercial or business activity
12. **"Payment Services User"**: The Customer or/and the Enterprise, who use a payments service in the capacity of Payers, Payees or in both capacities.
13. **"Contracting Parties"**: on the one hand the Bank and on the other hand the Customer or/and the Enterprise. The terms and conditions of the present Framework Agreement may be applied to the Consumer, the Very Small Enterprise, the Customer or/and the Enterprise, on an overall basis or on a case-by-case basis.



14. **“Framework-Agreement”** the present payment services agreement between the Bank and the Customer or/and the Enterprise.
15. **“Payment Services”** are the following for the purposes of the present agreement:
- a) services enabling the placements of cash to a payment account, as well as all the operations required for operating a payment account,
  - b) services enabling cash withdrawals from a payment account, as well as all the operations required for operating a payment account,
  - c) execution of payment transactions, including the transfer of funds to a payment account, which is held in the payment services provider of the user or another payment services provider, namely:
    - i) execution of direct debit orders, including the one-off direct debit,
    - ii) execution of payment transactions by using a payment card or other relative means of payment,
    - iii) execution of credit transfers, including the standing orders,
  - d) execution of payment transactions, within the context of which the funds are covered by the credit limit for the payment services user, namely:
    - i) execution of direct debit orders, including the one-off direct debit,
    - ii) execution of payment transactions by using a payment card or other relative means of payment,
    - iii) execution of credit transfers, including the standing orders,
  - e) issuing of payment instruments and/or acceptance of payment transactions,
  - f) remittance services,
  - g) payment initiation services,
  - h) account information services,
16. **“Payment Initiation Service”**: the service for the initiation of the payment order following the request of the payment services user in relation to the payment account, which is held in another Payment Services Provider,
17. **“Account Information Service”**: the direct online service for the provision of aggregated information concerning one or more payment accounts, which are held by the payment services user, either in another Payment Services Provider, or in more than one payment services providers
18. **“Remittance Service”**: the payments service where funds are received from a Payer, without any payment account being opened in the name of the Payer or the Payee, for the sole purpose of transferring the corresponding amount to the Payee or another Payment Services Provider, who acts on behalf of the Payee and/or upon this service, such funds are received on behalf of and made available to the Payee,
19. **“Direct Debit”**: the Payment Service through which the Payer’s payment account is debited, when the payment transaction is initiated by the Payee, on the basis of the Payer’s consent to the Payee, the Payment Services Provider of the Payee or the Payment Services Provider of the Payer himself,
20. **“Acquiring of Payment Transactions”**: the payment service provided by the payment services provider by concluding an agreement with a payee for the acceptance and processing of payment transactions, resulting in a transfer of funds to the payee,
21. **“Credit Transfer”**: the payment service for crediting the payment account of the Payee with a payment transaction or a series of payment transactions from the Payer’s payment account through the payment services provider, which holds the Payer’s payment account, following the payer’s order,
22. **“Funds”**: banknotes and coins, scriptural or electronic money, as specified in paragraph 1 of the article 10 of I. 4021/2011,
23. **“Payment Transaction”**: an act, initiated by the Payer or on his behalf or by the payee and consists in placing, transferring or withdrawing funds, irrespective of any underlying obligation between the Payer and the Payee,
24. **“Remote Payment Transaction”**: A payment transaction initiated through the internet or through a device, which can be used for distance communication,
25. **“Payment Account”**: an account that is held in the name of one or more payment services users and is used for the execution of Payment Transactions,
26. **“Payment Order”**: any instruction by the Payer or the Payee to the Payment Services Provider requesting the execution of a Payment transaction,
27. **“Payment Instrument”**: any personalized device and/or set of procedures, including terms that have been agreed, especially, regarding the spending limit, between the payment services user and the payment services provider and is used for the initiation of a payment order,
28. **“Value Date”**: the reference time used by the Payment Services Provider for the calculation of interests on funds debited or credited to a payment account,
29. **“Reference Exchange Rate”**: the exchange rate used as a basis for the calculation of any currency conversion and is made available by the Payment Services provider or comes from a publicly available source,
30. **“Reference Interest Rate”**: the interest rate used as a basis for the calculation of interests and comes from a publicly available source, which can be verified by both parties of the Framework Agreement,
31. **“Business Day”**: the day on which the relevant payment services Provider of the Payer or the payment services Provider of the Payee involved in the execution of the payment transaction is operating, as required for the execution of the payment transaction,
32. **“Authentication”**: the procedure, which enables the payment services Provider to verify the identity of the Payment Services user or the validity of the use of a specific payment instrument, including the use of the user’s personalized security credentials,
33. **“Strong Authentication”**: the authentication based on the use of two or more elements, concerning the knowledge (an element that only the payment services user knows), ownership (an element that only the user possesses) and one of his unique inherent characteristics (a unique inherent element of the payment services user), which are mutually independent, i.e. the breach of one does not compromise the others and the authentication process is designed in such a way as to protect the confidentiality of the authentication data,



34. **“Personalized Security Credentials”**: personalized data provided by the payment services Provider to a payment services user for authentication,
35. **“Sensitive payment data”**: data, which include the personalized security credentials and can be used for fraud. For the actions of the payment initiation services Providers and the account information service Providers, the name of the Payee as well as the number of the payment account do not comprise sensitive payment data,
36. **“Unique Identifier”**: a combination of letters, numbers or symbols, specified to the payment services user by the payment services provider, which will be provided by the payment services user to identify unambiguously the other User and/or the payment account for a payment transaction,
37. **“Means of distance communication”**: any means, which can be used for the conclusion of a payment services agreement, without the simultaneous physical presence of the payment services Provider and the payment services User,
38. **“Durable Medium”**: any instrument enabling the payment services User to store information addressed personally to him in a way which is accessible for future reference for a time period adequate for the purposes of the information, and which allows the unchanged reproduction of the information stored,
39. **“Payment Services Provider for Issuance of Card-based Payment Instruments”**: means the Payment Services Provider, which carries out business activities according to the points 15 c) ii), 15 d) ii) and 15 e) of the present article.
40. **“Member State”**: every member-state of the European Union and every other state which has ratified the Agreement for the European Economic Area (E.E.A.),
41. **“Third-countries”**: the countries other than the member-states.

## SECTION C INFORMATION AND TERMS AND CONDITIONS OF FRAMEWORK AGREEMENT

### 1. Payment Services

1.1. The present agreement regulates the following payment services:

- (a) Credit transfers.
- (b) Remittances.
- (c) Direct debits.
- (d) Payments through credit, debit or prepaid card.
- (e) Any payment service or payment transaction, which allows the withdrawal or/and placement (deposit) of funds to a payment account.
- (f) Any other service falling within the definition of payment service, according to the point 15 of the article 1 of Section B hereof.

1.2 The aforementioned Payment Services may be supplemented by more specific terms and conditions concerning the individual services provided by the Bank to the Customer or/and the Enterprise (e.g. the payment services user’s rights according to the article 8 of the Regulation EU 2015/751 for the card-based payment instruments bearing more than one trademarks). Any existing special agreements between the Bank and the Customer or/and the Enterprise are not affected. The present terms shall prevail only in case the same issue is regulated by them as well as by any more specific agreement, and only in case of an inconsistency between them.

### 2. Information – Unique identifiers

2.1. The Bank carries out payment services, only after the Customer or/and Enterprise has given the relevant order and authorization. The Customer or/and the Enterprise may give payment orders in one of the following ways:

- (a) By providing instructions to the Bank branches’ staff for the execution of a certain payment or a series of payments. In this case, the order is given exclusively in writing, by signing a specific document on a case-by-case basis (application, order form, transaction slip or receipt) and may be subject to more specific terms, which regulate the respective transactions.
- (b) By orders given through the use of a credit card, debit card or prepaid card. Unless otherwise specified in the more specific agreements regulating the use of the card, in order for an order to be deemed as authenticated, all or some of the following data should be provided, according to the type of transaction:
  - i) The Personal Identification Number (PIN), which is entered in the ATMs of the Bank or in the ATM network of other associated Banks. This number is unique and equivalent to a signature.
  - ii) The signature on the debit slips or receipts, which are issued by the devices for the collection of transactions (EFT /POS) or/and typing of the Personal Identification Number (PIN) in the devices for the collection of transactions (EFT /POS), which offer this option.
  - iii) Especially for the remote transactions (e.g. transactions through the internet or telephone transactions), the special security features of the card or/and the provision of identity data is required. Depending on the type and category of transaction, all or some of the following data may be requested:
    - the number and expiry date of the card.
    - the special identification number (CVV2 /CVC), which consists of the three last numbers indicated on the back side of the card.
    - the card holder’s full name.
    - any other necessary data on the basis of the security protocols, which are applied at any given time by the Visa and Mastercard organizations, and any other organization with which the Bank is likely to cooperate with.
  - (c) With instructions through the internet banking system of winbank, provided that the Customer has been granted an access right. In order to execute a transaction via winbank, the relevant order should be authenticated on the basis of the user name and the secret personal Password, according to the Bank’s applicable access and security procedures.



(d) With instructions through the phone banking service, provided that the Customer or/and the Enterprise has accepted the terms of use of this service. In order to execute the transaction via phone banking, the relevant order should be authenticated on the basis of the secret Personal Identification Number (PIN), according to the Bank's applicable access and security procedures.

(e) With payment orders through the easypay kiosks. The order for the execution of payment is given by typing the transaction data and placing the cash in the special slot of the easypay device, according to the Bank's applicable access and security procedures. Payment orders through the easypay devices may also be given through the use of a payment card, provided that this option is offered by the specific easypay device.

(f) Via standing orders for execution of payment service orders, such as, in particular, standing orders for credit transfer, remittance, direct debits and payments through debit or credit or prepaid card. The authorization for the execution of payment on a fixed basis is provided by filling in the special instruction form provided by the Bank or remotely, via the internet banking system of winbank or the phone banking service, and is subject to the more specific terms and conditions regulating the Bank's standing orders.

(g) Via an order that is forwarded directly to the Bank by the Payee or the Payment Initiation Services Provider, as defined in Art. 1, par. 1.2, Section E of the present agreement, to whom, on a case-by-case basis, the Customer or/and the Enterprise has previously given his consent for the execution of the transaction.

(h) Via a payment execution order through any other payment instrument that the Bank has available or intends to develop in the future, according to the more specific terms and conditions regulating the specific payment instrument.

**2.2** The Customer's or/and the Enterprise's consent may be given after the payment execution (approval) and only after the agreement is provided by the Bank.

**2.3** By the relevant payment order, the Customer or/and the Enterprise should provide all the necessary information for the proper payment execution to the Bank. Specifically:

**(a)** With regard to the payment transactions performed by the Customer or/and the Enterprise as the Payer of transaction, all or some of the following data shall be requested on a case-by-case basis for the identification of the Payee ("identifiers"):

- the account number or the IBAN number of the Payee or the payment card number, where required by any more specific terms and conditions relating to the Bank's payment services,
- the corporate name, branch, address and BIC /SWIFT code of the payment services provider, where the Payee's payment account is held,
- the name and address of the individual Payee or the corporate name and the registered office of the legal entity payee,
- any other information that may be prescribed by more specific terms and conditions concerning the payment services of the Bank as well as any information required by the legislation or/and the instructions of the competent supervisory authorities.

With the respective payment order, the Customer or/and the Enterprise also notifies the amount and the currency of payment, the number of the payment account (or the card number) that shall be charged with the amount of payment, as well as the execution date of the transaction. In the case of standing orders, the date or frequency of periodical payments is also provided.

**(b)** In regard to transactions, within the framework of which the Customer or/and Enterprise is the Payee, his/its identification shall be performed by the Bank on the basis of all or some of the following data ("identifiers"):

- the IBAN number or the account number of the Customer or/and the Enterprise or the payment card number, where required by more specific terms and conditions concerning the Bank's payment services,
- provided that no payment account is held in the Bank, the identity data of the Customer or/and the Enterprise
- any other information that may be prescribed by more specific terms and conditions, concerning the Bank's payment services, the agreements concluded by the bank with a Payee for the acquiring and processing of payment transactions as well as any additional data required by the Legislation or/and the instructions of the competent supervisory authorities.

**2.4** The Bank may request more or less data in relation to those mentioned right above, according to the type and conditions of each transaction. Such additional data comprises, especially, the identification reference of the transaction or the payment code, which must be provided by the Customer or/and the Enterprise in relation to the payments performed to the enterprises, public utilities etc.

**2.5** The payment orders are processed by the Bank on the basis of the data and identifiers provided by the Customer or/and the Enterprise, without effecting any previous verification or check of their accuracy. A payment executed on the basis of the above-mentioned data and identifiers shall be considered to be approved and properly executed. It is clarified that the Bank can not check whether the account number, the IBAN number and the BIC /SWIFT code, which have been given by the Customer or/and the Enterprise, as unique identifiers, actually correspond to the Payee or the payment services provider that may be mentioned in the payment order.

### **3. Point in Time of Receipt of Orders – Irrevocability**

**3.1** As a point in time of receipt of a payment order is considered to be the time when the Bank receives the order either directly from the Payer, or from the Payee or through the payment services provider of the payee, or through the Payment Initiation Services Provider of the Payer or the Payee, respectively. If the point in time of receipt of the order is not on a business day, the order shall be deemed to have been received on the following business day. The order shall be deemed to have been received on the following business day, provided that it is received after the point in time, which is specified by the Bank as the cut-off time of its daily operations). The above-mentioned time is specified as follows:

(a) For the payment performed through the Bank branches, the maximum time limit of each business day is deemed to be the end of the conventional banking hours for the public (for the time being, at 14.30 p.m. from Monday to Thursday and at 14.00 p.m. for Friday). The same point in time can also apply to the branches operating with extended business hours, which remain open for the public even after the end of the conventional banking hours. The Customer or/and the Enterprise may be informed of any changes in the Bank branches' working hours through the internet, at the website [www.piraeusbank.gr](http://www.piraeusbank.gr), as well as by phone, through the Customer Service Telephone Line (phone number 210-3288000).



(b) In regard to the payments processed through alternative service channels (e.g. winbank system, phone banking service, easypay point service, ATM, easypay kiosks etc.), the cut-off times may vary according to the way in which the order is transmitted to the Bank and the type of payment. Prior to the execution of payment, the Customer or/and the Enterprise may be informed of the individual cut-off times of the bank through the Bank's customer service telephone line (phone number 210-3288000), through the internet banking system of winbank, phone banking service, as well as through the ATMs, easypay kiosks and the easypay point service, which offer this option.

- 3.2** Different cut-off times may be set under more specific terms and conditions, which regulate the payment services provided by the Bank.
- 3.3** In all cases where the Customer or/and the Enterprise wishes to execute a payment on a specific day, he/it should notify the Bank in one of the ways specified in the above-mentioned term 2.1 of the present agreement. If the Customer or/and the Enterprise, on a case-by-case basis, and the Bank agree that the execution of the payment order shall commence on a specific day, at the end of a specific period or day on which the Customer or/and the Enterprise shall make the funds available to the Bank, the point in time of receipt of the order is deemed to be the agreed day. In case that the agreed day is not a business day for the Bank, the payment order shall be considered to have been received on the next business day.
- 3.4** Following the point in time of receipt of a specific payment order by the Bank, this order cannot be revoked. If the Customer or/and the Enterprise has requested the execution of the payment order, as above-mentioned, on a specific day, at the end of a specific period or on the day on which he shall have made the funds available to the Bank, the payment order can be revoked at the latest by the end of the business day preceding the agreed day. If the order for debiting the account is transmitted to the Bank by the payee or through the payment services provider of the payee or through the Payment Initiation Services Provider, it cannot be revoked after the point in time when the Customer or/and the Enterprise gives his consent for the execution of the payment transaction.
- 3.5** With respect to direct debits, the Customer or/and the Enterprise is entitled to revoke the relevant payment order at the latest by the end of the business day preceding the day, on which the debiting of the Customer's or/and the Enterprise's account was agreed, respectively, with the corresponding funds.
- 3.6** The statement of the payment order revocation can only be made in writing. The point in time of receipt of the revocation is deemed to be the time when the Bank receives the revocation statement of the payment order. If the revocation statement of the payment order is sent on a non-business day or following the time specified by the Bank as the cut-off time of the business day, according to the point 30 of the article 1 of Section A hereof, the revocation statement shall be considered to have been received on the next business day.
- 3.7** After the time limits specified above, the order may be revoked only after the Bank's consent. In this case, the Customer or/and the Enterprise may bear a charge, as specified in the Bank's Price List, as well as any other expenses to which the Bank may be subject due to the revocation. If the order pertains to a Direct Debit or the order for debiting the Customer's account is transmitted to the Bank by the payee (or through the payment services provider of the payee) or through the Payment Initiation Services Provider, the order cannot be revoked without the payee's consent.

#### **4. Maximum Execution Time - Value Date (valeur)**

- 4.1** The time period within which each payment shall be executed is determined as follows:
  - (a) The amount of payment shall be credited to the account of the Payee's payment services provider until the end of the business day following the date of receipt of the payment order.
  - (b) With regard to the payments received by the Customer or/and the Enterprise as a Payee, the amount of payment shall be made available to the Customer's or/and the Enterprise's payment account, respectively, once the Bank receives the amount of payment from the Payer's payment services provider. If the Bank receives the amount of payment on a non-business day or/and hour, this amount is made available in the Customer's account on the very next business day.
- 4.2** The above-mentioned time limits are applicable only in case that a) the Bank does not proceed to a foreign currency exchange or b) the Bank proceeds to a foreign currency exchange between Euro and a member-state's currency or between two currencies of member-states or c) the Bank acts as the payment services providers of both the Payer and Payee. In all other cases, the payment transaction shall be executed at the latest within four (4) business days from the receipt of the payment order.
- 4.3** The Customer or/and the Enterprise acknowledge that the compliance with the above-mentioned time limits is feasible only if the Bank has all the necessary information for the payment execution and under the condition that the security controls have been completed, as required by the existing legislation (e.g. concerning the anti-money laundering or the investigation of fraud cases).
- 4.4** Without prejudice to the more specific arrangements in articles 4.1(b), 4.2 and 4.3 of Section C hereof, the value date (valeur) for crediting the Customer's or/and the Enterprise's payment account shall not be later than the business day, on which the amount of the specific payment is credited to the Bank's account. Respectively, the value date for debiting the payment account shall not be earlier than the point in time, at which the Customer's or/and the Enterprise's account is debited respectively with the amount of payment.
- 4.5** In cases where the Customer or/and the Enterprise does not have a payment account in the Bank, the funds are made available to him/it within the time frame specified in par. 4.1 or/and 4.2 of the present article.
- 4.6** In the case of a cash deposit by a payment services user, who is a Consumer, in the currency of a specific payment account, this amount is made available right after the amount has been received and with the respective Value Date. In the case of a cash deposit by a payment services user, who is not a Consumer, in the currency of a specific payment account, this amount is made available right after the amount has been received and with the Value Date being, at the latest, the next Business Day from its receipt. A cash deposit in Euro may also be performed through the Bank's ATM. In the case of cash deposit in an ATM, the amount is made available only after the unsealing of the special deposit envelopes and the counting of their content, which is performed after the end of the Bank branches' daily operations. If the deposit is performed on non-business days and hours, the special envelope is unsealed and its content is counted on the very next Business Day. In this case, the amount is





made available on the same day on which the envelope is unsealed and its content is counted, with the respective Value Date. Provided that the cash deposit is performed in the Bank's ATMs, which offer the option of depositing banknotes directly without an envelope, the amount is made available and with a Value Date, as specified above in the subparagraphs 1 and 2 of the present paragraph 4.6.. It is clarified that in all the above-mentioned cases, the Funds are made available to the Customer, only after the completion of all the control and security procedures, which are applied by the Bank at any given time (e.g. for anti-counterfeiting of banknotes or anti-money laundering).

#### **5. Charges – Interest Rate – Foreign Exchange Rates**

- 5.1** The Bank charge fees and expenses, according to the applicable Price list, which is suspended in all the Bank branches and also available in the Bank's website ([www.piraeusbank.gr](http://www.piraeusbank.gr)). The Customer or/and the Enterprise may also be informed of the Price List through the Bank's branch network, the Bank's web page ([www.piraeusbank.gr](http://www.piraeusbank.gr)), as well as by phone, through the customer service telephone line (phone number 210-3288000).
- 5.2** For every amount being credited or debited to the Customer's or/and the Enterprise's account, the corresponding credit or debit interest shall be calculated. For the calculation of interests, the base rates and reference interest rates are applied on a case-by-case basis, which are communicated with the more specific terms and conditions regulating the Bank's payment services. Information concerning the base rates or the applicable reference interest rates is also made available to the Customer or/and the Enterprise by the Bank branches, the web page [www.piraeusbank.gr](http://www.piraeusbank.gr) and the customer service telephone line (phone number 210-3288000).
- 5.3** If the execution of a payment is requested in a currency other than the one in which the Customer's or/and the Enterprise's account is held, the currency shall be converted on the basis of the Bank's reference exchange rate, as set on the day and time of receipt of the payment order. In regard to the payments received by the Customer or/and the Enterprise as the Payee, the currency shall be converted on the basis of the Bank's applicable reference exchange rate, upon the day and time of crediting the account. Information concerning the reference exchange rates is made available by the Bank branches, the web page [www.piraeusbank.gr](http://www.piraeusbank.gr), but also through the customer service telephone line (phone number 210-3288000). Each currency conversion shall be subject to the charge specified in the Price List for the foreign exchange transactions.
- 5.4** With respect to card payment in a currency other than Euro, the currency is converted by the Visa and MasterCard Organizations and any other organization that may cooperate with the Bank in the future, on the basis of the reference exchange rate, which is applied by the afore-mentioned Organizations upon the day and time of clearing of the transaction. The amount of payment may be subject to a fee charged by the above-mentioned Organizations for the foreign exchange transactions abroad. Information concerning the above-mentioned exchange rates and charges are made available by the Bank Branches or through the customer service telephone line (phone number: 210-3288000), following the submission of the relevant request by the Customer or/and the Enterprise. It is clarified that the exchange rate applied by the Visa and MasterCard Organizations upon the time of processing and clearing of transaction, may be different from the rate that would have applied upon the day and time of the transaction.

#### **6. Communication**

- 6.1** For any information, clarification or request concerning the present Framework-Agreement, the Customer or/and the Enterprise may address any branch of the Bank's branch Network. Alternatively, he/it may address to the customer service telephone line (phone number: 210-3288000) or submit his/its request electronically, by submitting the special form available at the electronic address [www.piraeusbank.gr](http://www.piraeusbank.gr).
- 6.2** For all the cases of communication prescribed by the terms of the present agreement, the Bank notifies the Customer or/and the Enterprise validly using the mail or electronic address declared to the Bank, as long as the Customer or/and the Enterprise, respectively, does not prove any change in address by a document indicating an established date.
- 6.3** The Customer or/and the Enterprise is entitled to request and receive a copy of the present terms in printed form or/and in another durable medium, at any time, throughout the duration of the present agreement.
- 6.4** The language of the present agreement is Greek. In case of discrepancies between the terms of the present agreement and the translated text, the Greek version shall prevail.

#### **7. Information – Charges**

- 7.1** Prior to the execution of the payment transaction and following the Customer's or/and the Enterprise's request, the Bank provides information regarding the maximum execution time, the charges and, if necessary, the breakdown of the individual amounts and any applicable charges.
- 7.2** Following the execution of the payment transaction, which is covered by the terms of the present agreement, the bank provides or makes available to the Customer or/and the Enterprise, respectively, the following information:
- (a)** In regard to the payments performed by the Customer or/and the Enterprise as the Payer:
- a reference enabling the Customer or/and the Enterprise to identify the payment transaction, and on a case-by-case basis, the information relating to the Payee
  - the amount of the payment transaction, in the currency in which the Payer's Payment Account is debited or the currency mentioned in the payment order
  - the amount and type of any charges that must be paid by the Payer, and if necessary, a breakdown of such charges or the interest that must be paid by the Payer
  - the exchange rate used for the currency conversion and the amount of the payment transaction following the currency conversion
  - the value date for debiting or the date of receipt of the payment order.
- (b)** In regard to the payments received by the Customer or/and the Enterprise as the Payee:
- a reference enabling the Payee to identify the specific payment transaction and the payer, as well as any information transmitted through the Payment Transaction
  - the amount of the payment transaction in the currency in which the Payee's account was credited



- the amount and type of any charges that must be paid by the Payee, and if necessary, a breakdown of the charges or the interest that must be paid by the Payee
- the exchange rate used by the Bank and the amount of the payment transaction prior to the currency conversion
- the value date of the amount of payment in the Payee's account.

Derogating from the provisions of the terms 7.2 (a) and 7.2 (b) of the present article, and exclusively, with regard to the payment instruments, which are used anonymously and pertain to individual payment transactions not exceeding thirty (30) Euro or with an expenses limit of one hundred and fifty (150) Euro, or store Funds, which never exceed the one hundred and fifty (150) Euro (and for the domestic payment transactions, the double amount of them), the Bank makes available to the Customer or/and the Enterprise, following his relevant written request, only one reference number, which allows the Customer or/and the Enterprise to identify the Payment Transaction, its amount and the relevant fees or/and, in the case of multiple payment transactions of the same type to the same payee, only information concerning the total amount and the fees of these payment transactions.

**7.3** This information is made available, on a monthly basis, without any charge to the Customer or/and the Enterprise respectively. For the provision of information on a more frequent basis, and provided this is feasible, the Customer or/and the Enterprise may be subject to charges, as specified in the applicable and current Price list. The Fees List of the L. 4465/2017, is produced on a quarterly basis and provided in a printed form by the branches of the Bank's branch network, without prejudice to what is specified in article 5 of the Law 4465/2017.

**7.4** The Bank provides or makes available the above-mentioned information to the Customer or/and the Enterprise in one of the following ways:

- (a) In printed form provided by the bank branches of its branch network.
- (b) In printed form, according to the terms and conditions of each product.
- (c) In electronic form, through the internet banking system of winbank.
- (d) By e-mail, provided that the Customer or/and the Enterprise has notified his e-mail address to the Bank to this effect.

**7.5** If no payment transaction has taken place, the Bank is not obliged to provide any information concerning the payment account that it holds to the Customer or/and the Enterprise. It is clarified that the Bank is not obliged to inform the Customer or/and the Enterprise about the crediting or debiting of his account with the corresponding interests in each case.

**7.6** The entries and updates of the Bank's systems for the payment transactions, which are covered by the present terms and conditions, shall be prima facie evidence of the specific payment transaction. The Customer or/and the Enterprise should examine carefully any information provided or made available to him by the Bank, in order to identify in time any incorrectly executed or unauthorized payment transactions. In the case of a disagreement with any payment transaction, the Customer or/and the Enterprise, respectively, should notify the Bank without any delay, as soon as he becomes aware of the transaction. This notification is performed in writing, through a document or letter, which is received by the Bank's responsible officers and states in detail the grounds for the disagreement.

#### **8. Security Measures – Suspension of use of payment instrument**

**8.1** The Customer or/and the Enterprise, respectively, should take all the measures necessary for the safekeeping of the payment instruments provided to him by the Bank, according to the more specific terms and agreements, which regulate the above-mentioned instruments. Specifically, he is obliged: (a) to use the payment instrument according to the more specific terms regulating its issuance and use, (b) to follow closely the security procedures provided for in the case of a loss, theft, misappropriation or unauthorized use and, especially, to notify the Bank without undue delay, initially, through the customer service telephone line (phone number: 210-3288000) and then, in writing, as soon as he becomes aware of the loss, theft, misappropriation OR unauthorized use of the payment instrument by a non-payee.

**8.2** The Bank reserves the right to suspend the use of a specific payment instrument, for reasons concerning: (a) the security of the payment instrument, (b) the suspicion of its unauthorized or fraudulent use, (c) the exceedance of credit limit or the increased risk that the Customer or/and the Enterprise, respectively, may be unable to fulfill any debts. In any case, the Bank is entitled to suspend the use of a specific payment instrument, if that is required by the competent supervisory or judicial authorities.

**8.3** The Bank informs the Customer or/and the Enterprise about the suspension of the use of the payment instrument, as well as the reasons for the suspension, where possible, prior to the suspension or, at the latest, immediately thereafter. In this case, the information may be provided, indicatively, either verbally, by the Bank's authorized officers, or by post, or by phone, or by e-mail or through the internet banking system of winbank. The Bank is not obliged to inform the Customer or/and the Enterprise, if the provision of this information encounters objectively justified security reasons or is prohibited by the existing European or national legislation or/and the instructions of the competent supervisory authorities.

**8.4** If the reasons for the suspension no longer apply, the Bank shall proceed, on a case-by-case basis, either to the recall of the suspension, or to the replacement of the payment instrument, according to more specific terms and conditions, regulating its use and following previous information.

#### **9. Non-approved payment transactions**

**9.1** In the case of a non-approved payment transaction, that is a payment transaction executed without the previous approval or authorization of the Customer or/and Enterprise, the Customer or/and the Enterprise is entitled to a compensation for the damage suffered on account of the non-approved payment transaction, under the condition that:

- (a) He/It has notified the Bank in time and without undue delay, as soon as he/it became aware of the non-approved transaction and,
- (b) The notification has taken place no later than 13 months after the debit date of the account with the amount of the non-approved transaction. The 13-month period is extended for as long as the Bank has not provided or made available the information for the Payment Transactions to the Customer or/and the Enterprise, according to the terms of the Article 7 of Section C hereof. Provided that the above-mentioned obligations are fulfilled and provided that the payment transaction or the payment transactions are found to be executed without any approval or authorization by the Customer or/and the Enterprise, respectively, the Bank will reimburse the amount of the non-approved transaction to them, at the latest by the end of the business day following the day on which it detected evidently or was notified of the non-approved payment transaction



unless the Bank has reasonable grounds for suspecting that a fraud has been committed and notifies in writing these reasons to the Competent Authority. If necessary, the Bank shall restore the Customer's or/and the Enterprise's account to its previous state and ensure that the value date for crediting the Customer's or/and the Enterprise's payment account is not later than the point in time of debiting this payment account with the amount of the payment transaction.

- 9.2** On an exceptional basis, the Customer or/and the Enterprise is liable up to the amount of fifty (50) Euro for the damages caused by non-approved payment transactions, in case that the damage has resulted from the use of a stolen or lost or misappropriated payment instrument, unless:
- (a) it was not possible for the Customer or/and the Enterprise to detect the loss, theft or misappropriation of the payment instrument, prior to the conduct of the payment transaction, except for the cases where the Customer or/and the Enterprise has acted fraudulently or
  - (b) the damage was caused by the acts or omissions of an employee, representative or branch of a payment services provider or entity, to which the Bank had outsourced its activities.
- 9.3** The Customer or/and the Enterprise, respectively, has unlimited liability for the whole damage caused by the non-approved transaction, provided that the damage is either due to wilful misconduct of the Customer or/and the Enterprise, or intentional omission to comply with or gross negligence for the obligations referred to in Article 8, paragraph 1, Section C above and, especially, the obligation:
- (a) To use the payment instrument according to the more specific terms and conditions regulating its issuance and use.
  - (b) To notify the Bank, immediately, through the customer service telephone line (phone number: 210-3288000), for the loss, theft, misappropriation or non-approved use of the payment instrument.
- 9.4** Following the point in time of notification of the Bank, according to the present agreement, but also according to the more specific terms and conditions concerning the Bank's payment instruments and services, the Customer or/and the Enterprise shall not bear any financial consequences resulting from the non-approved use of the payment instruments, unless he/it has acted fraudulently.
- 9.5** The Customer or/and the Enterprise shall not be liable for the financial consequences resulting from the non-approved use of the payment instrument, if the Bank has not provided him/it with the option to notify the Bank about the loss, theft, misappropriation or non-approved use of the payment instrument, on a continuous basis, unless he/it has acted fraudulently.

#### **10. Incorrectly executed payment transactions**

- 10.1.** Acting as the Payer's payment services provider, when the payment order is initiated by the Customer or/and the Enterprise, the Bank is responsible for the correct execution of the payment transaction, without prejudice to the Article 10, paragraph 5, Section C of the present agreement. In this case:
- a) reimburses, without any undue delay, the funds of the non-executed or incorrectly executed payment transaction to the Customer or/and Enterprise and,
  - (b) on a case-by-case basis, restores the debited payment account to its previous state.
  - (c) The value date for crediting the payment account of the Customer or/and the Enterprise shall not be later than the debit date of the payment transaction amount.
- 10.2** Acting as the Payee's payment services provider, when the payment order is initiated by the Customer or/and the Enterprise, the Bank is responsible for the correct execution of the payment transaction, without prejudice to the Article 10, paragraph 5, Section C of the present agreement the Bank. In this case:
- a) makes the amount of the payment transaction available to the Payee, promptly, and,
  - (b) on a case-by-case basis, credits the Payee's payment account with the respective amount,
  - (c) The value date for crediting the payment account of the Customer or/and the Enterprise, both in the case of the incorrectly executed transaction and in the case of the delayed payment transaction shall not be later than the value date for crediting the amount in the relevant payment account, according to the Article 4, paragraph 1 (b) Section C of the present agreement.
- 10.3** Acting as the Payee's payment services provider, when the payment order is initiated by the Customer or/and the Enterprise acting as the Payee or through the Payee, the Bank is responsible for the correct transmission of the payment order to the Payer's payment services provider, without prejudice to the Article 10, paragraph 5, Section C of the present agreement. In this case:
- (a) transmits the payment order within the time limit that has been agreed, thus enabling the order to be settled, with regard to the direct debit, upon the agreed closure date
  - (b) if necessary, re-transmits the payment order to the Payer's payment services provider
  - (c) if the payment order is transmitted with delay, the value date of the amount in the payee's payment account shall be no later than the value date of crediting the amount, as if the payment transaction had been executed correctly.
- 10.4** Acting as the Payee's payment services provider, the Bank is liable towards the Customer or / and the Enterprise acting as the Payee for the processing of the payment transaction, without prejudice to the Article 10, paragraph 5, Section C of the present agreement. In this case:
- (a) the Bank is bound by the obligations of Article 4, paragraph 4.1 (b) and 4.2, Section C of the present agreement
- 10.5** The Bank shall not bear any responsibility as above-mentioned, if one at least of the following conditions applies:
- (a) The Customer or/and the Enterprise, respectively, has not notified the Bank in time, without culpable delay, for the incorrect or improper execution of the payment transaction and the notification has not taken place at the latest within the time limit of 13 months from the date of debiting the account with the amount of the incorrect transaction. The time limit of 13 months, within which the Customer or/and the Enterprise may notify the Bank regarding the non-execution or improper execution of the payment transaction, is extended for as long as the Bank was not providing or was not making available to the Customer or/and the Enterprise, respectively, the information with regard to the payment transactions, according to the terms of Article 7, Section C of the present agreement,
  - (b) The unique identifier provided by the Customer or/and the Enterprise is incorrect,





(c) on the occurrence of a force majeure event, according to the article 1 of Section D of the present agreement,  
(d) the Bank proves to the Customer or/and Enterprise and, on a case-by-case basis, to the Payee's payment services provider, that the Payee's payment services provider has received the amount of the payment transaction, according to the Article 4, paragraph 1 (a), Section C of the present agreement.

It is clarified that the Bank in the case of point b of paragraph 10.3 of the Article 10, Section C, of the present agreement, shall make reasonable efforts to recover the funds regarding the payment transaction. In case that the recovery of the funds, according to the previous subparagraphs is not possible, the Bank shall present to the Customer or/and the Enterprise, following a written request, all the information available and important, in order to exercise a legal claim, on a case-by-case basis, for the recovery of funds. The Customer or/and the Enterprise shall be charged as specified in the applicable Price List, as well as with any other expense, to which the Bank was subject for the recovery of funds.

**10.6** Regardless of any liability as above-mentioned, the Bank, upon the Customer's or/and Enterprise's request, shall make reasonable efforts to trace the specific non-executed or improperly executed payment transaction and inform accordingly the Customer or/and Enterprise, respectively.

#### **11. Refusal of Payment Orders**

**11.1** The Bank cannot execute payment orders: (a) if there is insufficient balance available in the payment account of the Customer or/and the Enterprise or provided that any exceedance of an agreed overdraft limit has been detected, (b) if the exceedance of the maximum withdrawal or transaction limits is detected, as per day and transaction, as such limits have been notified to the Customer or/and Enterprise, (c) if the exceedance of any agreed credit limit, which may have been granted to the Customer or/and Enterprise, is detected, (d) in the cases of direct debits, if the amount of debit exceeds the maximum amount limit, which has been stated by the Customer or/and Enterprise, from the outset, upon the direct debit mandate. The amount limits, as per transaction or day, as well as any credit limits or overdraft limits, which are included in more specific agreement between the Bank or/and the Enterprise, concerning the terms and conditions of granting and using the specific payment instruments, shall not be affected by the present agreement.

**11.2** The Bank is entitled to refuse the execution of payment transaction, in the case of a force majeure event, according to the article 1, Section D of the present agreement, which makes the execution or the completion of the transaction impossible or very burdensome. The Bank is not liable towards the Customer or/and the Enterprise or any affiliated third party for any impairment, damage or delay arising from the above-mentioned events.

**11.3** Provided that the Bank does not execute a certain payment, the non-execution and, if possible, the reasons and procedure for the retrieval of any errors leading to the non-execution, are notified to the Customer or/and Enterprise. Provided that the reason for the refusal is justified on objective grounds, the Bank is entitled to impose the charge specified in the Price List. The obligation to inform the Customer remains subject to any regulation that is contrary to the Legislation or the instructions that may be provided to the Bank by the competent audit and supervisory authorities.

#### **12. Right to reimbursement of funds**

**12.1** The Customer is entitled to request the reimbursement of funds from the Bank, concerning the approved Payment Transaction, which was initiated by the Payee or through the payee and has already been executed, provided that the following cumulative conditions are fulfilled:

(a) At the point in time of the approval, the exact amount of the payment transaction was not specified.

(b) The amount of the Payment Transaction has exceeded the amount that the Customer could reasonably have expected, taking into account his previous usual expenses, the terms and conditions of the present agreement and the specific circumstances of the case, except for reasons related to currency conversion, provided that the conversion is performed on the basis of a reference exchange rate, according to the terms of the paragraphs 5.3 and 5.4 of the article 5 of Section C of the present agreement.

**12.2** The Customer is not entitled to request the reimbursement of funds:

(a) If he has given his consent directly to the Bank for the execution of the Payment Transaction.

(b) Where appropriate, if the information for the future Payment Transaction has been provided or made available to the Customer, in the manner agreed upon, at least 4 weeks prior to the repayment date, either by the Bank, or by the payee or through the Payee's Payment Services Provider.

**12.3** The above-mentioned obligation to reimburse the funds pertains to the whole amount of the executed Payment Transaction and the value date for crediting the Customer's Payment Account shall not be later than date of debiting the above-mentioned Payment Account with the amount of the Payment Transaction. The Bank reserves the right to request the proof related to the above-mentioned events from the payer and, especially, regarding the Customer's usual expenses or the specific circumstances of the specific Payment Transaction. The Customer acknowledges that, provided that the necessary proof has not been provided, the Bank may not respond to the request for reimbursement in time.

**12.4** The payer is entitled to submit a request for reimbursement of funds within the limitation period of 8 weeks from the date of debiting his payment account with the respective funds.

**12.5** The Bank is obliged within the time limit of 10 business days from the date of proven receipt of request, either to reimburse the total amount of the payment transaction, or justify its refusal, by suggesting to the Customer his right to appeal, according to the article 2 of Section F of the present agreement, if the Customer does not accept the Bank's justification.

#### **13. Duration – Amendment – Termination**

**13.1** Each amendment of the Framework-Agreement as well as any amendment of information and contractual terms, shall be notified to the Customer or/and Enterprise, in printed form, by e-mail, and, also, through the Bank's web page ([www.piraeusbank.gr](http://www.piraeusbank.gr)) or winbank service, or through any other durable medium, at least two (2) months prior to the suggested date of their entry into force. On an exceptional basis, the Bank applies the interest rate and exchange rate changes promptly and without any prior notification, provided that such changes are based on reference interest rates and reference exchange rates, according to what is provided in the present agreement. It is agreed that if the Customer or/and



the Enterprise does not communicate to the Bank the non acceptance of the suggested amendments prior to the suggested date of their entry into force, it shall mean that he accepts these amendments.

- 13.2** Provided that the Customer or/and the Enterprise respectively, does not agree with the suggested amendments, he/it has the right to terminate the agreement promptly and without any charge, prior to the suggested date of the entry into force of the amendments.
- 13.3** The agreement has been concluded for an indefinite period of time.
- 13.4** The Customer may terminate the agreement, without any charge, apart from the above-mentioned case in which the Customer does not agree with the suggested amendments, following the period of six months. In any other case, the Bank shall impose the charges specified in the Price List.
- 13.5** Any charges imposed for the provision of payment services on a regular basis, shall be paid only pro rata until the termination of the present agreement. If the charges have already been paid, they shall also be refunded pro rata.
- 13.6** The Bank may terminate the present agreement at any time, by complying with the time limit of two (2) months. It is clarified that the right for termination of the agreements, which regulates the granting and use of the individual payment instruments or the provision of the individual payment services, is regulated exclusively by the more specific terms included in these agreements.

## SECTION D

### FORCE MAJEURE – UNUSUAL – UNFORESEEN CIRCUMSTANCES

#### **1. Definition**

- 2.1** The force majeure events, as well as the unusual and unforeseen circumstances, are considered to be all the cases which
- (a) do not fall within the sphere of the Bank's responsibility,
  - (b) cannot be attributed to its fault
  - (c) are beyond the Bank's control,
  - (d) the consequences could not be avoided despite the Bank's efforts for the opposite.

#### **2. Responsibility**

- 2.1** The Bank is not liable by the terms and conditions of the present agreement towards the Customer or/and the Enterprise, provided that the above-mentioned cases under Article 1, paragraph 1, Section D are applicable, as well as when the Bank is bound by other legal obligations provided for in the applicable union or national law.

## SECTION E

### PAYMENT INITIATION SERVICES / ACCOUNT INFORMATION SERVICES / PAYMENT SERVICES FOR ISSUANCE OF CARD-BASED PAYMENT INSTRUMENTS

#### **1. Payment Initiation Services**

- 1.1** The Customer or/and Enterprise, when acting as the payer, is entitled to use the payment initiation services, from a payment initiation services provider, when the payment account is accessible online.
- 1.2** Without prejudice to the compliance of the payment account initiation services provider with the article 66, paragraph 3 of the L. 4537/2018 (Official Gazette A 84/15.5.2018) and following the previous explicit consent of the Customer or/and the Enterprise, the Bank a) communicates safely with the payment initiation service providers according to the European Commission Delegated Regulation (EU) 389/2018, for supplementing Directive (EU) 2015/2366 of the European Parliament and of the Council with regard to the regulatory technical standards for strong customer authentication and common and secure open standards of communication, b) immediately after the receipt of the payment order from the payment initiation services provider, provides or makes available to the latter, all the information regarding the initiation of the payment transaction and all the information, to which it has access for the execution of the payment transaction, c) deals, indiscriminately, with the payment orders transmitted through the payment initiation services provider, unless it is justified on objective grounds, especially, in regard to the timing, prioritization or charges, in relation to the payment orders transmitted directly by the payer.

#### **2. Account Information Services**

- 2.1** The Customer or/and the Enterprise is entitled to use the account information services, when the payment account is accessible online.
- 2.2** Without prejudice to the compliance of the account information services provider with the article 67, paragraph 2 of L. 4537/2018 (Official Gazette 84/15.5.2018), the Bank a) communicates safely with the account information services providers, according to the European Commission Delegated Regulation (EU) 389/2018, for supplementing Directive (EU) 2015/2366 of the European Parliament and of the Council with regard to the regulatory technical standards for strong customer authentication and common and secure open standards of communication and b) deals, indiscriminately, with the requests transmitted through the account information services provider, unless it is justified on objective grounds.

#### **3. Access limitations to payment accounts**

- 3.1** The Bank may refuse access to the Payer's payment account, which is held in the Bank, to the payment initiation services Provider or to the account information services Provider, for objectively justified and duly documented reasons, which are related to the non-approved or fraudulent access to the payment account, including the non-approved or fraudulent initiation of the payment transaction, either by the account information services Provider, or the payment initiation services Provider. In these cases, the Bank informs the Payer about the refusal of access to the payment account as well as the reasons for enforcing this action with the terms and conditions of the article 8.3. of Section C of the present Framework-Agreement.



3.2 If the reasons for refusal no longer apply as above-mentioned, the Bank allows access to the Payer's payment account.

**4. Non-approved, non-executed, incorrectly executed or late execution of Payment Transactions.**

4.1 When the Payment Transaction is initiated by the Customer or/and the Enterprise through the Payment Initiation Services Provider,

(a) the Bank reimburses promptly and in any case, at the latest by the end of the next business day to the Customer or/and the Enterprise the amount of the non-approved payment transaction and, if necessary, restores the debited payment account to its previous state and

(b) the Bank is entitled to seek the restoration of any damage it may suffer (including the funds paid as a result of the reimbursement of the amount of the non-approved payment transaction to the Customer or/and the Enterprise) from the payment initiation services provider, when the payment initiation services provider bears responsibility for the non-approved Payment Transaction.

4.2 When the Payment Order is initiated by the Customer through the Payment Initiation Services Provider,

(a) the Bank, without prejudice to the Articles 9, paragraph 1 and Article 10, paragraph 5, Section C of the present agreement, reimburses the funds of the non-executed or incorrectly executed payment transaction, and, if necessary, restores the Customer's debited payment account to its previous state,

(b) the Bank is entitled to seek restoration of any damage it may suffer (including the funds paid as a result of the reimbursement of the amount of the non-approved payment transaction to the Customer) from the payment initiation services provider, when the Payment initiation services provider bears responsibility for the non-execution, incorrect or delayed execution of the Payment Transaction.

**5. Payment Services for Issuance of Card-based Payment Instruments.**

5.1 With the exception of Payment Transactions, which are initiated through the card-based payment instruments, in which electronic money is stored, under the meaning of point 1 of article 10 of l. 4021/2011, as applicable, where the provisions of the present article shall not apply, in case that the Customer or/and the Enterprise, acting as the Payer, use the services of the Payment Services Provider for Issuance of Card-based Payment Instruments, the Bank shall immediately confirm, following the request of the Payment Services Provider for Issuance of Card-based Payment Instruments, if the required amount for the execution of card-based Payment Transaction is available in the Payer's Payment Account, provided that the following conditions are met:

(a) the Customer's Payment Account is accessible online at the point in time of submission of the request,

(b) the Payer has provided an explicit consent to the Bank, in order to respond to the requests of the specific Payment Services Provider for Issuance of Card-based Payment Instruments and confirm that the amount corresponding to the specific Card-based Payment Transaction is available in the payer's Payment Account,

(c) the consent of the previous case has been provided prior to the submission of the first request for the confirmation of the funds' availability.

5.2 The Bank may request the confirmation of the funds' availability, as mentioned in the previous paragraph, provided that all the following conditions are met:

(a) the Customer or/and the Enterprise, acting as the Payer, has given an explicit consent to the Bank, in order to request the confirmation of funds' availability, as mentioned in the previous paragraph,

(b) the Customer or/and the Enterprise initiates the card-based payment transaction for the specific amount through a card-based payment instrument, which is issued by the Payment Services Provider for Issuance of Card-based Payment Instruments,

(c) the Payment Services Provider for Issuance of Card-based Payment Instruments verifies its identity, to the Bank, prior to every request for confirmation of funds' availability and communicates safely with the Bank, according to the European Commission Delegated Regulation (EU) 389/2018, for supplementing Directive (EU) 2015/2366 of the European Parliament and of the Council with regard to the regulatory technical standards for strong customer authentication and common and secure open standards of communication.

5.3 The confirmation of the funds' availability, which is mentioned in par. 5.1. does not allow the Bank to proceed with the freezing of funds in the payment account of the Customer or/and the Enterprise, as the Payer.

5.4 The Bank, following the Customer's or/and the Enterprise's request, is obliged to communicate the identity of the Payment Services Provider for Issuance of Card-based Payment Instruments as well as the relevant reply.

**SECTION F  
FINAL PROVISIONS**

**1. Personal Data**

1.1 The provision of information to individuals regarding the personal data processing and the processing of such data, as well as any other processing of personal data for the purposes of the present law is performed according to the applicable existing relevant national and Community legislation.

1.2 The explicit consent of the Customer or/and Enterprise, in the cases of individuals, comprises a condition for the access, processing and maintenance of personal data by the Bank, which is necessary for the provision of services of the present Framework-Agreement.

1.3 The aforementioned consent can be withdrawn at any time by a written request submitted to the bank branch/es where the Payment Account/s of the Customer or/and the Enterprise is kept.

1.4 The Bank is allowed to process personal data, provided that the processing is necessary for ensuring the prevention, investigation and detection of fraud cases related to payments.



1.5 The confirmation of the funds' availability, which is mentioned in Article 5, paragraph 5.1., Section E, consists in a simple positive or negative reply and, under no circumstances, to the presentation of an account statement of the payment account. The specific reply shall not be stored, nor used for purposes other than the execution of the card-based payment transaction.

## **2. Resolution of disputes**

2.1 Without prejudice to the responsibilities of the Bank of Greece, as such responsibilities are specified in the L. 4537/2018 (Official Gazette A 84/15.5.2018), the Competent Authority ensures and monitors the effective compliance of the terms of the present Framework-Agreement of the Bank with the requirements of the L. 4537/2018 (Official Gazette A 84/15.5.2018).

2.2 The Customer or/and the Enterprise are entitled to lodge complaints to the Competent Authority, regarding the allegations about infringements of the terms of the present Framework-Agreement by the Bank, apart from the provisions falling within the responsibility of the Bank of Greece, according to the L. 4537/2018 (Official Gazette 84/15.5.2018).

2.3 The Customer or/and the Enterprise may lodge complaints about the infringements of the terms of the present framework-agreement, at the following points:

(a) at the Branch/Unit of his/its transaction, either verbally or in writing, through a letter sent by post or e-mail, via fax or delivered by hand.

(b) At the Contact Center of the Bank through recorded telephone communication (24 hours per day) at the phone number 210 3288000.

2.4 In case that the Customer or/and the Enterprise is not satisfied with the reply of the Branch / Unit of Transaction, he/it may address the Customer Complaints Unit, in one of the following ways:

(a) by post addressed to: Piraeus Bank, Group Operation Quality Assurance, Customer Complaints, mail address Feidippidou 26 Street, 11527 Athens

(b) at the Bank's web page ([www.piraeusbank.gr](http://www.piraeusbank.gr)) by entering the complaint in the respective electronic communication form

(c) via fax at 210 9294317

2.5 The Bank makes every possible effort to reply in the manner and means, by which the Bank received the Customer's or/and the Enterprise's complaint, within fifteen business days from the receipt of the complaint. In exceptional cases pertaining to reasons beyond the Bank's control, a temporary reply shall be sent to the Customer or/and the Enterprise, mentioning clearly the reasons for the delay in the reply to the complaint and specifying the time limit, within which he shall receive the final reply. In any case, the time limit for the receipt of the final reply shall not exceed thirty-five (35) business days from the receipt of the complaint.

2.6 The Bank participates in the institution of the Ombudsman for Banking-Investment Services. In case that it is not possible for a dispute between the Consumer and the Bank to be settled, the Consumer may address to the above-mentioned body for the out-of-court settlement of the dispute (Massalias 1 Street, 10680 Athens, [www.hobis.gr](http://www.hobis.gr), phone number: 10 4 40, 210 3376700, fax: 210-3238821, e-mail: [info@hobis.gr](mailto:info@hobis.gr)), as an Alternative Dispute Resolution body, which is registered in the special Registry maintained in the web page of the Consumer Protection and Market Supervision Directorate-General.

2.7 In case that the dispute results from an electronic payment services agreement, the Consumer may submit his request for the out-of-court settlement of the dispute, through the Online Dispute Resolution Platform at the web page <https://webgate.ec.europa.eu/odr>

## **3. Applicable Law – Place of Jurisdiction**

3.1 The Framework-Agreement is regulated by the Greek Law and any dispute that may arise thereof, shall be resolved before the competent Greek Courts.