

## TERMS AND CONDITIONS FOR CARD USE

The present Terms and Conditions for Card Use (hereinafter the "Terms and Conditions") constitute an agreement between the Bank and the Cardholder and govern the use of the Card.

The information included in the application completed and signed by the Applicant/Principal Cardholder and any Cardholder constitute part of the agreement and the Applicant/Principal Cardholder as well as any Cardholder confirm the accuracy thereof.

The present Terms and Conditions are additional to and supplemented by any agreement and/or terms governing the opening and operation of a Card Account and specifically, without limitation, the terms of the Agreement for the Provision of Payment Services of National Bank of Greece (Cyprus) Ltd. In the event of conflict between the present Terms and Conditions and the terms included in any other of the aforesaid documents, the present Terms and Conditions shall prevail insofar as they do not contravene Law of 2018 (Law 31(I)/2018) on the Provision and Use of Payment and Access Services to Payment Systems, as amended.

The present agreement shall be governed by Law of 2010 on **Consumer Credit Agreements** (Law 106(I)/2010 applying to cases in which the Bank issues a credit card to a Consumer with a credit limit between €200 (Euro two hundred) and €75,000 (Euro seventy five thousand). Accordingly, the terms of the Credit Agreement for credit granted in the form of a Credit Card governed by the 2010 Law on Consumer Credit Agreements shall additionally apply and the terms attached thereof shall constitute a material and integral part of the present agreement.

### 1. DEFINITIONS AND INTERPRETATION

In these terms, the following definitions shall be construed as follows:

**"Contactless payments"**: the payments carried out with the use of the Card at a physical point of sale (POS) and without the Card having direct contact with the electronic system of payments/terminal at the point of sale.

**"ATM"**: the Automated Teller Machine that accepts the Card.

**"FX rates"**: the Bank's bulletin that includes the exchange rates against the Euro applying to payment transactions up to Euro twenty thousand (20,000) or equivalent, which is available at the Bank's branches and on the Bank's website <http://www.nbg.com.cy/>, as amended from time to time.

**"Authorized cardholder"**: the person, other than the Principal Cardholder, in whose name the Bank has issued a Card which he is entitled to use, following the Principal Cardholder's request.

**"Supplier"**: the individual who has agreed to accept the Card for the payment of goods or services.

**"Card"**: any card issued by the Bank for the Cardholder.

**"Consumer"**: the individual who, in the context of this agreement, acts for purposes which are outside his trade, business or profession.

**"Cardholder"**: the Principal Cardholder and/or any Authorized Cardholder, jointly and severally.

**"Principal Cardholder"**: the individual upon whose request the Card is issued (either in his name or in the name of the Authorized Cardholder) and in whose name the Card Account is held.

**"Card Account"**: the account (savings or current with or without an overdraft facility) held with the Bank and via which the transactions effected with the use of Card are serviced.

**"Cut-off Time"**: the time until which a specific card transaction should be received by the Bank in order to be executed within a business day. The Cut-off Time may vary depending on the type of card transaction and the origin of the Card transaction.

**"Table A"**: the table which sets out the charges and financial information related to the Card, available at the Bank's branches and on the Bank's website <http://www.nbg.com.cy/>, as such is amended from time to time. An updated copy of Table A is attached hereto and constitutes an integral part hereof.

**"Micro enterprise"**: any enterprise that, at the date of the present Agreement, is an enterprise as defined by article 1 and article 2, par. 1 & 3 of the Annex of Recommendation 2003/361/EC.

**"Payment Services Agreement"**: the Agreement of National Bank of Greece (Cyprus) Ltd for the Provision of Payment Services, available at the Bank's branches and on the Bank's website, [www.nbg.com.cy](http://www.nbg.com.cy/)

**"Bank's Rates and Charges"**: the list including the products, services and operations of the Bank as well as the corresponding fees, charges, commissions, rights, and expenses, available at the Bank's branches and on the Bank's website, <http://www.nbg.com.cy/>, as amended from time to time.

**"Bank"**: National Bank of Greece (Cyprus) Ltd, under Reg. No HE 58070, and registered address 15 Makarios III Avenue, 1065 Nicosia and the successors and assignees thereof.

**"PIN"**: the Personal Identification Number granted by the Bank to the Cardholder, or selected afterwards by the Cardholder.

### 2. THE CARD

**2.1** The Card is received by the Cardholder from the Bank's branch where the card application was filed or, if the Bank activates a relevant service, it is delivered to the Cardholder, at the last known address thereof. The Bank reserves the right to request from the Cardholder to take specific steps in order to activate the Card before using it.

**2.2** Upon receipt of the Card, the Cardholder shall sign at the designated space on the back of the card.

**2.3** The Card is of definite validity, expiring at the end of the month of the year printed thereon and shall be used by the Cardholder only during this period.

**2.4** The Card, on which the Cardholder's name is embossed, is and shall remain the Bank's property and the Cardholder is the only person entitled to hold and use the card as per the present Terms and Conditions and any other applicable terms, as the case may be, regarding the possession and use of the Card, and the Cardholder shall return it immediately to the Bank if the Bank so requests.

**2.5** The Card shall be used exclusively by the Cardholder. Delivery of the Card or assignment howsoever of the right to use the Card to any third party is strictly prohibited.

**2.6** The Cardholder shall use the Card subject to present Terms and Conditions and any other applicable terms, as the case may be, the applicable regulations of the Central Bank of Cyprus as well as the applicable legislation. The Cardholder should not use the Card for illegal purposes.

**2.7** The Bank has the right, from time to time, to issue new Cards even of a different type from the existing ones, in replacement or in addition to the existing ones. The present Terms and Conditions shall also apply to cards issued in addition and/or in replacement of the existing ones unless the Cardholder is otherwise notified.

**2.8** The Bank has the right, if requested by the Principal Cardholder, to issue an additional Card in the name of any other person (the Authorized Cardholder) under the sole responsibility of the Principal Cardholder while the present Terms and Conditions shall also apply to the additional Card. In addition, the Bank has the right to cancel and request the return of the Card issued for any Authorized Cardholder, following the Principal Cardholder's or the Authorized Cardholder's written request. It is understood that both the Principal Cardholder and the Authorized Cardholder shall be liable jointly and severally for all transactions carried out with the use of the Card whether by the Principal Cardholder or the Authorized Cardholder as well as for all acts and omissions thereof.

### 3. PERSONAL IDENTIFICATION NUMBER (PIN)

**3.1** The Bank provides the Cardholder with a PIN which the Cardholder can change any time at the Bank's ATMs.

**3.2** The PIN is produced electronically and printed on a special form which is received by the Cardholder from the relevant branch where the card application was filed or, if the Bank activates a relevant service, it is delivered to the Cardholder, at the last known address thereof.

**3.3** The Cardholder shall use the PIN in accordance with the present Terms and Conditions and any other terms applicable from time to time.

#### **4. CARD ACCOUNT**

**4.1** To use the Card it is necessary to link it with one or more Card Accounts held by the Principal Cardholder as beneficiary or co-beneficiary.

**4.2** The Principal Cardholder authorizes the Bank to debit the Card Account for the use of the card by the Cardholder in line with the present Terms and Conditions and the Bank's applicable "Rates & Charges".

**4.3** The Principal Cardholder shall remain liable for the payment of the amounts debited to the Card Account in line with the present Terms and Conditions, regardless of whether he has signed or not a Sales or Cash Advance Voucher.

**4.4** Subject to the provisions of the applicable legislation, payments to the Card Account shall be calculated first against interests and other charges and thereafter against other amounts in the order they have been posted to the Card Account.

**4.5** The Bank shall be entitled to set off, without any relevant notice to the Cardholder, any amount due resulting from the use of the Card with any account held with the Bank by the Cardholder and/or the Card Account holder.

#### **5. Use of the Card**

**5.1** The Cardholder shall use the Card to carry out transactions within the available balance of the Card Account and/or the credit limit of the Card Account as approved by the Bank and notified to the Cardholder provided that the Card Account is active. The initial credit limit shall be communicated to the Principal Cardholder upon delivery of the Card. If the Cardholder wishes to set a lower or higher limit, then the Principal Cardholder should notify the Bank accordingly.

**5.2** The Cardholder has no right to exceed the credit limit approved by the Bank and notified to the same. However, in the event that for any reason whatsoever the Cardholder exceeds the said limit, he is obliged to repay the unauthorized overdraft plus interest and/or any other charges immediately upon the Bank's request, subject to the applicable legislation and as per the Card Account terms and the present Terms and Conditions.

**5.3** The Bank has the right to set and apply maximum daily or other and/or per transaction limits in respect of the Card use, which the same may change either permanently or temporarily or for security reasons or any other reasons or pursuant to any laws or regulations of the European Union or the Republic of Cyprus. The Cardholder shall be informed regarding the daily and/or per transaction limits by the Bank at the contact details set out in the present Terms and Conditions.

**5.4** In compliance with the other provisions hereof, the Card may be used by the Cardholder as follows:

(a) at the Bank's ATMs, for transactions via a Card Account, including cash withdrawals, access to Card Account statements and any other transaction under the terms and conditions the Bank announces, as the case may be. For these transactions the Cardholder is required to enter the PIN.

(b) at ATMs of other institutions in Cyprus or abroad, displaying the Mastercard logo, for cash withdrawals. For these transactions the Cardholder is required to enter the PIN.

(c) for the payment of goods or services in Cyprus and abroad which are provided by Suppliers whose POS display the Mastercard logo.

**5.5** The Cardholder may use the Card to carry out contactless transactions at Suppliers whose POS display the MASTERCARD logo and who are equipped with devices that support contactless transactions and at ATMs displaying the MASTERCARD logo and supporting contactless transactions. Contactless Payments not requiring a PIN or the signature of the Cardholder can be carried out only within the applicable limit determined by the country where such transactions are carried out; for the performance of any contactless payment exceeding the said limit the PIN or signature of the Cardholder is required. When carrying out contactless transactions, the Cardholder approves and accepts each transaction effected without typing the PIN or signing, and irrevocably authorizes the Bank to debit the Card with the respective transaction and to pay to the Supplier, on the Cardholder's behalf, the amount quoted on the debt voucher issued.

**5.6** The Card details may be used for the payment of goods and services via various channels (including the internet or phone).

**5.7** The Cardholder should not use the Card for illegal purposes.

#### **6. AUTHORIZED TRANSACTION**

**6.1** For a Card transaction to be authorized and executed the Cardholder must take the following steps, as the case may be:

(a) if the Cardholder has been granted the option to perform Contactless Payments, the Cardholder shall hold the front side of the Card in front of the electronic payment system at the point of sale (POS) so that the said system can identify and record the transaction.

(b) if the Cardholder is requested to enter his PIN at the POS where the Card has been presented, the Cardholder shall enter his PIN or other personal/personalized credentials and/or the security code set by the Bank from time to time.

(c) if the Cardholder is requested to sign a payment/transaction slip/receipt that includes the Card details, the Cardholder shall sign the payment/ transaction slip/receipt.

(d) if goods and/or services are purchased via other channels (including the internet or phone), the Cardholder shall enter or provide all or some of the following Card details, as the case may be: Card number, Card expiry date, Cardholder's name, Cardholder's address, the CVV/CVC (the last three digits printed on the back of the card), key words, and any other data required in line with security protocols applied by MasterCard International.

(e) if goods and services are purchased via the internet from a Supplier certified by Mastercard Identity Check, in line with the Terms and Conditions for the Use of the Mastercard Identity Check Service.

**6.2** In the context of the Bank's procedures for the authorization of transactions carried out with the Card, the Bank may ask the Supplier to provide any additional information and/or ask the Cardholder to supply further documentation evidencing his identity.

**6.3** A payment order for a Card transaction is considered received when the Bank receives the relevant order via the company that approves and processes Card transactions. If the payment order for a Card transaction is received after the Cut-off Time or on a non-banking day, then it shall be deemed to have been received on the next banking day. Further information regarding the Cut-off Time of a Payment Order can be found in the Payment Services Agreement.

**6.4** The payment order for Card transactions shall be executed by the Bank as per the Payment Services Agreement.

**6.5** The Bank shall not be liable in any way whatsoever if the Card is not accepted by any third person or at any automatic cash register or if the Cardholder cannot use the Card for any reason whatsoever.

**6.6** The Bank shall not be liable in any way whatsoever for any dispute between the said Cardholder and any third person relating to any Card transaction. Subject to the provision of the Payment Services Agreement, any such dispute between the Cardholder and any other third person shall not in any way affect the liability of the Cardholder and/or the Card Account holder to pay to the Bank any amount due arising from and/or related to the use of the card, and any claim or counterclaim of the Cardholder against the third person shall not constitute defence or counterclaim against the Bank.

**6.7** The present term applies on condition that both payment service providers are established in an EU country and the Cardholder is a Consumer or Micro Enterprise.

(a) The Bank shall refund to the Cardholder the full amount of a payment transaction carried out with a Card, provided that the payment was effected on the basis of a valid authorization by the Cardholder and provided that the following conditions are met:

(i) the payment transaction was initiated by or through the account holder;

(ii) the authorization does not specify the exact amount of the payment transaction;

(iii) the amount of the payment transaction exceeds the amount the Cardholder could reasonably have expected taking into account the previous spending pattern; and

(iv) the Cardholder submitted a relevant application within eight (8) weeks from the date the amount was debited.

For the purposes of verifying the above, the Cardholder shall bear the burden of proving such conditions are met.

It is understood that for the purposes of point (iii) of the first paragraph hereof, the Cardholder shall not rely on currency exchange reasons if the reference exchange rate agreed with the Bank was applied.

(b) The Bank shall not refund to the Cardholder any amount of any payment transaction in the event that:

(i) the Cardholder has given consent to execute a payment transaction directly to the Payment Service Provider; and

(ii) where applicable, information on the future payment transaction is provided or made available in an agreed manner to the payer at least four (4) weeks before the due date by the payment service provider or by the payee.

If the aforementioned conditions concerning the refund to the Cardholder are met, the credit value date for the Cardholder's payment account shall be no later than the date the amount was debited. The amount shall be refunded within ten (10) days as of the date that the relevant refund request was received. If the Bank decides not to refund the amount to the Cardholder, it shall provide justification to the Cardholder indicating that if the latter does not accept such justification, he has the right to recourse to the competent authorities as per Term 19 hereof.

(c) Without prejudice to the last paragraph of sub-paragraph (b) of the present Term and further to the right described in sub-paragraph (a) of the present Term regarding direct debits, the Cardholder reserves the absolute right to the refund of amounts. The Cardholder must file a relevant request within eight (8) weeks as of the debit date.

## **7. CHARGES**

**7.1** The Bank shall charge the Card Account with the amounts corresponding to all Card transactions carried out by the Cardholder.

**7.2** The Bank shall also charge the Card Account with fees and charges described in cases set out hereinbelow and/or as per the Payment Services Agreement. Such fees and charges are set out in Table A and in the Bank's Rates and Charges, which the Bank reserves the right to supplement or amend as per the Payment Services Agreement, subject to the applicable legislation.

(a) annual Card fee,

(b) costs of replacement or reissuance of Card and/or PIN,

(c) cash withdrawals with the use of the Card,

(d) whenever the credit limit of the Card Account is exceeded,

(e) stamp duties,

(f) termination fees, if the Bank terminates the Agreement for the Supply and Use of the Card.

**7.3** The Bank has the right to charge the Card Account with any amount that any other institution in Cyprus or abroad has charge the Card and/or the Bank for the use of the Card by the Cardholder at the institution's ATM.

**7.4** Subject to Term 7.3 hereinabove, any Card transaction carried out in a currency other than Euro or any currency other than the currency of the Card Account, where such currency is not Euro, then the amounts of such transactions shall be converted by Mastercard into Euro on the basis of the exchange rate set by Mastercard on the date of conversion. Next, the Euro amount that has occurred shall be converted into the Card Account currency, on the basis of the exchange rates applicable on the date that the Card Account is debited, as such are published in the Bank's daily "F/X Rates", and the Bank shall charge any other expenses and/or commissions and/or fees in line with Table A and the Bank's Rates and Charges. It is understood that the exchange rate applying to the conversion may differ from the rate applicable at the time of the Card transaction.

**7.5** In addition, subject to the provisions of the Payment Services Agreement, the Bank is entitled to charge the Card Account with any damage, loss, expenses or cost that the Bank deems to have incurred as a result of a breach of this agreement by the Cardholder and/or of any instructions whatsoever given by the Cardholder or deemed to be given by the Cardholder or for the account of the Cardholder, and the Cardholder undertakes and accepts any liability deriving from any such damage, loss, expenses or cost.

**7.6** The Bank shall credit the Card Account with any refund related to Card transactions provided that the Bank receives a refund voucher, or any other certificate accepted by the same.

## **8. CREDIT CARDS**

**8.1** For any amount exceeding the Card's Credit Limit the Bank shall charge, in addition to the interest rate set out in Term 8.6, a default rate over the excess amount for every month that the excess amount is not settled and the Bank shall decide at its absolute discretion whether an overreach charge will be imposed. The amount/percentage of such charge is set forth in Table A attached hereto.

**8.2** In the event of cash withdrawals via credit Card, the Bank reserves the right to debit the Card Account with the amount corresponding to the cash withdrawal plus any negotiating rights and interest calculated from the date of withdrawal through to the date of payment even if the total outstanding balance appearing in the monthly Account Statement is paid within the period prescribed. The negotiating rights and the interest rate currently applicable are set forth in Table A attached hereto.

**8.3** Any debit balance on the Card Account shall be payable on a monthly basis and notified to the Cardholder through the Card Account statement.

**8.4** The Cardholder shall pay to the Bank the minimum amount specified on the monthly Card Account Statement within the period specified therein. The Cardholder may pay, if he wishes, an amount higher than the minimum monthly instalment, or even the total outstanding balance of the Card Account Statement.

**8.5** If the total outstanding balance appearing in the monthly Card Account Statement is paid within the period specified therein, then the transactions effected within the month for which the Card Account Statement was issued shall bear no interests.

**8.6** If the Cardholder pays to the Bank, within the period specified in the Card Account statement, the minimum monthly instalment or a larger amount but not the total outstanding balance appearing in the monthly Card Account Statement, the amount due from time to time shall bear a borrowing rate, on a daily basis, as of the date on which each transaction was debited and through to the date the amount due is repaid. The borrowing rate currently applicable is set forth in Table A attached hereto.

**8.7** If no payment is made within the time period specified in the Card Account statement or if the amount paid is smaller than the minimum instalment specified in the Card Account statement, the Bank shall charge, in addition to the said borrowing rate, a default interest rate on the amount due from time to time for every month that the amount remains due following the expiry of the period specified in the Card Account statement. The default interest rate currently applicable is set forth in Table A attached hereto.

**8.8** The Bank can change the interest rate and the default rate, at its own discretion, as per the relevant legal framework, also taking into consideration the prevailing economic conditions. Such change shall be binding on the Cardholder who shall be notified by means of written notification or as otherwise provided for in the applicable legislation and shall apply as of the date specified in the notification. Any such change (amendment) shall not apply unless at least two (2) months have elapsed from the date of its notification. Where the Cardholder is not a Consumer or Micro Enterprise, the two-month notice requirement does not apply. Changes in applicable interest rates may be amended by the Bank unilaterally and without notice if such changes are to the benefit of the Cardholder.

**8.9** For the purposes of calculating the interest rate and the default interest rate, the time taken into consideration between the dates shall be expressed in years or fractions of years. A year is assumed to have 365 days (366 days for leap years), 52 weeks or 12 equal months. Where each month is assumed to have 30.4166 days (i.e. 365/12) whether a leap year or not. The interest rate and the default rate shall be capitalized every six months on 30 June and 31 December of each year and will apply both before and after any claim or court judgment.

**8.10** The Cardholder shall bear all administrative costs charged for any letter sent by the Bank advising him to repay any overdue amounts. The said administrative costs currently applicable are set forth in Table A attached hereto.

**8.11** In the event that any payment on the basis of the Card Account Statement is effected by means of a cheque and said cheque is not honoured on first presentation, then the Cardholder shall be charged with handling costs, as currently applicable and set out in Table A.

## **9. CARD ACCOUNT STATEMENT**

**9.1** Subject to the provisions of the applicable legislation, the Bank shall send a monthly statement of the Card Account regarding the Card transactions to the postal address the Cardholder has indicated to the Bank pursuant to the operating terms of the Card Account.

**9.2** The Bank has the right from time to time, after notifying the Cardholder accordingly, to send the monthly account statement of the Card Account in any other way it deems appropriate.

**9.3** If the Cardholder does not receive the monthly statement of the Card Account sent by the Bank, the former should immediately notify the Bank so that the latter can take the necessary corrective measures to ensure that the monthly account statement is sent to the Cardholder. In the event the Cardholder fails to notify the Bank, then it shall be deemed that the monthly account statement has been duly received by the said Cardholder.

**9.4** The Cardholder is responsible to monitor the activity of his account through the monthly account statement of the Card Account sent by the Bank.

9.5 If the Cardholder has any objection and/or comment regarding the monthly account statement, the same must notify the Bank, without undue delay, as soon as he is informed of any such payment transaction, within 13 months the latest as of the date the transaction was debited. The 13-month notice period does not apply in the event that the Bank has failed to provide or make available the information regarding the said payment transaction, as appropriate. Note that the said maximum notice period shall be 3 months in the event the Cardholder is not a Consumer or a Micro Enterprise.

#### 10. TRANSACTIONS AT ATMS:

10.1 The 24-hour withdrawal limit at ATMs shall not exceed the amount that the Bank has notified to the Cardholder in respect of the Card Account.

10.2 If the Cardholder uses the Card for cash withdrawals in excess of the balance available in the Card Account on the basis of the Bank's consent, the Cardholder shall be required to deposit the said amount within the time limit set by the Bank, while in the event that the Bank has not granted its consent to this effect, the Cardholder is required to deposit the said amount forthwith.

10.3 If the Cardholder uses the Card for cash deposits in excess of the deposit limit for the Card Account, the Bank reserves the right to request relevant documentation and/or data regarding the source of the cash deposited or to be deposited and/or not to accept the said deposit.

10.4 If the Cardholder uses the Card for cash deposit or for payments in the Card Account or in any other case that the deposit amount, following the Bank's control, differs from the amount the Cardholder claims to have deposited with the Card, the Cardholder cannot question such control carried out by the Bank's staff and is obliged to cover the shortfall occurring thereby.

10.5 The Bank shall determine the ATM operating hours, as well as the transactions permitted thereat.

10.6 The Bank shall not be liable if, for any reason whatsoever, the Automated Teller Machines (ATM) are out of order.

#### 11. SAFEKEEPING OF CARD AND PIN

11.1 The Cardholder is solely responsible for the safekeeping of the Card and the prevention of fraudulent use thereof and/or of its personalized security features and/or the PIN, and to this end the Cardholder shall take all the appropriate and reasonable measures and take all necessary actions to safeguard the above, including, but not limited to, the following:

- immediately destroy the document by which the PIN was notified to him,
- sign the card using a ballpoint pen, immediately upon receipt,
- avoid creating a PIN that is easily predictable (e.g. consecutive numbers such as '1234', date of birth),
- memorize the PIN and for no reason whatsoever record it anywhere,
- refrain from revealing the PIN and prevent it from being revealed to any third party whatsoever, including any person who appears as the Bank's employee or representative, even if requested to do so,
- not disclose the PIN when carrying out any transactions through the internet, the phone or other channels,
- carefully use the Card to carry out transactions and hide the ATM or any other keyboard when typing his PIN ensuring that it is not made visible to third parties,
- not allow any third party to use the Card and/or the PIN,
- not lose visual contact with the Card when authorizing any Card transaction,
- duly safeguard the Card and frequently check that it has not been stolen or lost,
- comply with all instructions and guidelines that the Bank shall communicate or post at its webpage from time to time regarding the safekeeping of the Cards and/or the PIN.
- review all transactions set out in the Card Account statement and notify the Bank immediately with reference to any unauthorized transactions or other irregularities occurring in the Card Account activity.
- securely store of all Card Account statements and card transaction receipts and destroy such documents before discarding them.

11.2 The Cardholder should carry out card transactions on the Internet only via secured payment websites which hold a secure server certificate. If a payment website does not have a secure server certificate and the Cardholder decides to proceed with the card transaction anyway, then the Cardholder shall be held liable for any damage and/or loss he and/or the holder of the Card Account incurs.

11.3 If the Cardholder realizes that the Card or the PIN have been lost, stolen, misappropriated, damaged, misused or are not received in time, or if there is suspicion of unauthorized or irregular use thereof, or if the PIN has been disclosed or is suspected to have been disclosed to a third party, then the Cardholder must immediately and without delay notify the Bank, first by phone, at the following contact details:

NATIONAL BANK OF GREECE (CYPRUS) LTD,

15, Makarios III Avenue, PO BOX 21191,

1597 Nicosia, Cyprus

T. + 357 22 040000 and +357 22840220

or in the event the said contact details change, at any other new contact details notified to the Cardholder from time to time.

For security purposes telephone calls to the abovementioned numbers will be recorded.

The said telephone notice must be confirmed in writing within 7 days.

11.4 Upon promptly notifying the Bank and in any future communications with the Bank, the Cardholder shall disclose to the Bank sincerely and clearly any information regarding the circumstances under which the Card was stolen, lost or misused or under which the PIN was disclosed to a third party and shall take all steps deemed necessary by the Bank. The Cardholder agrees that the Bank shall provide the police or any other authority in Cyprus or in any other country, with all the relevant information.

11.5 If the Card is reported lost, stolen or liable to misuse, it should not be used again but it should be destroyed and returned to the Bank immediately.

#### 12. UNAUTHORIZED TRANSACTIONS

12.1 If the Cardholder becomes aware, in any way and/or by reviewing the monthly Card Account Statement, of any unauthorized transactions, he should immediately notify the Bank. Failure to promptly notify the Bank of an unauthorized transaction as per Term 9.5 hereinabove, shall entail loss of the Cardholder's right to correct the error, if any, and the Bank shall not be liable for any damage or loss against the Cardholder.

12.2 If a payment transaction is carried out without the Cardholder's authorization, the Bank shall immediately and, in any case, by the end of the next business day the latest, following relevant notification of the Cardholder, refund to the Cardholder the relevant amount which was debited to the Card Account and shall restore the said Account by reversing the unauthorized transaction. If a payment service provider is involved, the Cardholder shall claim rectification from the Bank.

12.3 If the unauthorized payment transaction has been carried out with a lost, stolen or misappropriated Card, the following shall apply:

(a) The Cardholder is charged with an amount of up to Euro fifty (€50) for the damage incurred unless:

- (i) loss, theft or misappropriation of the Payment Instrument could not be detected by the Cardholder prior to the payment; or
- (ii) the Bank did not provide all the necessary means to enable the notification of loss, theft, misappropriation or unauthorized use of the Payment Instrument by third parties.

(b) The Cardholder is liable for the damage in full if the following conditions are met:

- (i) the damage resulted from the fact that the Cardholder wilfully or out of gross negligence violated one or more of his obligations, as follows: (1) to use the Card in line with the contractual terms governing the issue and use thereof; (2) to take, immediately upon receipt of the Card, any reasonable measures in

order to keep his personalized security features secure; and (3) to notify the Bank or the person appointed by the Bank promptly on becoming aware of loss, theft or misappropriation or unauthorized use of the Card; and

- (ii) the Bank has provided every means necessary to enable the notification of the loss, theft, misappropriation or unauthorized use of the Payment Instrument by third parties.

It is understood that the Cardholder is not liable for any damage following relevant notification to the Bank. The Bank shall block the Card with immediate effect upon notification by the Cardholder. Following a relevant request, the Bank shall provide the Cardholder, within a time period of eighteen (18) months as of the notification, with evidence that he duly notified the Bank.

**12.4** In any case, if the Cardholder acted deceitfully or fraudulently or if the Cardholder failed with intent or gross negligence to fulfil his obligations with regard to safekeeping his Card and personalized Card credentials, the Bank is exempt from any obligation to restore any damage the Cardholder incurred due to the incorrectly executed or unauthorized payment transaction.

### **13. REFUSAL TO EXECUTE A PAYMENT ORDER**

**13.1** The Bank may refuse to execute a payment order related to a Card transaction for legal and reasonable reasons at its absolute discretion, including, but not limited to, in the following cases:

- if there is no available balance in the Card Account when the transaction is carried out,
- if the Bank knows or has suspicion of improper use of the Card Account suggesting fraud,
- if the Bank knows or has suspicion of any illegal actions regarding the Card Account or the Card transaction,
- if the Cardholder exceeds the maximum daily limit or any other limit and/or any security limit per transaction and/or any other limit whatsoever pursuant to the current applicable legislation,
- if the Cardholder dies, in the event of a natural person,
- if the Bank violates any law, regulation, code or any other duty it is obliged to comply with, upon executing the transaction.

**13.2** In the event that the Bank refuses to execute a payment order, then the Bank shall not be liable for any damage the Cardholder and/or the Card Account holder may incur as a result of this refusal.

**13.3** In the event that the Bank refuses to execute a payment order, the Bank shall disclose the reasons for such refusal as well as the steps required for the rectification of any errors that led to the refusal, unless it is prohibited by the EU legislation or the law of the Republic of Cyprus. The said notification will be available to the Cardholder at the Bank's local branches.

**13.4** In the event that the Bank refuses to execute a payment order, the Bank has the right to impose charges for this refusal as per its applicable "Rates and Charges".

### **14. TERMINATION**

**14.1** The present agreement shall not have an expiry date and shall continue to be in force until terminated by the Bank or the Principal Cardholder or the Authorized Cardholder, if any, and in any case, it shall be automatically terminated when the Card Account is closed.

**14.2** The Principal Cardholder may terminate the present agreement at any time, by notifying the Bank in writing at least one month in advance, as per Term 18 herein. In such case, all cards linked to the Card Account must be destroyed and immediately returned to the Bank. The Principal Cardholder should ensure that no Card transactions are effected after the termination date and cancel any standing orders for Card transactions with third parties whatsoever.

**14.3** The Authorized Cardholder may terminate the present agreement at any time, by notifying the Bank in writing at least one month in advance, as per Term 18 herein. In such case, all cards issued in the name of the Authorized Cardholder must be destroyed and immediately returned to the Bank. The Authorized Cardholder should ensure that no transactions are effected with the said card after the termination date and cancel any standing orders for relevant Card transactions with third parties whatsoever.

**14.4** If the Cardholder is a Consumer or Micro Enterprise, the termination of this agreement is not subject to any charges unless the present Agreement has been in effect for a period of less than 6 months. In any other case the Bank may charge the Cardholder with a relevant fee for the termination of this agreement as per the Bank's Rates and Charges.

**14.4** Subject to Term 14 herein and the Payment Services Agreement, the Bank has the right to terminate the present agreement at any time if any of the following events breaching the agreement occur:

- if the Cardholder violates any of the terms of this agreement or any other agreement with the Bank,
- if the Cardholder fails to pay any amount to the Bank under the present or another agreement,
- if any information, declaration or representation, whether written or verbal provided by the Cardholder to the Bank for the purposes of this agreement is or becomes untrue or irregular,
- if the Cardholder withholds data or information requested by the Bank,
- if the Principal Cardholder and/or the Authorized Cardholder dies or becomes mentally incapable, or is declared bankrupt or dissolved or if a petition for bankruptcy or liquidation or legal proceedings has been filed against either of the former affecting the repayment of debts to any creditors thereof,
- if a warrant for the sale of the Cardholder's movable property or a warrant or court order for the sale of the Cardholder's immovable property has been issued,
- if any event occurs which may affect any securities or guarantees granted or to be granted in favor of the Bank within the context of the Card Account.

**14.5** In case the Cardholder is a Consumer or Micro Enterprise, the Bank has the right to terminate this agreement by means of a 2 (two) month notice to the Cardholder. It is understood that if the Cardholder is not a Consumer or a Micro Enterprise or if it is required or permitted by the applicable law, the Bank reserves the right to terminate this agreement without giving the said 2 (two) month notice to the Cardholder.

**14.6** In the event that the present agreement is terminated, such termination shall not affect the liability of the Cardholder and/or the Card Account holder towards the Bank at that time. Upon termination the Bank may demand that the Cardholder immediately pay any amount due under this agreement whenever such becomes due and payable, and the Cardholder shall be obliged to immediately pay to the Bank said amount including interests, charges, rights, costs and other expenses. In the event that the Cardholder fails to make the payment forthwith, the Bank shall be entitled to claim in court or otherwise repayment of any amount due plus interest and charges, court fees and other expenses until full and complete repayment. If the amount owed becomes due and payable, then the total amount due shall be deemed past due and, further to the Card interest rate applicable from time to time, it shall be subject to a default rate until full repayment.

**14.7** In the event that the Cardholder is a Consumer or a Micro Enterprise and the present Agreement is terminated, the charges for the provision of the services set out herein which are debited by the Bank on a regular basis shall be paid by the Cardholder only in proportion to time and up to the termination of the Agreement, and if such charges have been paid in advance to the Bank, they shall be refunded on a pro rata basis to the Cardholder.

**14.8** The Card Account shall remain open for a period of at least 6 (six) months from the date all Cards linked to the Card Account are returned, and the Cardholder should ensure that the available balance thereof is sufficient for the completion of any Card transactions and/or the satisfaction of any claims relating to the use of the Card before its return, and which claims had not been presented to the Bank for payment upon or before the return of the Card. Otherwise the Cardholder shall pay immediately upon request any Card transaction debited to the Card account following termination of the Agreement plus interest.

## 15. SUSPENSION OF CARD USE

**15.1** The Bank has the right to immediately suspend the use of the issued Card or refuse its reissuance, replacement or renewal on reasonable grounds relating to the security of the Card, suspicion or risk of misuse, fraudulent or unauthorized use of the Card and/or the PIN or relating to a significantly higher risk involving the Cardholder's or the Card Account holder's failure to repay any debt deriving from a credit card.

**15.2** In the event that the Bank decides to exercise such right, the Cardholder and/or the holder of the Card Account and/or any third person will be notified of the Bank's decision and the reasons thereof by any means deemed most appropriate and practical at the Bank's discretion, either prior to suspension or immediately after suspension at the latest, unless such notification is precluded or prohibited or not suggested for security reasons by any applicable law.

**15.3** The Bank may revoke its decision to suspend the use of the Card and/or shall replace the Card, if the reasons on the basis of which the Card was suspended no longer apply.

## 16. AMENDMENT OF TERMS

**16.1** The present Terms and Conditions shall apply to the Card and any new Card issued pursuant to present terms unless a notification of amendment is given to the Cardholder as per the present Terms and Conditions.

**16.2** The Bank reserves the right to amend any of the terms and conditions hereof at any time, following notification of at least two (2) months before such amendment becomes effective. It is understood that the interest rate change is subject to the provision of Term 8.8. It is stipulated that any changes to interest rates or F/X rates based on reference rates or reference F/X rates respectively may be implemented immediately and without notification. Such changes shall be published on the Bank's Daily F/X Report

**16.3** Any amendment to the present Terms and Conditions shall be notified to the Cardholder by the Bank in writing and/or through the Bank's website and/or Internet Banking service, and/or through email and or any other way provided for in the applicable legislation from time to time.

**16.4** The Cardholder is entitled either to accept or reject such amendments before the date they are to become effective. The Cardholder shall be deemed to accept the amendments unless he promptly notifies the Bank in writing, prior to the date they are to become effective that he does not accept the amendments of the terms and in such case he shall be entitled to terminate the present agreement as per Term 14 hereinabove.

## 17. PROCESSING OF PERSONAL DATA

For the collection, maintenance and/or any other processing of the Cardholder's personal data, as per the provisions set out in the Protection of Individuals with regard to the Processing of Personal Data and for the Free Movement of such Data, Law 2018, (as amended or replaced by any other Law of the Republic of Cyprus relating to the protection of personal data) and pursuant to the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, (General Data Protection Regulation), the terms set out in the Card Application, the Privacy Statement (available at the Bank's branches and at its webpage [www.nbg.com.cy](http://www.nbg.com.cy)) and the Consent Form for marketing purposes, and constitute an integral part of this agreement.

## 18. CONTACT

**18.1** Any notifications from the Cardholder to the Bank shall be communicated in writing or by fax or by email unless otherwise specified herein, as follows:

- by telephone at +357 22040000 during business days and hours.

- by email at the Bank's Card Service: [cards@nbg.com.cy](mailto:cards@nbg.com.cy)

- by written notification at the Bank's local branches and/or in writing to the postal address of the Bank's branch where the account is held or to the Bank's registered address: 15, Makarios III Avenue, 1065 Nicosia or any other address, email or telephone number that the Bank may designate to the Cardholder from time to time.

**18.2** Any notifications from the Bank to the Cardholder shall be communicated in one of the following ways unless otherwise indicated herein or provided for in the applicable legislation:

- in writing, at the last known address or email address of the Principal Cardholder and/or Authorized Cardholder.

- by telephone, at the last known phone number of the Principal Cardholder and/or Authorized Cardholder

- by posting the document at the Bank's branches and/or via the internet and/or the Bank's website

**18.3** The Cardholder shall promptly notify the Bank of any change in his contact details.

## 19. COMPLAINTS PROCEDURE

**19.1** The Cardholder has the right to file complaints with regard to alleged breaches of the present Terms and Conditions by the Bank. The examination and out-of-court settlement of any dispute is subject to the jurisdiction of the Central Bank of Cyprus which is the competent authority to handle complaints. The contact details of the Central Bank of Cyprus are the following:

Central Bank of Cyprus

Tel. No (+357) 22714100

Fax No (+357) 22714959

Postal address: 80, Kennedy Avenue, 1076 Nicosia, Cyprus or PO BOX 25529, 1395 Nicosia

Email: [www.centralbank.cy](http://www.centralbank.cy)

Website: <https://www.centralbank.cy/el/home>

**19.2** In addition, the Cardholder has the right to file complaints to the Bank with regard to alleged breaches of the present Terms and Conditions by the Bank. The relevant procedures for filing a complaint are available on the Bank's website (<http://www.nbg.com.cy/>) and/or at the Bank's local branches.

**19.3** The Cardholder reserves the right to contact the Financial Ombudsman of the Republic of Cyprus in accordance with Law 2010 (Law 84(I) 2010) on the Establishment and Operation of the Financial Ombudsman of the Republic of Cyprus, as amended. Further details can be found at:

[http://www.financialombudsman.gov.cy/forc/forc.nsf/page04\\_gr/page04\\_gr?OpenDocument](http://www.financialombudsman.gov.cy/forc/forc.nsf/page04_gr/page04_gr?OpenDocument).

## 20. APPLICABLE LAW

**20.1** The present Terms and Conditions shall be governed and interpreted by the Law of the Republic of Cyprus and the Cardholder and/or the holder of the Card Account irrevocably accept the jurisdiction of the Courts of the Republic of Cyprus, without prejudice to the Bank's right to take legal action against the Cardholder and/or the holder of the Card Account in the courts of any other country.

## 21. MISCELLANEOUS

**21.1** The preamble and Table A are considered an integral part of the present Agreement.

**21.2** All terms of the present Agreement are considered material.

**21.3** The headings in the present Agreement are used for the purposes of ease of reference and do not restrict or affect the interpretation of the Terms.

**21.4** Where the text does not exclude it, words in the singular include the plural and words in the plural include the singular.

**21.5** The present Agreement has been drawn up in Greek language and any communication and/or notifications shall be conducted in Greek.

**21.6** During the term of this agreement the Cardholder may at any time request and receive the terms of the present agreement in printed form or any other durable medium.

**21.7** Failure on the part of the Bank to exercise any right arising from any term hereof shall not constitute waiver of such right.

**21.8.** This Agreement shall be binding on the Cardholder regardless of any changes that may occur at any time in the legal status of the Bank due to merger of the Bank with any other person, Organization, Agency or Company or otherwise, or due to assignment of all or part of the Bank's assets for the purpose of setting up a new Company or otherwise.