

Terms & Conditions for the provision and use of the HSBC VISA Debit Card

ISSUANCE AND USE OF HSBC VISA DEBIT CARD CONTRACT

By means of this contract on the issuance and use of a debit card from HSBC, the Bank agrees to provide the Customer with an HSBC debit card upon request in line with the following terms and conditions. The Customer hereby declares and accepts that he/she recognises that the Bank has provided adequate explanations so that he/she can determine that this contract has been tailored to his/her needs and his/her financial situation with an explanation (where necessary) of the information provided to him/her before this contract was concluded, and that the key features of the card and the repercussions that use thereof could have for him/her were pointed out. This contract was therefore concluded which consists of the two sections/parts below: the Special Terms and the General Terms which, taken together, constitute the agreement of the contracting parties which was entered into in [place] today [day/date], by the contracting parties hereto:

A. SPECIAL TERMS

Bank	HSBC Bank plc, Greek branches
Registered offices Address	8, Canada Square, London E14 5HQ [local address to be used by the customer]
Phone number	801-801-4722 for calls from Greece
	+30 210-6962000 for calls from abroad
Website	www.hsbc.gr
<u>CUSTOMER</u>	
<u>CREDIT LIMIT</u>	
<u>TOTAL ANNUAL PERCENTAGE RATE</u> <u>(A.P.R.)</u>	% per year today

B. GENERAL TERMS DEFINITIONS

Bank's ID	'Bank' shall mean the foreign bank with the corporate name HSBC Bank plc which has been lawfully established under the laws of the United Kingdom and having its registered offices in London, England at 8 Canada Square, London E14 5 HQ, which is also lawfully established in Greece, and represented for the signing hereof by its Greek branches. The Bank is registered in the United Kingdom at 8 Canada Square, London, E14 5HQ and is supervised by the Financial Services Authority (FSA), FSA Reg. No. 114216, Companies Reg. No. 14259 and has been lawfully established in Greece under authorisation from the supervisory authority, the Bank of Greece, and is a full member of the Hellenic Banking Association, is Greek Tax Reg. No. being 098031225 and its BIC/SWIFT being MIDLGRAA.
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1. Preamble

- 1.1. The Card allows the Customer to purchase items and withdraw cash around the world and place orders over the internet, by phone or mail, pay bills, pay subscriptions, etc. and to connect up to 5 bank accounts to the card which are directly accessible via ATMs in Greece round the clock 7 days a week. Provision of the Card and use thereof shall be governed by the following terms and conditions which are expressly agreed by the Customer as key, material terms and as constituting an integral part of the General Transaction Terms for Retail Banking Customers and of the Bank's service price list, which also contain additional information about how payment transactions are entered into, the interest rate tables, the cut-off times for banking operations and the cut-off times for currency conversion purposes, as applicable and which the Customer has accepted; the Customer declares that he/she is aware that such terms are available at the Bank's branches, on the Bank's website and via the HSBC Phone Banking service and HSBC Internet Banking service.
- 1.2. Under the terms of this contract the Customer irrevocably authorises the Bank to do anything necessary to verify the particulars contained on the application form for a Card, which the Customer expressly declares to be wholly accurate and true in their entirety, and which constitute an integral part of the terms of this contract.

2. Issuance of Card / Personal Identification Number

- 2.1. The Card shall remain the Bank's property for such time as the card is valid and use of the card is strictly personal. The transfer, assignment or use of the card by any third party is prohibited and the card must be returned when that is requested by anyone acting on the Bank's orders and on its behalf.
- 2.2. The Card shall be delivered in deactivated mode when issued, re-issued or renewed to the Customer by mail. The Customer undertakes the risk and cost of dispatch where an accurate delivery address for the card has not been provided or where his address has changed. The Card may, at the Bank's discretion, be delivered to the Customer or any person authorised by him/her (pursuant to an authorisation bearing an attestation of the authenticity of the Customer's signature from a competent authority) at a branch of the Bank. Where the Card is sent in deactivated mode, it shall be activated by the Customer in accordance with the Bank's instructions in each case. In order to activate the Card, the Customer must contact the HSBC Phone Banking service.
- 2.3. After the Card is delivered, the Customer will be sent his/her personal identification number (Card PIN) by mail in a specially sealed envelope at a later point in time, which PIN is equivalent to the Customer's digital signature, and which PIN has been generated by the Bank under maximum security conditions. It is agreed that there are various methods of authorisation and of Customer giving instructions for transactions and in particular authorisation entailing use of the Card along with the Cardholder's signature at points of sale (POS) or use of the Card along with the Card PIN for transactions at POS / ATM transactions or use of the Card number, and in certain cases with the security code for transactions conducted by mail, phone, the internet or other secure system, or authorisation with use of the Card and the signature of the Customer if the other types of authorisation are not available or are not supported. The Customer shall be obliged to use the Card and discharge his/her obligations under this contract and to promptly inform the Bank where his/her particulars or the mailing address for the monthly statement change.
- 2.4. The Customer shall be obliged to immediately sign Card in the special box for that purpose using an indelible pen before entering into any transaction, to use the Card lawfully and to fully comply with the terms of this contract. The Customer shall be obliged to comply with the Card / Card PIN security and protection rules, not to allow any third party to have or use the card or Card PIN and not to disclose the Card PIN to any third party. The Bank shall bear no liability to the Customer if the Card was used by a third party who knows or who randomly guessed the Customer's PIN, if the Customer has not notified the Bank of such unauthorised use in accordance with the manner set out herein. The Customer shall be obliged to memorise the Card PIN and not to record it on the Card or on any document accompanying the Card, or if he/she does record it, it must be in such a manner (e.g. by mixing up the numbers) that it is not easily perceivable or comprehensible to any third party who may attempt to make unauthorised use thereof. The Customer shall also be obliged to destroy the notification slip and to promptly inform the Bank where there are suspicions that the Card PIN has been stolen or lost or has been disclosed or is not used in an approved manner, only by contacting the Bank's Phone Banking service and only by talking with an agent of the Bank at the service, and not using the Interactive Voice Response (IVR) system on that service, by calling 801 11 72000 or +30 210 6962070 or any other number which may be notified to the Customer. The Customer must also state whether he/she wishes the PIN to be immediately replaced or not. Moreover, if the Customer does not receive the Card PIN notification within 15 days from the date on which Card was issued or re-issued, he/she must promptly notify the Bank in writing or call Card Services on 801 11 72000 / +30 210 6962070 or any other number notified to the Customer. In all events, the Bank reserves the right to request that the Customer provide written notification of the above.
- 2.5. The Bank shall be entitled to withdraw the right to use a Card used on objectively justifiable grounds relating to Card security, or the suspicion of non-approved or fraudulent use. The Bank shall inform the Customer by phone and if possible shall do so before the Card is withdrawn or in all events immediately after it is withdrawn, unless such notice would be contrary to the objectively justified security grounds or is expressly prohibited by national law or any related legislation of the European Union. Once the Customer is notified by the Bank to return the Card, he/she is obliged to comply immediately.
- 2.6. The Card shall initially be valid for a 5 year period from the date on which the Card is issued and thereafter shall be renewed for 5-year periods each time. Where the Customer does not wish the Card to be renewed he/she must inform the Bank in writing 60 days before it expires. No Card should be used if this contract has been terminated, after the Card has expired or if the Card has been declared lost or stolen, or use of the Card was cancelled or suspended, nor must the Card be used at any ATM in Greece or abroad in breach of the national rules applicable in each country.

3. Customer's rights and obligations – Loss/Theft of Card/Card PIN

3.1. The Customer is obliged:

- a) to use the Card in accordance with the terms set out in this contract and to take all proper steps to safeguard the Card and the Card PIN which enables the Card to be used, and
- b) to promptly inform the Bank by calling the Lost Cards Helpline at the Lost/Stolen Cards Service on 800 11 72000 / +30 210 6962190 or any other number notified to the Customer, once he/she realises that the card has been lost/stolen or is being used by someone other than the Cardholder or the Card/Card PIN is/are being used in an unauthorised manner. In all events, the Bank reserves the right to request that the Customer provide written notification of the above.

3.2. The Customer shall receive compensation from the Bank only where he/she promptly notified the Bank when he/she became aware of any unauthorised or erroneous payment transaction, and no later than 13 months after the charge was applied for that transaction. Without prejudice to the above, in the case of an unauthorised transaction (via the Card using an ATM, and not payment transactions made by the Cardholder or via the Cardholder) the Bank shall be obliged to return the amount corresponding to the unauthorised transaction to the Customer, and if appropriate, to return the balance of the payment account debited to the state in which it would have been had the unauthorised payment transaction never taken place.

3.3. By way of derogation from the above, the Customer shall be liable in relation to any unauthorised payment transaction, up to a maximum of EUR 150.00, for losses arising from the use of a lost or stolen Card or, if the Customer has failed to keep the personalised security features of each Card safe from misappropriation. The Customer shall be liable for all losses relating to unauthorised payment transactions where those losses are due to the fact that he/she acted fraudulently or did not discharge one or more obligations (did not use the Card in accordance with the terms and conditions relating to issuing and use of the Card, and did not promptly inform the Bank or the body designated by it once he/she realised that the Card had been lost, stolen or misappropriated or used in an unauthorised manner) deliberately or due to gross negligence. In these cases the maximum figure cited above shall not apply.

3.4. From the moment the Bank is notified the Customer shall no longer bear liability for losses due to loss or theft of the Card, save for cases where he/she acted fraudulently. The Bank shall bear no liability for the Customer's loss arising from theft or loss of the Card and its use at ATMs before the loss or theft is notified to the Bank's competent department. The Bank is hereby authorised to record the Customer's notification of loss or theft, or any other issue made by telephone on a magnetic storage medium.

3.5. The Card and the corresponding Card PIN shall be re-issued subject to compliance with the terms and conditions of this contract immediately after the Customer reports it lost or stolen, and that Card shall be a continuation of the lost or stolen Card or card used in an unauthorised manner unless the Customer requests in writing or declares to the Help Desk or calls Card Services stating that he/she does not wish the Card to be reissued.

4. Card use

4.1. In the case where the Customer has authorised a payment transaction either (a) by combined use of the Card and its PIN at a point of sale (POS) or an ATM or (b) by recording/stating the Card number and any security code(s) required under some circumstances for postal/phone/internet transactions or using a secure system, or (c) by combined use of the Card and his/her signature, in the case where any other choice of authorisation is not available, it is agreed that this shall be exclusive proof that the Customer has actually authorised the payment transaction.

4.2. The Customer acknowledges that in transactions where the Card is used as a payment instrument, the Bank shall set at the end of each working day a cut-off time for each service channel, and cut-off times for currency conversion, which can be found and checked at the Bank's branches, on its website and via the HSBC Internet Banking Service for subscribers to that service, after which cut-off times any order received shall be deemed to have been received on the next working day.

4.3. The Customer, using the Card, shall be entitled to enter into transactions to pay the purchase price of goods and/or services with all merchants displaying the VISA logo who have a contract with the VISA network, in Greece or abroad (hereinafter Merchants or Merchant) in the context of good faith and the Customer's financial capacity. The debiting of the Customer's account with the amount of each transaction will be completed on the date which the transaction is settled from VISA, at which time respective update will be sent to the Bank for the final debiting of the account. The Card is euro-denominated. The Card has internationally validity and can also be used for

transactions and cash withdrawals abroad. The Customer may make payments or obtain cash advances in other currencies depending on the country in which the transaction instruction originates, the merchant's nationality, etc.

- 4.2.1. In every transaction with a Merchant the Customer shall sign a special form (hereinafter the Debit Note) issued either using an imprinter or an electronic device for reading the Card and printing out the Debit Note (EFT/POS) or by keying the PIN into the said devices, taking all measures necessary to ensure that the PIN is not disclosed to third parties. Upon signing the Debit Note or keying in the PIN the Bank is authorised to debit the Card account with the transaction amount and to pay the Merchant accordingly.
 - 4.2.2. The particulars of the transaction with the Merchant and the amount shall be filled out on the Debit Note in the presence of the Customer who shall sign such Debit Notes, save from remote transactions with merchants where the terms and conditions of the Term below shall apply. Debit notes shall necessarily set out the terms of such transaction.
 - 4.2.3. Under the terms of this contract the Customer provides the Bank with an irrevocable mandate and power to pay the Debit Notes relating to the Card on behalf of the Customer, which Debit Notes were presented by Merchants, and which are signed by the Customer, or in the case of remote transactions, the value of such transaction in the context of the applicable legislation, and the terms and conditions agreed by the Merchant and Customer; should such terms be infringed the Bank shall not bear any liability. Where the Customer opts to enter into remote transactions by placing internet/mail or phone orders in Greece or abroad he/she shall undertake the related risk and responsibility. The Customer shall be entitled to give standing orders or other instructions to pay repeated or isolated obligations by debiting the Card account, without signing a Debit Note, but shall undertake the relevant risk and responsibility in this regard.
 - 4.2.4. The Customer shall be entitled to seek from the Bank a return of the monies corresponding to an approved payment transaction which was entered into by the Cardholder, which has already been executed, where the following conditions are met: (a) the exact amount of the payment transaction was not specified when authorisation was given, (b) the amount of the payment transaction exceeds the amount the Customer would reasonably expect to pay taking into account the form, previous normal expenditure, terms and conditions of the payment services framework agreement and the relevant circumstances of the case, and (c) where the return is requested within 8 weeks of the date on which the monies were debited. Where the Customer makes a request for monies to be returned, the Customer shall provide the true facts relating to the above requirements. For the purpose of calculating the 10 working days within which the Bank must return the corresponding amount, and for the purposes of this term, the Customer's request shall be deemed to have been properly made when at the Bank's request the Customer has provided the true facts which demonstrate his/her previous normal expenditure and the start date of the 10 working day period shall be from the date on which the relevant request was sent and such information has been provided. Without prejudice to the foregoing terms, within a deadline of 10 working days from the date on which the cash return request was received (as defined above) the Bank shall be obliged to either return the entire amount from the payment transaction or justify its refusal to respond to the request and to indicate to the Customer, where that reasoning is not accepted, those bodies he/she can appeal to, namely the General Secretariat for Consumer Affairs / Ministry of Economy, Competitiveness & Shipping in order to submit a complaint, or the Consumer Ombudsman and the Banking – Investment Services Ombudsman and the Amicable Dispute Resolution Committee to have the matter resolved out of court.
 - 4.2.5. The Customer hereby agrees that he/she shall not be entitled to a return when he/she has transferred his/her consent for the payment instruction to be executed directly to a payment service provider, and as appropriate, the information about future payment transactions is provided or made available to him/her in accordance with the manner agreed, at least 4 weeks before the date specified by the payment service provider or by the payee.
- 4.4. The Customer shall have access to up to 5 bank accounts maintained in his/her name which he/she has selected (hereinafter Linked Bank Accounts) in order to enter into banking transactions round the clock using the Card in combination with the Card PIN at ATMs which the Bank has installed, or at the ATMs of other banks with which the Bank collaborates, which shall be notified to the Customer in writing from time to time. Where there are several accounts linked to the Card, the Customer shall be obliged to select a Main Account in his/her application form. The following terms shall apply to use of the Card in this manner:
- 4.4.1. The Customer shall be obliged to comply with all security rules to prevent use of the card and/or PIN and/or access by third parties to the Linked Bank Accounts. The Bank shall not be liable on this ground if the Card is used by a third party who knows or who randomly guesses the Card PIN, and thereby acquires access to the Linked Bank Accounts.

- 4.4.2. The Bank shall be entitled, and the Customer hereby authorises it, to debit any Customer account without prior notice, by any amount which it pays as a fee to other banks for use of their ATMs or any other expenses incurred.
- 4.4.3. The debit applied to the Customer's Linked Bank Accounts for cash advances, transfers and payments shall be applied by the Bank's Data Centre based on the ATM log and shall constitute proof in full of the amount of cash the Customer withdrew.
- 4.4.4. The Customer agrees and accepts that he/she shall be entitled to obtain cash advances round the clock only where the Linked Bank Accounts have adequate funds and that he/she is obliged to be aware of the balance in those accounts. The Customer acknowledges that in order to ascertain that there are adequate funds in the payment account, the Bank shall take into account any previous instructions which have been executed but not yet debited to the Customer's account or which have been agreed to be executed.
- 4.4.5. The Customer shall be entitled to place amounts in the form of Euro bank notes in the Linked Bank Accounts using his/her Card in conjunction with the Card PIN at ATMs owned by the Bank or at ATMs in the Alphanet network or those of any other associated banks (with the exception of those which Automatically count and credit cash to accounts) which are notified to the Customer in writing and/or at the Bank's branches and/or via its website. The Customer's Linked Bank Accounts shall be credited with the amount placed in the Bank's ATMs inside an envelope in the manner outlined below depending on the ATM used, with the valeur being the date of deposit up until the end of each working day for the Bank's ATMs (namely before 22:00 hours) provided the cash is deposited before cash is collected, counted and checked by 2 authorised bank officers (15:00 hours) and if the amount is deposited at Alphanet ATMs the credit shall be applied by the end of the next working day after the Bank receives notification relating to the Alphanet network's ATMs. If the cash was deposited after the Bank ATM collection / counting / checking time, the credit will be applied at the end of the next working day with the valeur being the date of deposit, and in the case of ATMs from the Alphanet network, it will be credited at the end of the second working day after notification to this effect is sent to the Bank. If there is any discrepancy between the amount counted by those officers and that indicated by the Customer on the deposit envelope or keyed in, it is hereby agreed and accepted that the amount which will be credited to each of the Customer's Linked Bank Accounts will be the amount counted by the officers from the bank at whose ATM the deposit was made. A report shall be prepared which shall constitute proof in full of the amount deposited and this report may be used before any court for this purpose. The Bank also has ATMs where cash which is deposited by the Customer is automatically counted and credited to the account indicated by the Customer, becoming immediately available with a same-day valeur. The working day for alternative channels such as ATMs, for the purpose of calculating the valeur, is 10:00 to 22:00 hours.
- 4.4.6. The Customer shall be entitled to deposit euro-denominated cheques issued on any bank whose registered offices are in or which is lawfully established in Greece, in the Linked Bank Accounts using only the Bank's ATMs. The relevant amount will be credited to the Linked Bank Accounts within the time period specified by the Bank for each type of cheque. The Bank shall bear no liability where the Customer deposits a cheque using the ATMs of other banks. Greek law relating to cheques and the provisions of the General Transaction Terms for Retail Banking Customers, as in force from time to time, shall apply in relation to the payment or bouncing of cheques deposited via ATMs.
- 4.4.7. The Bank shall not be liable for any loss incurred by the Customer unless that loss was as a result of fraud or gross negligence on the part of its employees.
- 4.5. The Bank shall provide Card-related services round the clock and shall not be liable and shall not be deemed not to have discharged its obligations to the Customer if its ATMs or those of associated banks are out of order, due to various grounds such as technical maintenance, force majeure or a decision of the bank/banks, which may be taken without notifying the Customer. The Bank may change the number of Bank ATMs at its discretion.
- 4.6. The Bank may amend or supplement the terms and conditions of this contract by giving the Customer 2-month's notice in writing. In all events the Customer recognises and declares that the Bank shall consider that he/she has accepted these amendments if he/she does not notify the Bank that he/she does not accept them before the proposed effective date, and where he/she does not accept them the Customer shall be entitled to terminate this contract in accordance with the relevant term on termination. The parties hereby agree that changes to interest rates or exchange rates may be applied immediately without prior notice where such changes are based on reference interest rates or exchange rates which have been agreed.

5. Statements

- 5.1. At least once a month the Bank shall send a statement or advice (hereinafter Statements or Advices) relating to transactions and payment transactions entered into using the Card to the correspondence address provided on the Card application form, or where it decides to make such a service available, at least once a month via branches or

the HSBC Internet Banking service to the Customer, where he/she is a subscriber to that service, and in all events in the manner specified in Greek law as in force from time to time, once every three months. Irrespective of how often statements are made available, the Customer may request a statement of account at any time.

The monthly statement shall set out all debits and transactions entered into using the Card, any cash advances obtained and all information which is required by law. Moreover, it shall, inter alia, set out the date and a description of each transaction entered into, payments made in the period covered by the statement, and any exchange rate used in the case where currencies were converted for the purpose of a payment transaction. Transactions which have been entered into but do not appear in the Statement will appear in the next Statement. The Customer acknowledges and accepts that in the event where he/she does not receive a Statement for any reason, he/she continues to be obliged to discharge his/her obligations to the Bank. The Customer must carefully examine all Statements or advices at regular intervals and to promptly inform the Bank about any objections to such documents within the deadline set out herein in relation to unauthorised or erroneous transactions at ATMs or authorised payment transactions entered into by or via the payee. The Customer may contest the content of any Statement or provide counterevidence against it, doing so immediately. Reference to this possibility shall be included in the Statement. The Bank hereby declares that where it ascertains that one or more transactions were rightly and properly contested, it shall offset the amounts paid.

- 5.2 Foreign exchange transactions entered into using the Card shall be subject to charges based on the place where they were entered into and shall be within the limits laid down by the banks whose ATMs were used. Any debt arising from such transactions in countries outside the Euro Area shall be converted into Euro at the exchange rate (sale price) which applies on the date on which the transaction was debited to the account in accordance with VISA procedures, and consequently the conversion date may not be the same as the transaction date. In the prices set out by VISA a 3% for costs is added, of which 1% will be withheld by VISA itself. For exchange rates coverage from the date of the transaction until the date of the settlement by VISA, the Bank will keep a maximum 5% of the transaction value blocked, until the settlement date. Consequently the amount blocked until the settlement and final debiting of the Customer's account will include and cover the amount of the transaction as well as the above mentioned percentage of potential exchange rates difference, whereas the amount finally debited in the Customer's account after the settlement, will consist of the transaction amount formed as per the exchange rate determined by VISA. The Bank has no control over and is not liable for the time at which data is processed by VISA and such processing may involve expenses of intermediary credit institutions. The Bank may provide an indicative exchange rate cost on the transaction date if the Customer contacts the Bank but in general that does not mean that it will be the cost which is actually calculated and applied since exchange rates change from the transaction date to the date on which the transaction is debited to the account. In addition to the charges referred to below, the Customer may also be required to pay a transaction fee imposed by a bank in the country where the transaction was processed. The Statement shall show the cost of the said transactions in total.
- 5.3. The Customer hereby agrees that up until 1.1.2012 (or until any date after that set by Greek law or the competent authority) for all payments expressed in euro or for national payment transactions in the currency of a Member State outside the Euro Area and payment transactions which only require a currency conversion between euro and the official currency of a Member State outside the Euro Area, provided the currency conversion required takes place in the Member State which does not use the euro, and in the case of cross-border payment transactions the cross-border transfer takes place in euro to or from a payment account in the European Union, and provided the payment service providers are established in the European Union, and the amount of the payment transaction is in euro, it is hereby agreed and accepted that the maximum deadline for implementing the transaction is three working days after the cut-off times as specified by the Bank (and notified to the Customer/originator at Bank branches, on its website or via the HSBC Phone Bank or HSBC Internet Banking services for subscribers of those services) and the value shall be the date indicated or the implementation date. If the time at which the payment instruction is received is after the cut-off time for Bank operations, the time at which the payment instruction was received shall be deemed to be the next working day. In the case of a public holiday, the amount shall be credited to the payee's account on the next working day. All other payment instructions shall be implemented within 4 working days maximum. In all events the Bank shall be entitled to execute instructions before the said deadlines. In this case when the Customer enters into payment transactions, at least 4 working days shall be calculated for handling of the payment.
- 5.4. The Bank shall bear no liability for acts or omissions of Merchants and the Customer relating to transactions between them. Where the transaction is entered into in a currency other than the Euro, the exchange rate shall be determined by the banks and organisations involved in the process of clearing and settling the transaction. The Customer accepts the method for calculating the exchange rate and has no right to challenge this.

6. Offsetting

The Bank is hereby irrevocably authorised to offset its claims arising from use of the card against any counterclaim of the Customer, irrespective of origin, irrespective of the currency or foreign exchange in which that counterclaim is denominated.

7. Cancellation of card

- 7.1. Use of the Card shall be valid until the card expiry date. The Customer shall be entitled to terminate this contract at any time by giving at least 1-month's notice in writing, in which case he/she shall return the cancelled Card, settle all debts arising from the Card such as annual subscription fees or all manner of expenses and levies up until the date of payment in full. The Customer may request cancellation of the Card, free of charge, at any time by giving the Bank 1-month's written notice, provided the Card is destroyed and is returned.
- 7.2. The Bank shall be entitled to suspend or withdraw the Card, terminate this contract for the reasons set out herein in all circumstances, or refuse to issue or re-issue or replace any Card effective immediately where it does so in writing; 'in writing' including fax and email, where the Customer infringes any of the terms hereof, which are agreed as being material, such as but not limited to serious grounds such as filing an application for bankruptcy or where the Customer is declared bankrupt or its real estate assets are seized, or where any representations/data/information relating to this contract are infringed or in the Bank's view become untrue or inaccurate in any manner, or where there is any other serious ground. In this case the Bank is obliged to promptly notify the Customer. Where this contract is terminated or the Card is cancelled, the Customer shall be obliged to refrain from using it, to destroy it and to promptly return it to the Bank.
- 7.3. Court costs in general and lawyer's fees and compulsory enforcement expenses, namely costs relating to seizures, notifications, court process server and notary fees/charges and any other reasonable and necessary expenses which were or may be incurred by the Bank in implementation of this contract shall be borne by the Customer who shall be obliged to pay those amounts. If the Bank pays any of the said amounts even though it is not obliged to do so, the Customer shall be obliged to pay those amounts together with default interest from the payment date until the date of settlement in full. Judicial or out-of-court documents, including those for compulsory enforcement documents, may be lawfully served on the Customer's attorney in fact as designated in the card issuance application form, who is irrevocably appointed under Article 142(4) of the Hellenic Code of Civil Procedure and Article 40(2) and Article 57(2) of the Legislative Decree of 17.7.1923 on special provisions concerning societies anonyme, who is hereby ordered by the Customer to receive all documents from the Bank relating hereto which are addressed to the Customer, including (without this limiting the generality of this clause) pre-trial documents, case files, notifications and case files for compulsory enforcement proceedings sent to the Customer.

8. Amendment of terms hereof

This contract may only be amended exclusively by new written agreement of the parties. By way of exception, the Bank may unilaterally amend or supplement the terms of this contract by providing the Customer with 2 month's notice of those terms in writing, such notice being provided by ordinary mail or in the monthly statement. Reasons for such changes may be a change in the decisions of the credit and monetary authorities and market conditions or adjustments in applicable bank or interbank interest rates. The new terms shall apply once the 2-month notice period ends. Where the Customer makes no objections within that 2-month time period before the terms take effect, he/she shall be presumed to have expressly and unreservedly accepted the supplementation or amendment of the terms.

9. Advices

Any advices from the Bank relating to the Customer other than those agreed as being contained in the statements, shall be addressed to / sent to the Customer at the Customer's correspondence address set out in the card issuance application form unless the Bank has already notified the Customer in writing about its change. The Customer may send any request to the Bank at the address or using the phone numbers notified to him in flyers or the monthly statements.

10. Use of personal data

- 10.1. The Customer declares and acknowledges that he/she has been informed that the Bank keeps and processes personal data in accordance with the provisions of Law 2472/1997 on protection of individuals from processing of personal data, as in force. The Customer shall be entitled to access that data upon request in accordance with the provisions of that Law. By signing this contract the Customer expressly and unreservedly consents to his/her data being held and used by the Bank. The Customer shall be entitled to submit written objections as specified in Article 13 of that law.
- 10.2. The Customer hereby declares and acknowledges that he/she has been informed by the Bank that his/her personal data included in the card issuance application form and arising from his/her business dealings with the Bank and other personal data which the Bank has collected with his/her assistance or which is obtained after signing this card issuance application form, shall be processed by the Bank itself and/or third parties which process data, and expressly and unreservedly consents to this during the business relationship for the following processing purposes:

(a) service, support and monitoring of contractual relations generated by the signing of the card issuance application form (b) defending the interests of data controllers and discharge their obligations under the card issuance application form, and the recipients of the data are or shall be: (i) the Bank and/or third parties for the purpose of supporting the implementation of the card issuance and use contract (ii) third parties such as debt collection companies, lawyers, notaries and court process servers, etc., in the context of their duties, to achieve out-of-court or judicial collection of the receivables owed to controllers or other similar activity.

- 10.3 The Customer declares that he/she provides his/her approval, expressly and unreservedly consents, and gives the Bank power to transfer his/her data for processing within the meaning of Law 2472/1997 as in force to other companies in the HSBC Group whether inside the European Union or not, or its agents or interbank transaction system providers or other banks whose network of ATMs it uses, provided such bodies are notified to the Customer.
- 10.4. Save where objections to such consent are submitted to the Bank during the course of the business relationship with the Bank, the Customer consents to his/her personal data being disclosed to organisations and enterprises with which the Bank collaborates which wish to send advertising or other promotional material for products and services of the HSBC Group and/or for the purpose of distance selling by the Bank and its associates organisations and enterprises.
- 10.5. The Bank only uses the Customer's data to provide him/her with the best services and products. Upon signing the Terms and the application form and/or upon acceptance of any services provided or products of the Bank the Customer accepts, acknowledges and expressly consents that the Bank may use the Customer's personal data, including his/her email and mailing address and fixed and mobile phone numbers provided by the Customer in order for the Bank to contact him/her to provide him/her with information about and/or sell the Bank's products and services. Where the Customer has any objection to the said use and processing of his/her data in the context of notification about Bank products and services and/or about notification provided via a specific channel, he/she may submit objections on that matter at any time in writing or to the Bank's Card Service.

11. Assignment of rights

The Bank alone shall be entitled to assign other credit or financial institutions in general its claims and rights deriving from this contract without the Customer's prior consent, but the Bank shall notify the Customer in writing of any such assignment, unless the Bank in agreement with the assignee continues to manage Customer credit facilities.

12. Applicable law – Language – Jurisdiction – Complaints – Out-of-court dispute resolution

These special terms shall be governed by the laws of Greece and communications with the Customer shall be in the Greek language. The Customer may submit all manner of complaints to the competent Bank department (Internal Audit Dept.) at 109-111 Mesogeion Ave., Athens. In order to resolve disputes out of court which arise between the Customer and the Bank relating to the rights and obligations laid down in the provisions of Joint Ministerial Decision Z1-699/23.6.2010 (Government Gazette 917/B/23.6.2010) or relating to payment transactions, the competent bodies are the Consumers' Ombudsman, the Banking and Investment Services Ombudsman and the Amicable Dispute Resolution Committees specified by the provisions of Article 11 of Law 2251/1994. The Customer may submit a complaint to the General Secretariat for Consumer Affairs / Ministry of Economy, Competitiveness & Shipping. The local courts competent for the purpose of interpreting these terms and resolving any dispute which derives from these Terms are, as the parties have agreed, the courts of the Municipality of, Prefecture of If the previous indent is not filled out, the competent local courts for the purpose of interpreting these terms and resolving any dispute which derives from these special terms are the competent courts of Athens.

The Customer acknowledges and accepts that this contract is an integral part of the General Transactions Terms for Retail Banking Customers and the Payment Services Framework Agreement, as in force from time to time, which he/she has accepted.

IN WITNESS WHEREOF, this contract was drawn up in as many copies as there are counterparties, which were then signed by the contracting parties as follows:

Branch _____

Date _____

HSBC BANK PLC

THE CUSTOMER

Authorised signatory

Name-Surname / Signature
Date _____

