



# **Ctrl Debit Card Terms and conditions**

The applicant (The Applicant) via this application for a Ctrl account opening applies at the same time for the Ctrl debit card from HSBC (the Card) with which account only will the Card be connected, states, recognizes and unconditionally accepts that:

1. These terms of the application for Ctrl account opening together with a connected to this account Card application, the special terms of the contract on the opening of the account and the issue and use of the HSBC Ctrl debit card constitute a whole and are an integral part of the general business terms for private customers and the HSBC Internet Banking special terms and conditions, as in force; these terms shall supersede the corresponding terms of issue and use of the debit card and account use as specified in the relevant section of the general terms for private customer transactions, as applicable, as this account and this debit card serve a specific purpose for conducting transactions over the Internet and/or telephone, which differs from that of any other account and use of debit card that may have been or will be acquired by the applicant, the account opening and debit card issue is connected only with that account. Moreover, the present application terms and the special terms of the contract on the opening of the account and the issue and use of the HSBC Ctrl debit card will prevail over the General Terms for Private Customer Transactions, as regards the following clause 8 of this application for the Account and the payment transactions related with the Account. Furthermore, they form an integral part of the special transaction terms of the contract for Internet Banking services by HSBC, and of the Bank's services price list, which also contain additional information about how payment transactions are executed, the cut-off times for banking operations the interest rate tables and the cut-off times for currency conversion purposes, as in force at the time; the Customer declares that he is aware that such terms are available at the Bank's branches, on the Bank's website and via the HSBC Phone Banking service (by speaking with an agent) and the HSBC Internet Banking service.

2. The application is made either through the HSBC Internet Banking service by selecting "account opening and issue of Ctrl debit card by HSBC", at a bank branch or in any way the Bank may propose to individual applicants in the future.

3. At the request the applicant, the Bank shall proceed to opening the requested individual non-interest bearing account (Account) in EURO, so that this account alone may be connected to the Card requested with this application, provided that the Applicant is ascertained to be an active subscriber of the HSBC Internet Banking and meets all other conditions the Bank may set from time to time.

4. Through the "Contact Centre" and the option "Send Message" of the HSBC Internet Banking service, the Applicant will determine (by increasing or decreasing) each time the Card transaction limit on a daily basis, always within the upper transaction limit set by the Bank from time to time, which will be communicated to him through account statements and/or by any other means.

5. The Applicant may make deposits to and withdrawals from the Account through incoming remittances, transfers from ATMs, branches, the HSBC Internet Banking service or the HSBC Phone Banking service and will be responsible throughout the duration of the Card's validity for the existence of an adequate available amount to cover always transactions through the Card up to the set individual daily transaction limit of the Card, always calculated taking into account cumulatively the executed transactions that have not yet been charged, transactions that are currently being performed or cleared, as well as any and all costs for such transactions, including the costs deriving from any foreign exchange conversion and issuance expenses and especially that the Bank blocks per maximum amount a 5% over the transaction value (which means that this amount is not available anymore) until the time of clearance .

Any charges incurred for currency conversion, which stand for debit cards at 3%, are added to the fees set by Visa. From April 19th, 2020, the Customer can find out how the cost to him/her of making card transactions within the EU (or EEA, if applicable) compares to the foreign exchange rate(s) issued by the European Central Bank by visiting [www.hsbc.gr/cbpr](http://www.hsbc.gr/cbpr)

6. The body of the Card will be sent non-activated by ordinary mail to the address indicated by the Applicant in the application under responsibility of the Applicant, and the Applicant

shall request its activation by sending the appropriate message through the "Contact Centre", choosing "Send message" in the HSBC Internet Banking service or through a branch, and the Card will be available for use in transactions on the second business day following the date of application for activation. Furthermore, the applicant may request the card's deactivation by sending the appropriate message through the "Contact Centre", choosing "Send message" in the HSBC Internet Banking service or through a branch and this application will result in the closure of the Account. The application for the cancellation/deactivation of the card does not relieve the Applicant from the simultaneous obligation to declare any loss, theft or unauthorized use of the Card to the Bank in accordance with the terms and conditions of the special conditions for opening an account and issue and use of the Ctrl debit card.

7. The Applicant states that he/she recognizes that in the event of an application for closure of the Account, either by the Applicant or the Applicant's co-beneficiary in the account, or in the event of the account's closure by the Bank for any reason, the Card will be cancelled and deactivated immediately.

8. The Customer acknowledges that no personal identification number (PIN) will be provided to him/her for this Card given that this kind of card will not have a personal identification number (PIN), so the Card cannot be used at ATMs or for transactions that require the use of a PIN. For the Applicant to be able to make transactions using the card, he/she will use a combination of the card number, its expiry date and its security code (CVV2).

9. The Account will not be considered as and will not be connected as an account for the service of any existing or future loan or any kind of financing from the Bank or for the execution of any other transaction related to another account of the Applicant. Furthermore, the Applicant declares that (a) he/she will not request a check block and that the Bank will not issue cheque book to be drawn from this Account, (b) he/she will not proceed in relation to this Account to (i) any direct debits (ii) payment orders, or (iii) investment orders of any type.

10. The duration of validity of the requested plastic Ctrl debit card from HSBC will be five (5) years, renewable for five (5) more years after approval by the Bank. The Card is valid at all times for as long as the Account is active, in accordance with the each time applicable policy of the Bank and/or the choice of the Applicant.

11. The Applicant acknowledges that the terms and conditions for the issue and use of the debit card contained in the General Terms and Conditions for Individuals he already has or will acquire in parallel with this requested debit card and the opening of the linked account, will be valid and applied regardless of the terms and conditions of this application, the application for the opening of the account and the special terms of the contract on the opening of the account and the issue and use of the Ctrl debit card, which serves a particular purpose. All other issues are governed by the General Terms and Conditions for Individuals and the special terms of the HSBC Internet Banking service, as applicable according to the above condition 1 hereof.

12. The Applicant hereby expressly declares the truth and accuracy of the completed details and the authenticity and accuracy of the documents he has produced or will produce and undertakes the obligation towards the Bank to promptly disclose in writing any change of these details and his postal and electronic address for notifications. Furthermore, he states that he has been fully and clearly informed about the terms and conditions on the issue and use of this debit card and its connection with a particular account and the fact that this application does not bind the Bank.

### **SPECIAL CONTRACT TERMS FOR THE OPENING OF AN ACCOUNT AND THE ISSUE AND USE OF A LINKED CTRL DEBIT CARD BY HSBC**

The Bank and the person applying (for the purposes of these terms referred to as Customer) for the opening of the account and the issue of the debit card Ctrl linked to this account by HSBC (Card) at the time of submission of the application

## **1. The following are agreed and mutually accepted:**

These special terms constitute a whole and are an integral part of the terms of the above application for the account opening and the at the same time issuance of the Card, as indicated and agreed to in term 1 of this application. With these special terms of the contract for the opening of a sole account and the issue and use of the Card the Bank agrees, upon the respective application of the Customer, to open an Account and provide a Card, in the name of the Customer and to issue the Card to the Customer in accordance with the following terms and conditions, which are expressly agreed and stipulated by the Customer as integral and essential. The Card offers the Customer the ability to perform purchases online or by phone at recognized points of sale accepting the Ctrl debit card around the world, with the ability to connect it to a Euro account (the linked Bank Account) 24 hours a day 7 days a week.

## **2. CARD ISSUANCE**

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 by the Customer, 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 will be sent by post every time (issue, reissue, renewal) to the mailing/information address indicated by the Client in the application. The Customer undertakes the risk and cost of dispatch where an accurate delivery address for sending the Card has not been provided or where his address has changed.

2.3. As aforementioned in the terms of the application, the Customer will not receive a special sealed envelope with a personal identification number of the Card (the Card PIN). Given that the Card is sent non-activated, it is activated by the Customer in accordance with the instructions of the Bank, namely by sending the appropriate message via the Contact Centre" menu, by selecting "Send Message" in the HSBC Internet Banking service or through a branch and the Card will be available for use in transactions on the second business day following the date of the application for activation. It is agreed that there are different ways to authorise and instruct for transactions on behalf of the Customer and specifically authorizations using the Card with a security code for phone and internet transactions or by a security system and authorizations using the Card and the Customer's signature if the other type of authorisations are not available or are not supported. In that respect, further requirements under the strong customer authentication procedure to be established by the Bank pursuant to framework contract for payment services may arise. The Customer shall be obliged to use the Card and perform his/her obligations under these terms and to promptly inform the Bank where his/her particulars or the mailing address for the monthly slips (statements) 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 use of the Card by third parties is prohibited and the Bank shall bear no liability to the Customer if the Card is used by a third party who knows the Card's details, especially if the Customer has not notified the Bank of such unauthorised use in accordance with the manner set out herein.

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 is obliged to comply immediately.

2.6. The Card's physical body shall initially be valid for a five (5) year period from the date on which the Card is issued and thereafter shall be renewed for 5-year periods each time, after approval of the Bank. Where the Customer does not wish the Card to be renewed he must inform the Bank in writing 60 days before it expires. The Card should not be used if this

contract is terminated, after the expiry of its validity period or if it has been reported as lost or stolen or has been cancelled or suspended for any reason.

### **3. CUSTOMER OBLIGATIONS AND RIGHTS - LOSS/THEFT OF CARD**

3.1 The Customer shall: (a) use the Card in accordance with the specific terms of this contract and take all appropriate measures to ensure its safekeeping, which allows its use, b) to promptly inform the Bank at the Lost Cards Helpline by calling the Loss/Theft Reporting Service on 800 11 72000 / +30 210 69 62 190 or any other number notified to the Customer, once they realise that the Card has been lost or stolen or misappropriated or is being used by an unauthorised person or in an unauthorised manner, an obligation from which the Customer is not released just because he/she submitted application for cancellation/deactivation. 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 has promptly notified the Bank when he became aware of any unauthorised or erroneous payment transaction, and no later than 13 months after the charge date. Notwithstanding the above, in case it is certified that, correctly and on solid grounds a transaction was disputed as an unauthorised transaction, the Bank shall return to the Customer the amount of the unauthorised transaction and where appropriate shall restore the debited account to the situation in which it would have been if the unauthorised payment transaction has not been made according to the agreed upon in the framework contract for payment services.

3.3 Notwithstanding the foregoing, the Customer shall be liable in relation to any unauthorised payment transaction, up to a maximum of EUR 50.00, for losses arising from the use of a lost or stolen or misappropriated Card. Such liability will not apply in cases where (a) the loss, theft or misappropriation of the Card was not detectable to the Customer as payer prior to the conduct of the payment transaction, except where the Customer as payer has acted fraudulently or (b) the loss was caused by acts or omissions of an employee, an agent or a branch of the Bank as payment service provider or an entity to which the Bank as payment service provider had outsourced its activities. 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 or the misappropriation of the Card, save for cases where he has acted fraudulently. The Bank shall bear no liability for the Customer's loss arising from theft or loss of the Card before the loss or theft is notified by the Customer 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 reissue of the Card will be subject to compliance with the specific terms of this contract immediately after the declaration of its loss or theft by the Client, which shall constitute the continuation of the stolen or lost or unauthorised use of the Card, unless the Customer requests the non-reissue of the Card in writing, via the Call Centre or by calling the Card Service Line.

### **4. CARD USE**

4.1 If the Customer has authorized payments using a password/security code(s) for transactions by phone or internet or using a secure system or by a combination of the Card and signature if any other authorisation options are not available, it is agreed that this is the sole proof that the payment was actually authorized by the Customer. The combined application of the details on the Customer's Card ascertain his identity, identify him and bring

the exact same results as those brought about by his handwritten signature for providing transaction orders. The Customer agrees that any transaction carried out by the Bank and activated by the combined use of his personal codes and/or the details of the Customer's Card is deemed approved by him, with any evidence in rebuttal being permitted. The Customer also acknowledges that, in that respect, further requirements under the strong customer authentication procedure to be established by the Bank pursuant to framework contract for payment services may arise.

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, the execution times, 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 merchant's financial activities. The debiting of the Customer's account with the amount of each transaction will be completed on the date which the transaction is settled by the international organization VISA, at which time a respective update will be sent to the Bank for the final debiting of the account with the relevant exchange rate at the time of debiting to the Customer's account. The Card is valid worldwide and can also be used for transactions abroad. The Customer may make purchases of products and services in other currencies depending on the country in which the transaction instruction originates, the merchant's nationality, etc.

4.4 For each remote transaction with a Business using the Card, the Customer hereby provides the Bank with the irrevocable instruction and authorization to pay on his behalf and charge the Customer's Ctrl account, which is associated with the Card, with the amount of the transaction and all relevant charges related to the transaction conducted online or by phone (even if this account becomes over drafted) including the costs of foreign currency conversion and accordingly pay the Business in the framework of any applicable relevant legislation and the agreements between the Business and the Customer regarding remote transactions.

4.5 The Customer is liable during the whole duration of the validity of the Card for the existence of sufficient funds which shall always cover the transactions through the Card until the determined each time daily limit of transactions, always calculating cumulatively any orders which have been executed but not yet debited from the account, the under execution and settlement transactions and any kind of costs and expenses for the respective transactions including any costs from any foreign currency exchange rates and the costs of issuance, if any and especially that the Bank blocks at maximum a 5% of the transaction value (which means that this amount is not any more available) until the time of settlement and clearance. Transactions in a foreign currency entered into using the Main Card and/or any Additional Card shall be subject to charges which depend on the place where the transaction was executed and shall be applied within quantitative limits set from time to time by the banks whose ATMs are used. Any debt arising from such transactions in countries outside the Eurozone 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. 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. Which means that the amount blocked until the settlement and final debit of the Customer's account shall include and cover both the amount of the transaction as well as the above percentage covering any difference between foreign exchange rates whilst the amount which will be finally debited from the Customer's account after settlement will be the transaction amount as it derived from the foreign exchange rate

difference as set by VISA. Where the Customer opts to enter into remote transactions by placing internet/mail or phone orders in Greece or abroad he shall undertake the related risk and responsibility.

From April 19<sup>th</sup>, 2020, the Customer can find out how the cost to him/her of making card transactions within the EU (or EEA, if applicable) compares to the foreign exchange rate(s) issued by the European Central Bank by visiting [www.hsbc.gr/cbpr](http://www.hsbc.gr/cbpr).

The Bank bears no responsibility for any breach of the agreement between the Customer and the Business. Where the Customer enters into remote transactions by placing internet/mail or phone orders in Greece or abroad he/she shall undertake the related risk and responsibility.

4.6 The Customer has the ability to access a bank account in euro held with the Bank (Linked Account) to conduct transactions online or by phone 24 hours a day, at home and abroad, using the Card. The Customer shall be obliged to comply with all security rules to prevent use of the card and/or access by third parties to the Linked Bank Account. 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 details, and thereby acquires access to the Linked Bank Account.

4.7. The Customer agrees and accepts that he/she shall be entitled to perform transactions via phone or Internet round the clock only where the Linked Bank Account has adequate funds and that he/she is obliged to be aware of its balance. The Customer acknowledges that to ascertain the availability of a balance in the relevant account, the Bank will calculate accumulatively any orders executed without yet having debited the Customer's account, those agreed to be performed, the under execution and clearance, and in any and all cases of costs for the respective transactions including the costs for foreign currency conversion and subscription costs.

4.8. 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.

4.9. The Bank shall provide Card-related services round the clock and shall not be liable and shall not be deemed not to have fulfilled its obligations to the Customer if the channels through which transaction are effected using the card are not operational, due to various grounds such as technical maintenance, force majeure or a decision of the bank, which may be made without notifying the Customer.

4.10. 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 has accepted these amendments if he does not notify the Bank that he does not accept them before the proposed effective date. The parties hereby agree that changes to exchange rates may be applied with immediate effect without prior notice, where such changes are based on reference exchange rates which have been agreed and which are available at the Bank's branches and on website and through the HSBC Phone Banking and Internet Banking services. Where the Customer raises an objection, the Customer acknowledges that his objection entails the termination of this contract.

## **5. STATEMENTS**

5.1 The Bank will inform the Customer in each case as defined by the Greek legislation is currently in force and in accordance with the General Transaction Terms and Conditions for Individuals with regard to electronically receiving statements and advices [hereinafter the "Statement(s)" or Advices] on the transactions through the Card at the last email address stated by the Customer for receiving mail. The Statement shall set out all debits and transactions entered into using the Card 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 agrees that even if he receives no Statement for any reason, his obligations vis-a-vis the Bank remain and he should inform the Bank immediately regarding the receipt of the Statement. The Customer should carefully

study all his bank statements on a regular basis and directly state to the Bank any objection to these, in particular within the deadlines specified herein, as applicable regarding unauthorized or erroneous payments. 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 as agreed and accepted under the Bank's framework contract for payment services.

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. Any debt arising from such transactions in countries outside the Eurozone shall be converted into Euro at the exchange rate (sale price) which applies on the date on which the transaction was settled by VISA, and consequently the conversion date may not be the same as the transaction date. Any expenses incurred, which stand at 3%, are added to the fees set by Visa., 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. Therefore, the amount blocked until the settlement and final debit of the Customer's account will include and cover both the amount of the transaction and the above percentage for the coverage of any foreign currency difference, while the amount eventually charged to the Customer's account after the settlement shall be the amount of the transaction under the exchange rate set by Visa during its settlement in Euros according to the electronic mechanism it uses, which the Customer may find on the organization's website and under the exchange rate subsequently implemented by the Bank during the debiting of the Customer's account, in accordance with the Bank's electronic platform. 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 settlement date and 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 by a bank in the country where the transaction was processed. The Statement shall show the cost of said transactions separately.

From April 19<sup>th</sup>, 2020, the Customer can find out how the cost to him/her of making card transactions within the EU (or EEA, if applicable) compares to the foreign exchange rate(s) issued by the European Central Bank by visiting [www.hsbc.gr/cbpr](http://www.hsbc.gr/cbpr) .

5.3 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 entities 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. SET OFF**

The Bank is hereby irrevocably authorised to offset its claims arising from use of the card against any counter-claim of the Customer, irrespective of origin, irrespective of the currency in which that counter-claim is denominated and in accordance with term 3.2 of Part I of the General Terms and Conditions for Individuals as applicable from time to time.

## **7. CANCELLATION OF THE 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 one month's notice in writing, in which case he shall return the cancelled Card, settle all debts arising from the Card such as annual subscription fees, expenses and levies up of any kind, until the date of payment in full. The



Customer may request in writing the cancellation of the Card, free of charge, at any time by giving the Bank one month's written notice, after destroying and returning the Card.

7.2 The Bank may at any time reduce the daily limit on the Card or suspend or cancel the Card or refuse to issue or reissue or replace any Card or terminate this contract and therefore the framework contract and any separate banking agreements and to inform the Customer in writing whenever there is a serious ground and in particular if it ascertains that any information/statement/guarantee provided by the Customer concerning his identity and/or financial situation or his legal capacity to transact is or has become untrue or inaccurate in any way, when there are any losses or any risk of losses of the Customer's funds or any infringement of these terms or of the General Terms and Conditions, or breach or failure of the Customer to perform any of his/her obligations towards the Bank under any other contract or upon occurrence of any reason that has been agreed upon as termination reasons in these terms or the General Terms and Conditions or breach of any other obligation of the Customer towards third parties from any cause or failure to comply with the legislation or offence has been committed or there are indications for the commitment of an offence with regard to his account or transactions or there are indications for suspect transaction or offence in relation to his/her account or the Customer has not performed his obligations regarding the procedures to prevent money laundering or due to reasons related to the transactions' safety and the Customer must pay every receivable of the bank stemming from any business relationship. 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. In any other case, the Bank shall be entitled to terminate this contract, subject to two months' notice. This contract will also be automatically terminated if the Customer raises any objections to any amendments to the General terms and conditions or of the framework contract for payment services, within the time frame provided for such objections.

7.3 Costs in general and attorneys' fees and enforcement costs, i.e. costs of foreclosure, announcements, fees/rights of bailiffs and notaries, and any other reasonable and necessary expenses incurred or to be incurred by the Bank for the execution of this contract shall be borne by the Customer to whom they are charged and the Customer authorizes the Bank to charge the account linked with said debit card, or any account he holds with the Bank (regardless of currency) and/or by proceeding to the premature termination of any term deposits, converting any currency into EURO at the current exchange rate at the date of conversion. If the Bank pays any of 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 extrajudicial documents, including enforcement documents, can be lawfully served to the Customer's attorney, as designated in the application for account opening and issue of the Card and irrevocably appointed under Article 142 paragraph 4 of the Code of Civil Procedure and Article 40, par. 2 and 57 par. 2 of the LD of 17.7.1923 "on specific provisions for public limited companies", who is hereby authorized by the Customer to receive any documents from the Bank in connection hereto addressed to the Customer, and in particular but without limitation to the generality of the preceding text, writs of summons, pleadings, notices and documents of the enforcement procedure notified to the Customer.

## **8. INFORMATION**

Each update by the Bank relating to the Customer, beyond those agreed above, shall be addressed/sent to the Customer at the last postal address or email address the Customer has given to the Bank. The Customer may send any request to the Bank at the address or using the phone numbers notified to him in the brochures and/or the Statements.

## **9. PERSONAL DATA**

The Customer can be at all times informed in respect to the process of his personal data and information in accordance with the EU Regulation 2016/679 and the respective implementing local law kept with the Bank, by the Privacy Notice of the Bank, as in force which is easily

available at its public website and branches, as it explains what information are collected, how that information are used, with whom it will be shared, the circumstances when it is shared and what steps are taken to make sure it stays private and secure and the data subjects' rights and that in all cases the Privacy Notice should be read carefully.

#### **10. ASSIGNMENT OF RIGHTS**

Only the Bank shall be entitled to assign or transfers to another credit or financial institutions in general its claims and rights deriving from this contract and any other contract accessory to this without the Customer's prior consent, but the Bank shall notify the Customer in writing of any such assignment.

#### **11. AMENDMENT OF THE TERMS OF THIS CONTRACT FOR OPENING OF AN ACCOUNT AND THE ISSUANCE AND USE OF A DEBIT CARD**

The Bank may unilaterally amend or supplement the terms of this contract by providing the Customer with two months' notice of those terms in writing, such notice being provided by ordinary mail or in a Statement. The new terms shall apply once the 2-month notice period ends. Where the Customer makes no objections within that two-month time period before the terms take effect, he states that he shall be presumed to have expressly and unreservedly accepted the supplementation or amendment of the terms. If the Customer raises objections, this will entail this contract will be considered to have been terminated.

#### **12. GOVERNING LAW - GENERAL PROVISIONS**

These terms are governed by Greek law. To resolve any future disputes referring to the drafting or performance of this contract for the issue and use of the debit card, the parties agree that the territorially and materially competent courts are the courts of the City and Prefecture mentioned in the General Terms and Conditions.

The Customer agrees to the terms and conditions of the application for account opening the application for a Ctrl debit card and these contract terms supersede (a) the corresponding terms of the part of the general transaction terms for individuals on account opening and the operation of accounts and the issue and use of a debit card, and at the points indicated and governed by term 8 of the application for account opening and the issue of a linked Ctrl debit card from HSBC serving a specific and exclusive purpose, while they form a whole and integral part of the General Terms and conditions for Individuals as applicable from time to time.

Copyright. HSBC Continental Europe, Greece 2020. All rights reserved. No part of this document may be reproduced or stored on a system from which it can be recovered or sent in any format or using any medium, whether an electronic, mechanical, photocopying, recording or other medium, without the prior written consent of HSBC Continental Europe, Greece.