

## **TERMS OF USE FOR e-SIGNATURE**

National Bank of Greece (hereinafter the "Bank") provides to its customers the option of a handwritten signature with the use of a special pen on a special digitizing device (hereinafter "e-Signature").

### **CUSTOMER REPRESENTATIONS**

By accepting the terms of use for the service, the Customer declares that they have been duly informed and updated on the technical modality offered by NBG to place securely their handwritten signature using a special pen on a special digitizing device (pad or tablet) in applications, agreements, receipts and other documentation to be signed for transactions with the Bank either in a branch or otherwise (hereinafter "documents"), that are prepared and saved digitally on a computer or any other digital device (hereinafter "PC") of the Bank and may also be reproduced by it. The Customer expressly and unreservedly acknowledges that the said documents will bear their handwritten signature provided as above, by virtue of which the said documents shall constitute, pursuant to the applicable legislation, private documents and the contents thereof shall produce full legal effects as to the legal commitment of the Customer, who fully accepts their contents. After completing their transaction with the Bank and if the Customer requests so when carrying out the transaction, it will be possible to print and deliver the relevant document bearing the printed digitalized signature, as above, or send the document also in electronic form to the Customer's email address, provided that their email is stated to the Bank and that the Customer agrees to receive relevant information by email. The Customer declares that the email address stated by the same and recorded with the Bank's systems is accurate and correct. The Customer acknowledges that the Bank shall bear no responsibility for sending the relevant document by email to the address stated by them. Since the Customer has consented to receive relevant notifications by email, any relevant document shall be sent to the said email address, unless the Customer revokes their declaration by any legal means, or notifies without delay the Bank of any change in the email address.

The document sent to the Customer is a true copy of the digital original kept with the Bank's electronic records and constitutes full proof of the establishment/ execution of the legal relationship/transaction under the transaction relationship between the Bank and the Customer. If the Customer requests to receive a copy of the relevant document at a later time after having carried out the transaction, the copy is provided upon payment of the applicable fee as per the Bank's Rates & Charges.

The Customer's handwritten e-signature shall be equivalent, as per Article 33 of Law 4821/2021, as in force, to a handwritten signature on paper and shall have the same legal and evidential effect as such handwritten signature. To this end, the Customer also declares and acknowledges expressly and unreservedly that the handwritten e-signature provided as above (with a special pen on a special digitizing device) verifies the Customer's identity, generates, represents and fully proves the legal intention of the same regarding any legal relationship and/or transaction with the Bank, whether monetary or not, and that said signature originates exclusively from the Customer. In all other respects, the provisions of the framework agreement for payment services between the Bank and the Customer (hereinafter the "Framework Agreement") which is governed by Law 4537/2018 (Government Gazette A 84/15.5.2018) and the provisions of the currently applicable legal and regulatory framework shall apply.

The Customer also expressly and unreservedly acknowledges that any copies or extracts from the digital records of the Bank, including the reproduction of documents bearing the Customer's e-signature, shall constitute full proof of their contents, the legal relationship between the Bank and the Customer, the legal intention of the Customer and any kind of claims of the Bank against the Customer on the basis of such documents (counterproof being allowed). The Customer expressly and unreservedly acknowledges that these copies will be generated from the Bank's IT processing systems, or in any such other form as the Bank may use or the banking practice for relevant transactions.

The Customer fully accepts that the electronic data proving the placement of their signature as above (with a special pen on a special digitizing device) are kept, stored and processed in the Bank's records with the

special software and hardware of the Bank used for this purpose, whereas in all other respects as to the execution of transactions in branches the provisions of the Framework Agreement and the current legal and regulatory framework shall apply. In line with the Greek Civil Code, the Greek Code of Civil Procedure and the applicable legislation, the Customer fully accepts that the said data kept in electronic form and reproduced as above, shall constitute private documents in the sense of Article 160 of the Civil Code and Article 443 of the Code of Civil Procedure, fully prove to this end the legal relationship and the relevant transactions between the Bank and the Customer, the source and the contents of the relevant legal intention of the Customer and any kind of claims of the Bank against the Customer, binding fully the latter as to any legal acts or unilateral declarations of intention and producing full legal effects as provided for in the applicable legislation, and may be duly presented in any form (printed, electronic, digital/ magnetic form) for the purpose of evidence before any Court and Authority.

The Customer is aware and acknowledges that the IT systems supporting the Bank's electronic data processing (including digital compression and digitization) or storage networks are constantly evolving, and subject to change and additions, without depending exclusively on any currently existing technology. Accordingly, the Bank is entitled to introduce changes from time to time to various features and parameters of its electronic data processing and storage networks, the respective requirements thereof, the methods and systems used for verifying digital data of the Customer, etc.

Regardless of the acceptance of these terms of use, the Customer reserves the right, when carrying out any transaction, to select not to use their e-signature but instead sign on a printed document.

The Customer declares and acknowledges that this acceptance of the terms of use for e-signature can be revoked in writing and is valid for the future, while any revocation shall be effective against the Bank on the next day after being received by the Bank (obviously, any such revocation will not have retroactive effect).

Last, the Customer expressly and unreservedly declares and acknowledges that acceptance on the part of the Customer of the terms of use for e-signature shall cover from now on any transaction of the same with the Bank, whether monetary or not, under the agreements already signed with the Bank or the ones to be signed in the future (subject to any revocation thereof) or any future transactions to be carried out with the Bank.

## **BANK'S REPRESENTATIONS**

The Bank declares that its electronic data processing (including digital compression and digitization) and storage networks regarding the Customer's signature meet the requirements for which they have been installed to fully prove the source of the relevant legal intention on the part of the Customer. The said networks and any rights issuing therefrom are owned by the Bank.

The Bank undertakes to ensure proper functioning of its electronic data processing and storage networks, make every effort to protect the source of the Customer's e-signature data, and to prevent any illegal use of the relevant electronic data processing and storage networks regarding the Customer's e-signature by unauthorized third parties, and to keep the said personal data of the Customer confidential (subject to their use by the Bank as described below).

The Bank is allowed to process personal data of the Customer as specialized herein in the form of e-signature, with a view to preventing, investigating and detecting any fraud in payments, subject to the currently applicable EU and national legislative and regulatory framework in all other respects.

The said personal data of the Customer shall be confidential and the Bank must use such data with restraint, and only to the extent necessary within the context of the services provided. By way of example, the Bank is entitled to disclose such data of the Customer when enforced by a relevant decision of a public or judicial authority or other legislation (e.g. law, presidential decree, etc.) or by the competent supervisory authorities of the Bank, subject to the currently applicable legislative and regulatory framework on data processing in all other respects.

The Customer has the right to access, correct and challenge the electronic data kept as above which represent the placement of the Customer's signature as provided for above (with a special pen on a special digitizing device) in the Bank's records, in line with the applicable legislative and regulatory framework on the protection of personal data.

For the purposes of this service, the Bank as Data Controller collects, maintains and processes personal data of the Customer in accordance with the applicable European and national laws and regulations. The Customer is informed by the Bank in a clear and intelligible manner about the processing of personal data, the purpose of such processing, the recipients of the data and the Customer's rights under the current institutional framework, while undertaking to promptly inform the Bank of any change in their personal data. More information on the processing of personal data by NBG and the rights of data subjects is given in the Privacy Policy, which is available on the Bank's website at [www.nbg.gr](http://www.nbg.gr).

## **AMENDMENT OF TERMS**

The Bank reserves the right to amend at any time these terms of use. Amendments of these terms of use are notified to the Customer through the Bank's official website [www.nbg.gr](http://www.nbg.gr) and/or through notices displayed at NBG branches, and have immediate effect, unless otherwise specified. Carrying out a transaction with the use of e-signature after any amendment constitutes acceptance of the amended terms of use on the part of the Customer.

The Customer should visit at regular intervals the Bank's official website [www.nbg.gr](http://www.nbg.gr) in order to be aware of any amendments, as well as the recent applicable version of these terms of use.

Any amendment abolishes any previous version of these terms of use.