
**GENERAL TERMS
GOVERNING THE RELATIONSHIP
BETWEEN CLIENT–BANK**

August 2026

The General Terms and Conditions set out below govern the relationship between the Client and Eurobank Private Bank Luxembourg S.A. (acting through its London Branch) (the “**Bank**”) (hereinafter referred to as the “**General Terms**”) and apply as a supplement to any special terms that may be agreed upon in writing between the Client and the Bank.

The present General Terms govern the opening and the operation of current accounts, loan accounts, savings accounts, notice accounts, term deposits, the Digital Banking Services as well as any other accounts of the Client with the Bank whether existing at present or that will be opened in the future, including joint accounts as well as accounts that were opened/ will be opened or for which the application for opening was made/ will be made by the Client.

For Clients which have entered into a loan agreement with the Bank, the present General Terms shall be supplemented by the Bank’s General Terms for Loans, as amended from time to time.

The Client (both legal and natural person) is also provided with the Bank’s informative leaflet for client records.

Clients undertake to read carefully these General Terms before filling in any application for account opening and prior to giving any instructions for the provision of any payment services or any other services and/or products mentioned in the General Terms. The Bank is happy to answer any questions about these General Terms or the Accounts or services provided. Clients should contact the Bank using the details in clause 1.22 below if they have any questions or if there is anything about these General Terms and/or any Special Agreements or product terms which they do not understand.

1. GENERAL

1.1. GENERAL DEFINITIONS

1.1.1. Unless otherwise provided, the following terms shall bear the meaning set out herein below:

“**Account**” means any account held by the Customer with the Bank from time to time, either jointly or as a sole account holder, and including any current account, loan account, savings account, notice account, term deposit account.

“**Account Information Service (AIS)**” means an online service to provide consolidated information on one or more payment accounts held by the Payment Service user either with another Payment Service provider or with more than one Payment Service Provider.

“**Account Information Service Provider (AISP)**” means a Payment Service Provider providing Account Information Services for a Client.

“**APP Scam**” (authorised push payment scam) means where a person fraudulently or dishonestly manipulates, deceives or persuades the Client into transferring funds from the Client’s Account into another account in the United Kingdom which is not controlled by the Client, where:

- (i) the recipient is not who the Client intended to pay, or
- (ii) the payment is not for the purpose the Client intended.

But an APP Scam does not include where:

- (iii) the Client is a party to the fraud or dishonesty; or
- (iv) the transfer is to an account which is not held in the United Kingdom or an account that is provided by a credit union, municipal bank or national savings bank

“**Applicable Law**” means any relevant law, statute, regulation or legally binding requirement or order, directive, judgement, regulatory guidance, industry code or standard. An obligation in these Terms to comply with Applicable Law means an obligation to apply with the Applicable Law applicable to the party that is under the obligation.

“**Authorised Entity**” means any legal entity authorised by the Account Holder to access the Account and use any services offered by the Digital Banking Services, including inputting transactions and effecting balance inquiries.

“**Bank**” means EUROBANK PRIVATE BANK LUXEMBOURG S.A., acting through its London Branch.

“**Banking Centre**” means a Branch or Unit of the Bank that serves its Clients.

“**Biometric Data**” means the Personal Data resulting from specific technical processing relating to the physical, physiological or behavioural characteristics of a natural person, which allow or confirm the unique identification of that natural person, such as facial images or dactyloscopy.

“**Bulk Payment**” means multiple payments to multiple beneficiaries (e.g. salary payment).

“**Business Day**” means a day (other than a Saturday or Sunday) on which banks are open for general business in UK, save in section 2 where Business Day means the day on which the Bank is open for business as required for the execution of Payment Transactions.

“**Calendar Day**” means any day of the year.

“**CHAPS**” means the Clearing House Automated Payment System, which is a sterling same-day system that is used to settle high-value and time-critical payments.

“**Charity**” means a body whose annual income is less than £1 million per year and is a charity as defined by the Charities Act 2011, Charities and Trustee Investment (Scotland) Act 2005 or the Charities Act (Northern Ireland) 2008).
“**Consumer**” means a natural person who, in respect of the General Terms, acts for purposes other than for trade, business or profession.

“**Client**” or “**Customer**” means a natural or legal person (including executors, administrators of the estate, heirs or successors and assignees, receivers and liquidators and trustees) who maintains an account with the Bank (or, in the case of section 2 of these General Terms, who maintains a Payment Account with the Bank). Where the expression ‘Client’ or ‘Customer’ includes more than one person it shall be construed to mean all or any of them and their obligation shall be joint and several and masculine gender includes the feminine and vice versa.

“**Data Protection Laws**” means all applicable laws, statutes, regulations and guidance relating to privacy and the processing of Personal Data, as amended, extended, re-enacted or replaced from time to time, including the GDPR, UK GDPR, the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as amended), and any codes of practice or guidance issued by the Information Commissioner’s Office or other competent supervisory authority.

“**Designated Digital Banking User**” means any natural person designated and/or authorised by the Account Holder and/or the Authorised Entity to access the Account, input transactions and effect balance inquiries through the Digital Banking Service.

“**Digital Banking Account**” means the account(s) maintained with the Bank and/or which shall be maintained with the Bank in the name of the Account Holder, which, subject to acceptance by the Bank and in accordance with the Digital Banking Terms, has been connected through the international network known as the Internet and/or through telephone lines as shall be determined by the Bank from time to time, with the Digital Banking Services and includes any account for which the Digital Banking Services is/shall be available.

“**Digital Banking Account Holder**” means the natural or legal person or other entity that has signed an application for electronic service, which has been accepted by the Bank for the use by the Digital Banking User of the services provided by Digital Banking Services from time to time.

“**Digital Banking Instructions**” means the instructions given by the Digital Banking User to the Bank through the Digital Banking Services and/or by computer and/or equipment as defined by the Bank from time to time.

“**Digital Banking Security Authenticator**” means any security authentication mechanism including without limitation security tokens, either in software or hardware form, granted to the Digital Banking User after a relevant application, which generates One Time Passwords (OTP) or Push Notification messages that may permit the Digital Banking User to access the Digital Banking Services and/or to use any services offered, from time to time, by the Bank.

“**Digital Banking Services**” means the services provided, from time to time, by the Bank to the Digital Banking Account Holder and the Digital Banking User for the carrying out of financial and/or banking and other transactions and/or Digital Banking Instructions through the computer and/or by any other equipment required through the internet and/or the Mobile App and/or other equipment through which access is given to services as they shall be specified by the Bank from time to time. These services may include, inter-alia the transfer of money to and from an account, the payment of bills, instructions for standing orders or for the issuance of account statements, the filing of banking orders, information regarding services and/or facilities provided by the Bank.

“**Digital Banking Terms**” means the Terms and Conditions of Use for the provision and operation of the Digital Banking Services, which form part of these General Terms, as amended from time to time.

“**Digital Banking Limits**” means the limits the Bank may determine which apply to Digital Banking Services, which may include (but are not necessarily limited to), a daily or weekly limit on the number of transactions or limits per type of transaction. In case the Digital Banking User or Account Holder wishes to apply for higher limits, he/she may address a request to the Bank.

“**Digital Banking User ID**” means the identification number issued by the Bank to each Digital Banking User, to be used by the Digital Banking User together with the Password and/or PIN and/or Biometric Data in order to grant the Digital Banking User access to the Digital Banking Service and enable the Digital Banking User to perform transactions through the Digital Banking Service. It is noted that the same Digital Banking User ID may be used by the Digital Banking User in order to gain access and/or perform transactions with any other services provided by the Bank through any other electronic means and/or telephone and/or other equipment.

“**Digital Banking User**” means the Digital Banking Account Holder and/or the Authorised Entity and/or the Designated Digital Banking User.

“**Durable Medium**” means any instrument which enables the Client to store information addressed personally to that Client in a way accessible for future reference for a period of time adequate to the purposes of the information and which allows the unchanged reproduction of the information stored, such as printouts by account printers, and the hard drives of personal computers on which electronic mail can be stored.

“**ERB Alerts Service**” means the service provided by the Bank to the Client and/or its authorized representatives (depending on the case) for the purpose of receiving short service messages (SMS) and/or electronic messages (e-mails) containing information and/or informative notifications and/or alerts.

“**ERB Alerts**” mean the short service messages (SMS) and/or electronic messages (e-mails) containing information and/or informative notifications and/or alerts sent and/or transmitted through the ERB Alerts Service.

“**Faster Payments**” means the Faster Payments System, which is a system that facilitates fast electronic transfers.

“**Fee & Charges Schedule**” means the list of the main fees and/or charges and/or commissions and/or banking fees and/or expenses for the operation of accounts and the provision and use of the Bank’s services, which is available at the Banking Centres and the Website of the Bank, as amended from time to time.

“**Financial Conduct Authority**” or “**FCA**” means the financial regulatory body in the United Kingdom (“UK”) and any successor regulator.

“**Financial Ombudsman Service**” or “**FOS**” means the UK’s independent dispute resolution scheme that exists to assist eligible complainants in resolving complaints with financial services firms that fall within the FOS’s jurisdiction.

“**Specific Terms**” means the terms and conditions set out in section 2 of these General Terms and that form part of these General Terms.

“**General Data Protection Regulation or GDPR**” means 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, as amended from time to time.

“**Instructions for Use**” means the instructions issued by the Bank from time to time, which govern the operation and use of the Digital Banking Services and which will be notified to the Digital Banking Account Holder in any manner the Bank shall from time to time deem expedient.

“**Law**” means the UK Payment Services Regulations 2017, as amended.

“**Low Value Payment Instruments**” means Payment Instruments which, according to the Specific Terms, can only be used to execute individual Payment Transactions not exceeding EUR 30- or, in relation to payment transactions executed wholly within the UK EUR 60- or less, or which either have a spending limit of EUR 150- or, where payment transactions must be executed wholly within the UK EUR 300-, or store funds which do not exceed EUR 500- at any time.

“**Micro-Enterprise**” means an enterprise that employs fewer than ten persons and that has either an annual turnover or annual balance sheet total that does not exceed €2 million.

“**Mobile App**” means the application of the Bank on a mobile device (including, but not limited, to a smart device, tablet etc.) through which banking services are provided remotely. The use of the application may depend on the internet or mobile data on the mobile device of the Client and/or Digital Banking User.

“**One Time Password or OTP**” is the dynamic password/authorization code for single use generated by the Digital Banking Security Authenticator of the Digital Banking User through which the Digital Banking User is enabled to execute transfer of funds or to confirm other instructions and/or information addressed to the Bank.

“**Password and/or PIN**” means the secret Personal Identification Number given by the Bank or created by the Digital Banking User, which will be used by the Digital Banking User together with the Digital Banking User ID and SMS OTP (the Activation Code) in order to grant the Digital Banking User access to the Digital Banking Services.

“**Payee**” means a natural or legal person who maintains a Payment Account and is the intended recipient, in the said Payment Account, of the funds, which are the subject of a Payment Transaction.

“**Payer**” means a natural or legal person who maintains a Payment Account and gives orders for the execution of Payment Transactions and/or allows a Payment Transaction from the said account, or if no such account exists, a natural or legal person that gives orders for the execution of Payment Transactions.

“**Payment Account**” means an account kept with the Bank in the name of one or more Clients, and which is used for the execution of Payment Transactions under the meaning of the Law. The definition includes, *inter alia*, current accounts and does not include, *inter alia*, loan accounts and fiduciary deposits.

“**Payment Initiation Service (PIS)**” means an online service to initiate a Payment Order at the request of the Payment Service user with respect to a Payment Account held at another Payment Service Provider.

“**Payment Initiation Service Provider (PISP)**” means a Payment Service Provider which provides Payment Initiation Services.

“**Payment Instrument**” means any personalised device and/or set of procedures agreed between the Client and the Bank, and which are used by the Client in order to initiate a Payment Order and include, *inter alia*, the Digital Banking

Services, each one of the User ID, security password and the OTP issued through the Digital Banking Security Authenticator that are issued by the Bank in respect of the Digital Banking Services.

“Payment Order” means an instruction by a Payer or Payee to the Bank, requesting the execution of a Payment Transaction.

“Payment Service Provider” has the meaning attributed to this term by Regulation 2 of the Law and includes, *inter alia*, a credit institution (including a bank) when it carries out Payment Services.

“Payment Services” means the business activities set out in Part 1 of Schedule 1 of the Law, when carried out as a regular occupation or business activity, but excluding the activities set out in Part 2 of that Schedule. Payment Services includes (amongst other things) the services that the Bank will be providing when it enables cash to be paid into or withdrawn from a Payment Account, executing payment transactions on a Payment Account (including execution of payment transactions through a payment card or similar device, the execution of credit transfers including standing orders, and the execution of funds covered by a credit line).

“Payment Transaction” means an act, initiated by the Payer or on his behalf or by the Payee, of placing, transferring or withdrawing funds, irrespective of any underlying obligations between the Payer and the Payee.

“Personal Data” means any information relating to an identified or identifiable natural person. Consolidated data of a statistical nature, from which the data subject cannot be identified, are not deemed to be Personal Data.

“Personalised Security Credentials” means personalised features (i.e. Digital Banking User ID, Password, PIN, activation code, Biometric Data) provided by the Bank to the Digital Banking User for the purposes of authentication.

“Privacy Notice” means the document containing information regarding the Processing of Personal Data by the Bank for the purposes of entering into and carrying out a business/contractual relationship with the Bank and the rights of the data subjects, whose Personal Data are being processed by the Bank, which forms an integral part of these General Terms (see section 4 of these General Terms). The Privacy Notice is also available at the Bank’s Branches and Website.

“Processing” or **“Personal Data Processing”** is defined as any operation or set of operations which is performed by the Bank upon Personal Data, whether or not by automatic means, and includes the collection, recording, organization and disclosure of such data.

“Prudential Regulation Authority” or **“PRA”** is the United Kingdom’s financial services regulatory body responsible for prudential regulation of deposit taking institutions, and any successor regulator.

“Push Notifications” means the alerts and/or warnings received by the Client and/or the Digital Banking User through the Mobile App on a mobile device (including, but not limited, to a mobile phone) or other application device, which can be sent at any time when the application is not opened.

“Reference Exchange Rate” means the exchange rate, which is used as the basis to calculate any currency exchange and which is made available by the Bank, at its Branches and Website, and/or by other means or comes from a publicly available source.

“Reference Interest Rate” bears the meaning attributed to this term by Regulation 2(1) of the Law and means an interest rate, which serves as a basis for calculating the interest to be applied, and which comes from a publicly available source which may be verified both by the Bank and the Client.

“Remittance” means a Payment Service where funds are received from a Payer, without any Payment Accounts being created in the name of the Payer or the Payee, for the sole purpose of transferring a corresponding amount to a Payee or to another Payment Service Provider acting on behalf of the Payee, and/or where such funds are received on behalf of and made available to the Payee.

“SMS Banking Service” means the service by which the Bank sends SMS messages to the mobile telephone number specified by the Client, through which the Bank provides information from time to time.

“SMS OTP” means the service by which the Bank sends SMS messages to the mobile telephone number specified by the Digital Banking User, providing One Time Passwords (OTPs) for accessing Digital Banking Services.

“Special Agreement” means an agreement between the Bank and the Client, which includes the special terms relating to the Banking services and/or facilities provided to the Client, which are supplementary to the terms and conditions of these General Terms.

“Strong Customer Authentication” or **“SCA”** means an authentication, based on the use of two or more elements categorised as knowledge (something only the user knows), possession (something only the user possesses) and inherence (something the user is) that are independent, in that the breach of one does not compromise the reliability of the others, and is designed in such a way as to protect the confidentiality of the authentication data.

“**UK GDPR**” means the retained version of the GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of the European Union (Withdrawal) Act 2018, as amended and as supplemented by the Data Protection Act 2018.

“**Unique Identifier**” means a combination of letters, numbers or symbols specified to the Payment Service user by the Payment Service Provider and to be provided by the Payment Service user to identify unambiguously another Payment Service user and/or the Payment Account of that other Payment Service user for a Payment Transaction.

“**Value Date**” means the reference time used by the Payment Service Provider for calculating interest on the funds debited from or credited to a Payment Account.

“**Website**” means the Bank’s domain at www.eurobankpb.lu.

1.1.2. Definitions, as above are only used for ease of reference and shall not restrict or affect the terms used herein or the meaning attributed to them.

1.1.3. Words in any number or gender shall be construed to include the singular and the plural number or to include the masculine gender and the female gender, as the case may be.

1.2. **BANKING FACILITIES**

1.2.1. The Bank may make available to the Client various banking services or provide to the Client banking or credit facilities (including loans in the form of a current or other account and letters of credit of any kind) and the provision of any Payment Instruments or systems to facilitate the Payment Orders/transactions (including without limitation the provision of digital banking of any kind). It is provided that, the Client has the obligation to use any Payment Instrument or service made available by the Bank in accordance with the terms governing the issue and use of the Payment Instrument or service and that, as soon as he receives such Payment Instrument, he shall take all reasonable actions to keep his personalised security features safe.

1.2.2. At the beginning of the relationship, the Client shall provide to the Bank any identification or documents reasonably deemed necessary by the Bank for the purpose of opening an account. The Bank may further, at the opening of the account or in the future, request any identification or other documents it reasonably considers necessary to comply with its obligations under Applicable Law and to provide services to the Client pursuant to these General Terms [and any supplementary terms applicable to particular products or services]. If the Client fails to deliver any such document in a timely fashion to the Bank, the Bank may take any action which is lawful and reasonable in the circumstances in order to ensure continued compliance with Applicable Law (and, if relevant, continued compliance with contractual obligations) and to prevent liability or other detriment to the Bank. Such action may include blocking the Client’s Account or closing the Client’s Account and/or the suspension of services.

1.2.3. The Bank is not obliged to verify the accuracy or the completeness of the data communicated by the Client and assumes no responsibility in relation thereto, save in the case of its own gross negligence or wilful misconduct. Nothing in this clause 1.2.3 shall, however, be construed as to relieve the Bank of any obligations which apply to it under Applicable Law.

1.2.4. Any amendment to such information must be communicated as soon as reasonably practicable in writing to the Bank. The Client shall take all reasonable steps to ensure that it does not transmit and does not cause or allow the Bank or any other third party to transmit, inaccurate, outdated or incomplete data.

• **LOANS, CREDIT FACILITIES, TRADE FINANCE SERVICES**

1.2.5. The Bank may grant loans to the Clients, including credit lines or advances. These loans, credit lines and advances shall be documented in a Special Agreement which should be read alongside these General Terms and will set out the detail of the product/service/facility which the Bank is providing (including where relevant details of applicable interest rates, the term for which a facility or product or service may be available, conditions and arrangements for payments, repayments and drawdown). Where there is any conflict between the terms of such Special Agreement(s) and these General Terms, the terms of the Special Agreement(s) will apply.

1.2.6. Unless contrary terms apply in agreements or terms governing the particular loan or credit, all repayments by the Client must be made in the currency in which the loan is drawn, or the credit line or advance is granted, on the due maturity date, free of costs and without deduction, in UK or another place previously specified by the Bank. Payments by the Client are deemed to have been made in discharge of the debt only once the Bank can dispose of them freely.

1.2.7. The Bank may, however, where permitted to do so under Applicable Law and subject to contrary terms in the agreement or terms governing the particular credit, change the currency of the credit, if the Bank is of the opinion that for reasons outside its control and affecting the currency of the credit, the proper execution of the credit, in particular repayment of the credit, appears to be threatened. All taxes and duties, other levies and charges (including any minimum reserve charges) which the Bank and/or the Client incurs or may incur in the future in connection with the conclusion, the execution, the maintenance and the handling of any individual loan, credit line or advance shall be borne by the Client where this is reasonable and consistent with Applicable Law.

- 1.2.8.** The Bank may charge a reasonable remuneration, and interest, for the granting of credit and the performance of other services by order of or in the interest of the Client. Where the Bank acts in the absence of any instructions from the Client but in the interests of the Client, it shall endeavour to inform the Client thereof in advance if possible.
- 1.2.9.** If a Client avails itself a credit without any specific agreement having been made, this credit shall be due for immediate repayment without prior written notice of default from the Bank. The Bank shall be authorised to exercise all its rights under the guarantees granted to it pursuant to these General Terms and any Special Agreements, including, but not limited to the guarantees set out under clause 1.14 of the present General Terms if the Client fails to immediately repay any amount due under the relevant credit. The same applies to any amount used in excess of an agreed credit. In these events, subject to the terms of any Special Agreement and Applicable Law, the Client may bear, instead of paying a lower rate of interest or other charges that may have been agreed, interest as well as other indemnities on the excess as charged by the Bank in accordance with clause 1.2.
- 1.2.10.** If the Bank performs any services or takes any measures as a result of the Client's failure to fulfil his/her obligations under a credit agreement, or if the Client's conduct is in breach of such agreement, or in the case of enforcement measures by third parties or any other actions instituted against the Client, subject to Applicable Law the Bank may charge and demand reasonable compensation and reimbursement for the costs of any necessary legal action.
- 1.2.11.** Unless the Special Agreement with the Client provides otherwise and subject to Applicable Law, any amount in excess of the agreed credit limit of an account, overdue amounts owed to the Bank and any other amounts owed to the Bank, immediately become due and payable and interest shall be owed thereon and shall be charged to an interest-bearing account of the Client, at a rate of interest which shall be determined by the Bank from time to time.
- 1.2.12.** It is provided that, for the granting of credit, limits above the agreed credit limit or other facilities, the Client shall submit a request to the Bank to that effect and that, provided the Bank approves such request, a Special Agreement providing for the terms and conditions of the granting and provision of such facility, shall be executed.
- 1.2.13.** Where reasonable and proportionate and consistent with Applicable Law to do so, the Bank may, by giving two (2) months written notice to the Client, close any credit or debit accounts with small balances, which remain dormant for a period of time determined by the Bank from time to time.
- 1.2.14.** The Bank may where it is reasonable and proportionate and consistent with Applicable Law to do so in all the circumstances of the case, suspend the execution of its obligations towards the Client provided that it has reasonable demands of its own against him, whether due or future or contingent and irrespective of whether or not such demands are based on the same transactional relationship from which its obligations derive.
- 1.2.15.** For the provision of trade services and/or products and/or for the issuance of letters of guarantee and/or the opening of letters of credit, specific and/or separate agreement(s) and/or terms, as applicable, may be required to be executed with the Bank and/or acknowledged by the Client. In case of conflict between these General Terms on the one hand and the aforementioned specific and/or separate agreement(s) and/or terms on the other hand, the latter will prevail in relation to the provision of trade services and/or products and/or the issuance of letters of guarantee and/or the opening of letters of credit.
- 1.2.16.** The Bank may make credit cards available in connection with its Accounts. Credit cards may involve a third party service provider and be subject to the terms and conditions imposed by that third party.
- 1.3. JOINT AND COLLECTIVE ACCOUNTS**
- 1.3.1.** Each beneficiary of a joint Account may make any use of the joint Account either totally or partly without the cooperation of the other beneficiaries, unless all the other beneficiaries give the Bank contrary instructions or the Bank is aware that a joint account holder is withdrawing funds for fraudulent or illegal activity. Each beneficiary is liable to the Bank in full for every obligation which derives from or relates to the joint Account. Unless all the beneficiaries give the Bank contrary instructions, in the event of the death of one of the abovementioned beneficiaries, any credit balance on the joint Account shall be held to the order of the surviving beneficiary or beneficiaries and each surviving beneficiary shall be entitled to make use of them in any way, without prejudice to any of the Bank's rights in respect of such credit balance arising out of any lien, set-off, counterclaim or otherwise, or to any step or measure which the Bank, in its discretion and acting reasonably, thinks fit to take in order to ensure the Bank's compliance with Applicable Law.
- 1.3.2.** If at any time the Bank receives notice about any dispute between the beneficiaries in relation to any of their joint Accounts regardless of what may be contained in any of the existing mandates in regard to such joint Account, the Bank may assume that the mandates given to the Bank have been revoked. In such case, the Bank may (but shall not be obliged to) suspend the operation of their joint Accounts, without any obligation to institute legal proceedings or other steps for the settlement of the dispute or doubt, unless it has written instructions from all beneficiaries.
- 1.3.3.** A collective Account can only operate under the joint signature of all the collective Account holders. In particular, the Account holders must collectively provide instructions to the Bank, in order to dispose of funds, grant powers of attorney to third parties or carry out any other operations or transactions, all orders having to be signed by each Account holder. The revocation of a power of attorney granted jointly by all the collective holders of the Account may be revoked by any Account holder acting individually.

- 1.3.4.** All collective holders of a collective Account have a joint and several liability towards the Bank. Each Account holder is liable towards the Bank with respect to all commitments and obligations contracted by all the collective holders, whether these commitments have been contracted in the joint interest of all the Account holders, in the interest of any of them or in the interest of third parties.
- 1.3.5.** The Bank may set-off a debit balance of the collective Account against a credit balance of any other Account opened or to be opened with the Bank in the name of any of the Account holders, whatever the nature or the currencies of such Accounts. The Bank will endeavour to give reasonable notice prior to exercising rights of set-off, usually at least fourteen (14) days, but set-off rights may be exercised without notice where it is reasonable and appropriate to do so in the relevant circumstances.
- 1.3.6.** Unless instructed to the contrary and subject to Applicable Law, the Bank has the right, but not the obligation, to credit to the collective Account the funds it receives on behalf of one of the holders.
- 1.3.7.** In case of death or incapacity of an Account holder, the persons authorised under Applicable Law to represent the deceased or incapacitated Client (including the executor of a will, the heirs or the guardian, as the case may be), shall automatically replace the deceased or incapacitated holder except if otherwise provided by Applicable Law.
- 1.3.8.** The estate of a deceased Client shall remain liable to the Bank for the commitments and obligations arising in connection with the deceased Customer's Account.

1.4. CREDITS

- 1.4.1.** For as long as the Client holds an Account with the Bank, the Bank shall be deemed to be irrevocably authorised to accept money for the account of the Client. The Bank may credit the Account of the Client with any amount of money, which has been forwarded to the Bank under instructions that the Bank place it or hold it to the order of the Client, unless the instructions or the Special Agreement relating to that Account expressly preclude it.
- 1.4.2.** Provided that no specific instructions accompany Payment Orders or Remittances, the Bank may exercise its own discretion as to the allocation of sums received into the Client's Account, subject to the provisions of Applicable Law.
- 1.4.3.** In the event that credit entries are made not based upon instructions to this effect but as a result of misinterpretation or an employee's mistake or otherwise, unless otherwise provided in these General Terms or by any Applicable Law, the Bank may proceed on its own initiative to cancel such credit entries by making subsequent entries.
- 1.4.4.** Payment Transactions, including cross border transfers, will be executed in accordance with Applicable Law and as provided in these General Terms including, without limitation, in clause 2 "Specific Terms related to Payment Services".

1.5. INSTRUCTIONS

- **GENERAL**

- 1.5.1.** Every type of instruction addressed to the Bank must clearly describe the object to which it relates. Instructions for amendments, confirmations or repetitive orders must expressly be specified as such.
- 1.5.2.** The rights and/or obligations concerning the provision of Payment Services by the Bank, shall be governed by the Specific Terms that forms part of these General Terms and/or in accordance with the Law.
- 1.5.3.** The Bank does not undertake to perform administrative matters other than those stated in the present General Terms and those for which an express provision has been made in a Special Agreement.
- 1.5.4.** Provided that there is no contrary specific written Special Agreement, and subject to the relevant terms of the Specific Terms, the mode of remitting funds shall be chosen at the discretion of the Bank, taking into consideration Applicable Law, the possibilities which exist in UK and the practice followed by the banks in UK.
- 1.5.5.** Subject to the terms of any Special Agreement the Bank may, following a request by the lender and without judicial intervention, effect payments secured by guarantee, which it has undertaken upon instructions or for the account of the Client.
- 1.5.6.** The Client is liable for any damage that the Bank may sustain due to the fact that, not through any fault of the Bank, the Bank did not receive notice that there were limitations in the legal capacity of the Client or his representative.
- 1.5.7.** Subject to the provisions of the Specific Terms relating to the Payment Services and any Special Agreement, where applicable, the Client acknowledges that the Bank has the right at any time acting reasonably to decline at its absolute discretion to execute any instruction, including without limitation at the following instances:
- (a) when, in the Bank's reasonable judgment, the execution of such instruction will constitute processing funds from money laundering or illegal actions or activities or when the Bank considers that there is unauthorised use of the Client's account or fraud is constituted; or
 - (b) the Client's account has insufficient funds to cover the transaction; or

- (c) the Client is in breach of any of his obligations under this Agreement; or
- (d) the instruction has an execution period not acceptable to the Bank as specified in the Cut-Off Times Table; or
- (e) for security reasons that may affect the banking system or any obligation of the Bank, in accordance with Applicable Law.

It is provided that the refusal of the Bank to execute an instruction does not affect any obligation that the Client may have towards the Bank or any right that the Bank may have against the Client or his assets. The Bank shall notify the Client for any refusal for the execution of any instruction, except if such notification cannot be made due to Applicable Law.

- 1.5.8.** The Bank makes no warranty that any Payment Instrument or system service of the Bank is free of any defaults. To the maximum extent allowed by the Law, the Bank shall not be liable in any way for any loss or damage of any kind, incurred by the Client as a result of default or malfunctioning in any Payment Instrument. The Bank shall have the right to introduce and/or adopt, from time to time, any additional codes and/or security measures or safety procedures. Any Payment Instrument provided by the Bank remains the Bank's property and should be returned to the Bank immediately once requested by the Bank and in any case upon the termination of any service offered by the Bank and/or the termination of any function to which the Payment Instrument relates.
- 1.5.9.** The Bank shall not be liable for any loss or damage that the Client may suffer as a result of any transaction that has not been executed or incorrectly executed due to power, electronic mechanic, transmission or similar failure, incorrect information, strike, terrorism action, war or for any other reason beyond the Bank's reasonable control or in case where the Bank is obliged to comply with any obligation of any provision of applicable legislation. The Client shall be responsible and shall indemnify the Bank for any such losses or damage that the Bank may suffer in case that such loss or damage is caused from any action or omission or fraudulent act by the Client in relation to his transactions.
- 1.5.10.** If, while carrying out the Client's instructions, the Bank uses the services of third parties, the Client acknowledges that such use may be subject to terms and conditions applicable between the Bank and those third parties.

- **TERM DEPOSITS**

- 1.5.11.** The duration, interest rates and applicable rules regarding term deposits are set out in separate documentation and terms which are specific to the term deposit Account the Client has chosen. These will be provided to the Client separately and should be read alongside these General Terms. These General Terms and the Product Specific Information applicable to particular term deposit Accounts will between them make up the contract between the Client and Bank for the provision of term deposit Accounts.

1.6. RECORDINGS OF TELEPHONE/MOBILE CONVERSATIONS OR OF ANY OTHER ELECTRONIC COMMUNICATIONS

- 1.6.1.** The Client acknowledges and accepts that the Bank may record mobile/telephone conversations or any other electronic communications. The Client expressly agrees that the telephone/mobile conversation recordings and electronic communications may be used as evidence in the settlement of disputes between the Client and the Bank and may be used as evidence in legal proceedings.
- 1.6.2.** The records will be kept for at least a period of 5 years, which may be extended to 7 years upon the request of the competent authorities or for any other longer period as provided for by Applicable Law. The Client may request to be provided with a copy of the recordings, which relate to its dealings with the Bank, where relevant.

1.7. NOTIFICATIONS AND INSTRUCTIONS TO THE BANK

- 1.7.1.** Instructions given by persons who have been duly authorised by the Client to transact with the Bank on the Client's behalf (including those personnel authorised to represent Clients who are legal persons), which have been notified to the Bank by the submission of a signature sample form, power of attorney, or resolution of the competent body of a company to that effect, are deemed to be effective, provided that no written notice of their revocation has been submitted to the Bank. Such written notice is necessary even if the revocation or change in representation appears from other official data.
- 1.7.2.** Subject to the provisions of these General Terms, the Client must notify the Bank when he does not receive notifications that the Bank ought to have sent to him, in particular notifications for the execution of Payment Orders or Remittances orders.
- 1.7.3.** Where it is reasonable and proportionate in the circumstances to do so, the Bank may suspend operations from any Account of the Client if and for as long as there exists any dispute or doubt as the person who is entitled to operate it, without any obligation to institute legal proceedings or other steps for the settlement of the dispute or doubt.

1.7.4. Without prejudice to the above, if at any time the Bank is informed or receives notice of any dispute between the members of the board of directors of a Client (being a company) and/or of its shareholders and/or beneficiaries regarding the operation of an Account, irrespective of any existing mandates by the Client to the Bank in connection with the operation and/or management of any Account of the Client, the Bank may assume that such mandates have been revoked and in such case, the Bank may (but shall not be obliged to) suspend the operation of any Account of the Client, without any obligation to institute legal proceedings or other steps for the resolution of the dispute or doubt.

1.7.5. Unless Applicable Law provides otherwise, the Client shall provide to the Bank any help or information that may be reasonably required for the investigation and/or examination of any non-authorized use or misappropriation of any Payment Instruments or services provided by the Bank to the Client and the Bank may provide such elements and/or information to any relevant authority where required or permitted to do so by Applicable Law.

1.8. NOTIFICATIONS AND INSTRUCTIONS TO THE CLIENT FROM THE BANK

1.8.1. Where appropriate the Bank prioritizes communication via electronic means (e.g., Electronic Networks, email, SMS, etc.), and the Bank will select the most appropriate of these methods under the circumstances. The Client's preferences and personal conditions are also considered.

The Bank shall communicate with the Client by traditional mail in the event that the Client so requests or the Bank, in its reasonable discretion, considers it appropriate to do so.

1.8.2. Written notifications/notices by the Bank shall be deemed to have been duly received provided that they are submitted to the latest postal address, email address, or mobile number that has been declared to the Bank (unless the Client is a Consumer, Micro-Enterprise or Charity and it would be unreasonable or inappropriate in the circumstances to do so). The Bank may invoke as proof that such notifications/notices have been sent and received, either its copy of the sent document, or the despatch confirmation or electronic submission records.

1.8.3. The Client undertakes to promptly check the statements of accounts sent by the Bank. Any objections relating to statements of accounts, which are sent by the Bank should be submitted to the Bank in writing as soon as possible upon their receipt. Objections relating to statements of other types of accounts or to notices should be submitted without delay and in any case at the latest within thirty (30) days from their dispatch to the Client, unless provided for otherwise in any special terms governing the relationship between the Bank and the Client. Failure to submit objections in time may, depending on the circumstances, be taken to amount to approval, unless otherwise provided in these General Terms.

• ERB ALERTS

1.8.4. The Client accepts that ERB Alerts shall be transmitted and/or sent through any delivery channel such as the internet, the telecommunications network or any other means of communication, on any device such as mobile telephone, personal computer, tablet or any other equipment of the Client and/or its authorized representatives (depending on the case) to the relevant telephone number(s) and/or e-mail address(es) declared by the Client.

1.8.5. The Client also acknowledges and accepts that:

- (a) Whilst the Bank shall operate the ERB Alerts Service in accordance with Applicable Law and use reasonable endeavours to ensure that it is available as necessary to support good outcomes for Clients, subject to Applicable Law the Bank makes no representation and/or warranty that the ERB Alerts Service will be uninterrupted, timely, secure or error-free, or that the ERB Alerts Service will be available at all times; and
- (b) ERB Alerts shall be transmitted to the telephone number(s) and/or e-mail address(es) indicated and/or declared by the Client and/or its authorized representatives (depending on the case) and in the event that the Client indicates and/or declares telephone number(s) and/or e-mail address(es) other than those of the Client, the Bank shall not be liable in any way for any loss, damage or inconvenience suffered by the Client and/or the person to whom the ERB Alerts were transmitted.

1.9. IDENTITY OF CLIENT ("KNOW YOUR CLIENT")

1.9.1. The Bank has the right to demand, notably for the purpose of proving the identity of beneficiaries, the documentation it reasonably considers necessary in order to comply with Applicable Law relevant to anti-money laundering and counter terrorist financing, including to verify the identity of natural persons. The Bank also has the right to request any information it reasonably considers necessary in order to comply with obligations under Applicable Law in relation to legal persons. This information may be requested at any time whilst the Client holds any Account with the Bank.

1.9.2. The Bank checks whether the documentation and other data submitted to it are sufficient to prove the identity of the natural person or to legitimise him as beneficiary.

1.9.3. The Client acknowledges that the Bank may use documentation and information supplied by the Client for the purposes of verifying the Client's identity and for compliance with the Bank's obligations under Applicable Law. The Client shall take all reasonable steps to ensure that all documentation and information it provides is complete, accurate, up to date,

valid and, where relevant, accurately translated. The Bank shall not be responsible for any loss suffered by the Client as a result of the Client's failure to comply with this obligation.

1.10. BANK'S REPRESENTATIVES

1.10.1. The Bank may, at its discretion, use third persons, natural or legal persons, businesses or authorities, in the execution of any transaction. Subject to Applicable Law and any Special Agreement, the Bank does not assume liability for the actions of such third persons, provided that they were used following instructions by the Client, or, provided that the transaction, due to its nature or due to the place where it was to be executed, presupposes the use of third persons and the use of their services is consistent with Applicable Law.

1.10.2. For the execution of collection of orders abroad, the Bank selects the persons to which it shall delegate such collection by gathering as much information as it shall reasonably be able to, depending on the time and means available to it. Subject to Applicable Law and any Special Agreement, the Bank, however, is not liable for the failure or partial failure of the person it has selected, or of a third person used by the person it has selected, to complete the execution of the collection.

1.10.3. The Client accepts that the Bank may make use of the services of another bank, credit institution or person in order to carry out the Client's instructions or for the execution of any transactions relating to the Client and the Client shall assume the responsibility and risk of any such use of another bank or credit institution or person and the Bank shall not assume any liability or responsibility for any act or action of any such other bank, credit institution or person.

1.11. OTHER INFORMATION TO THE CLIENT

The Bank may provide the Client with information and advice in the course of a separate relationship between them, the object of which is not the provision of information or advice. Such information and advice shall for no reason and in no event be able to be deemed to have been provided by the Bank as debtor in the performance of a contractual obligation or legal duty and therefore no claims or demands can be made against the Bank which can be established directly or indirectly on information or advice provided by it.

1.12. EXPENSES (FEES & COSTS) AND CHARGES

1.12.1. Subject to Applicable Law and the provisions of the Special Agreement governing the Accounts/products/services provided to the Client, in addition to the contractual or legal interest, charges, duties, commissions and fees as determined by the Bank from time to time in the Bank's Fee & Charges Schedule the Client may also be charged with any other reasonable expense arising from its contractual relationship with the Bank, or from the Bank's practice or which the Bank sustains in order to provide its services to the Client, including without limitation all possible types of taxes, duties or charges of a similar nature, insurance premiums, telephone or telegraph or postal duties and other disbursements. The aforesaid Schedules are available at the Bank's Website and at the Bank's Branches and may change from time as provided by clause 2.22 of the Specific Terms or in accordance with the terms of the relevant Special Agreement(s) in place between the Client and the Bank, where applicable.

1.12.2. Subject to Applicable Law and the provisions of the relevant Special Agreement, the Client shall bear all reasonable costs and expenses whatsoever incurred in relation to the granting, management and realization of collateral granted as security, as well as in relation to the seeking of recourse against third persons, such as storage charges, supervisory or surveillance expenses, insurance premiums, estate agency commissions, legal fees and all other disbursements.

1.13. TERMINATION

1.13.1. Both the Client and the Bank may, at their discretion, terminate the contractual relationship between them with written instructions by post or email. The Client may also have a right of cancellation on opening an Account or taking out a product with the Bank where they are a Consumer, Micro-Enterprise or Charity. Cancellation rights will be included in the relevant Specific Agreement setting out the terms applicable to that product/Account.

1.13.2. Where the Bank is providing Payment Services and the terms of the Specific Conditions at section 2 apply, termination of those services and the Payment Accounts to which they relate will be governed by the terms set out in clause 2.23.

1.13.3. Where the Specific Conditions does not apply, the Client may terminate the contractual relationship by giving to the Bank one (1) month written notice or, where the Client is a Consumer Micro-Enterprise or Charity, two (2) months written notice. Unless prohibited from doing so by Applicable Law, the Bank will explain the reasons for the closure and will not close the Client's Account unreasonably.

1.13.4. Without prejudice to the aforesaid, the Bank has the right to terminate the contractual relationship with shorter or without notice if, in the Bank's reasonable opinion there is material cause because:

- (a) The Client is in material breach of its contract with the Bank (including these General Terms and the Special Agreement(s) relevant to the Client's Account;
- (b) The Bank reasonably believes that there is suspicion or risk of fraud or suspicious transactions or the Bank reasonably suspects illegal activity; or

- (c) There are legal or regulatory reasons for the closure (including if the Bank does not have sufficient information to manage the Account, the Bank is required to terminate the relationship by a court of regulatory authority, the event of Client's bankruptcy or the death of the Client, or where or continuing the relationship may involve the Bank being in breach of Applicable Law including, without limitation, laws relating to anti-money laundering, counter terrorist financing or sanctions).

1.13.5. In the case of a Client who is not a Consumer, Micro-Enterprise or Charity, the Bank may terminate the relationship on shorter notice or without notice where the Client has provided materially inaccurate statements relating to his financial situation or substantial damages or risk of damages to the Client's capital or failure by the Client to comply with a claim by the Bank for the provision of security or increased security or any other reason, or if the Client is in breach of his/her contractual obligations or if the Bank is of the opinion that the financial position of the Client is threatened, that the guarantees obtained are insufficient or that the guarantees requested have not been obtained, or if the Bank is of the opinion that by continuing its relationship with the Client it may incur liability, including where the continuation of the relationship with the Client would result in the Bank's non-compliance with its obligations under applicable anti-money laundering or counter terrorist financing rules, or if the operations of the Client appear to be contrary to public policy or standard of decency.

1.13.6. Any outstanding overdraft or other debt owed by the Client to the Bank on any Accounts maintained in the name of the Client at the date of termination (including any charges payable as a result of the early termination of a term deposit Account) shall become immediately due (and payable) upon termination of the contractual relationship between the Client and the Bank.

1.13.7. The present General Terms shall remain in force after the termination of the contractual relationship and up to its full settlement.

1.14. SECURITIES SET-OFF

1.14.1. In case the Client holds more than one Account with the Bank, irrespective of the currency in which they are maintained, the Bank, at its discretion but acting reasonably and in accordance with Applicable Law, has the right at any time to effect transfers of balances and debits/credits from one Account to another, or to set-off demands arising from one Account against an opposing demand arising from another Account. With respect to foreign currency accounts, the calculations are made on the basis of the foreign exchange rates as applied by the Bank on the day on which the transfer is effected or the set-off proposed. The details of the exchange rates applicable to a particular Account will be provided in the Special Agreement if applicable to that Account. All rights of set-off in this clause 1.14 are subject to reasonableness, and will only be exercised where it is appropriate in the circumstances and in accordance with Applicable Law to do so.

1.14.2. It is thus expressly agreed that amounts due to the Client by the Bank and those due to the Bank by the Client are interrelated.

1.14.3. Hence where the client is not a Consumer Micro-Enterprise or Charity, the Bank is authorised to withhold performance of its own obligations, if the Client does not fulfil any of his/her obligations. In that respect, where the client is not a Consumer Micro-Enterprise or Charity, should a Client not pay or threaten to be in default in paying a mature or maturing debt to the Bank, all debts of any nature, including term obligations that the Client has towards the Bank, will become immediately due. The Bank is entitled to offset those debts without formal notice and in the order of priority it considers most suitable against the assets (valued at market value at the time of the offsetting) of the Client deposited with the Bank. Debit balances can be cleared without any formal notice or other formalities by setting-off those debits against all assets and credit balances of debtors that, either directly or indirectly, or jointly and severally or indivisibly liable to the Bank.

1.14.4. It is expressly agreed that where the client is not a Consumer Micro-Enterprise or Charity, all assets of the Client, guarantees and sureties of any kind given to the Bank in connection with a particular transaction or to cover a debit balance of a sub-account, shall cover the debit balances of all other sub-accounts as well as the debit balance, if any, of the single current account.

1.14.5. Where the client is a Consumer Micro-Enterprise or Charity, Subject to Applicable Law and the Special Agreement applicable to the relevant Account(s), If the Bank decides to do this, it will generally notify the Client at least 14 calendar days before doing so, unless it reasonably thinks that the money will be moved to prevent this. In any event, the Bank will notify the Client as soon as possible after it has exercised its right of set-off of why and when it did so, and the amount taken from the Client's Account.

1.14.6. The Client should inform the Bank if:

- (a) anyone else has a right to any money in the Client's Account(s) (for example, if the Client is holding the money for someone else's benefit);
- (b) the money in the Client's Account has been received from a government department or local authority for a specific purpose; or

- (c) the Client is under a legal obligation to someone else to retain and deal with the money in the Client's account in a particular way.
- 1.14.7. The Bank will not exercise its right of set-off under these General Conditions against the money in an Account if it knows that any of these circumstances apply or it is on notice of matters that reasonably suggest that they apply in relation to the Account.
- 1.14.8. The Bank will avoid exercising this right to reduce the balance in the Client's Account below the amount required for reasonable living expenses.
- 1.14.9. In order to exercise its rights under this clause 1.14, the Bank has the right to execute at any time all transactions that are necessary to settle the debit balance of one Account by the credit balance of another Account.
- 1.14.10. All Accounts of the Client shall individually bear debit interest, as the case may be. The remittal or conventional relief of a debt granted to a joint debtor of the Client will not discharge the latter's debt and other obligations towards the Bank. All dealings carried out by the Bank in relation to the Client shall be carried out the Bank's capacity as banker and not as a trustee. All transactions between the Client and the Bank are conducted within the framework of the relationship of mutual trust existing between the Client and the Bank. In this context, all the Accounts (whatever their identification number) of the Client with the Bank and the instructions given by the Client and executed by the Bank cannot be considered separately, but are to be viewed as part of one single relationship of personal trust. Consequently, a Client entering into a relationship with the Bank therefore automatically enters into a single relationship agreement, governed by the rules generally applicable to such agreements and by the following terms (the "**Single Relationship Agreement**").
- 1.14.11. The Single Relationship Agreement governs all accounts of the Client, whatever their nature, currency, interest rates or terms, even, if for bookkeeping reasons, they are segregated.
- 1.14.12. All credit or debit transactions passing through any type of Account are deemed to become mere credit and debit items generating at any moment and in particular on the termination of the Relationship between the Client and the Bank, a single net due credit or debit balance (the "**Net Balance**").
- 1.14.13. If the Client has opened several accounts (e.g. accounts in foreign currencies, term deposits, current accounts), such accounts shall only form elements of one Single Relationship Agreement even if they bear different account numbers.
- 1.14.14. In particular, the Bank may immediately debit any Client Account falling under the Single Relationship Agreement, without prejudice to any of its legal remedies based on other grounds or against joint debtors or guarantors, with any amount due under any other obligations of any nature owed by the Client to the Bank, be they direct or indirect, present or future, actual or contingent. Upon termination of the Relationship between the Client and the Bank, all transactions, including term operations, shall become immediately due.
- 1.15. **FORCE MAJEURE**
- 1.15.1. The Bank is not be liable towards the Client or any other person due to its failure, incapacity or omission to execute any of its obligations pursuant to these General Terms, where such failure or incapacity or omission is caused by acts of *force majeure*, including total or partial suspension or restriction of its business resulting from actions by public or administrative authorities in UK or foreign authorities, disruption arising from power cuts or telecommunications cuts which are beyond the Bank's reasonable control, strikes, work stoppages, war, pandemic, civil war and/or other emergency situations and situations beyond the control of the Bank, for as long as the act of force majeure lasts.
- 1.15.2. The Bank shall not be liable for any loss or damage in respect of the acceptance and execution of Payment Transactions, which may arise from abnormal and unforeseeable circumstances beyond the control of the Bank, the consequences of which would have been unavoidable despite all efforts to the contrary, or from acts or omissions of the Bank for the purposes of compliance with the Bank's obligations under Applicable Law,
- 1.15.3. The Bank shall notify the Client, without undue delay, where an incident occurs that has or may have an impact on the financial interests of the Client and of all measures that he can take to mitigate the adverse effects of the incident.
- 1.16. **EXCEPTIONAL EVENTS**
- 1.16.1. The Client authorises the Bank to block the Client's Accounts with the Bank or to take such other measures as it may reasonably deem fit in order to comply with Applicable Law, including (without limitation) in circumstances where the Bank reasonably believes that the Client or the beneficial owner of an Account may be engaged in fraudulent or unlawful activity.
- 1.16.2. In the event of the death or legal incapacity of the Client, business relations with the Bank shall continue until the Bank has been notified in writing, of such event, such notification being effective as of the first business day following the day of actual receipt of such notification by the Bank. As long as no such formal notice has been given, the Bank may not be held liable for its acts of administration or disposition on the basis of instructions received from the agents of the deceased or incapacitated Client.

1.17. DEPOSITS / CREDIT BALANCES

- 1.17.1. Term Deposit accounts may bear interest, as determined by the Bank from time to time.
- 1.17.2. Amounts from Term Deposit accounts may not generally be withdrawn without the requisite notice being given to the Bank. In the event that the Bank allows the withdrawal of funds without the prerequisite notice being given to it, the Bank may charge the Client with such fees or charges as determined by the Bank from time to time. The terms applying to withdrawals are set out in the Specific Product Information.
- 1.17.3. Term deposits bear interest at the rate communicated by the Bank for deposits of such kind in the relevant product documentation, which will also specify the duration of the term. Term deposits may be renewed on maturity, at the rate of interest determined by the Bank for deposits of such kind and such period and with the capitalization of accrued interest. In case a term deposit is not renewed, on maturity the amount of the term deposit and any credit interest attributable to the term deposit (as applicable) will be transferred into another Account(s) that will be indicated by the Client.
- 1.17.4. The Bank may in exceptional circumstances allow a withdrawal from the term deposit before the date of maturity and, in such an event, the Bank may charge the Client with such fees or charges as determined by the Bank from time to time. The terms applying to early withdrawals from term deposit accounts and the arrangements that apply at maturity are set out in the product documentation specific to the individual Account.
- 1.17.5. The Bank shall provide or make available in paper or in another Durable Medium, such regular statements of Accounts as are appropriate to the type of banking service provided and as required by Applicable Law. The arrangements for issuing statements will be as per the Specific Terms below and any Special Terms in place between the Client and the Bank. Where the Client is a Consumer, Microenterprise or Charity, such statements will be provided free of charge. The Bank may, however, charge a reasonable sum for providing copy statements or for providing statements more frequently than is appropriate to the type of Account provided.
- 1.17.6. Any interest will be calculated on the basis of the daily balance and will be capitalised in the frequency and manner determined by the Bank from time to time, and shall be notified to the Client accordingly; any accumulated interest will be added and/or subtracted from the balance of the account, as the case may be, after deduction of any relevant contributions applicable from time to time.

1.18. GOVERNING LAW / RESOLVE OF DISPUTES

- 1.18.1. The relationship between the Client and the Bank shall be governed by the laws of England & Wales. In all disputes, subject to clause 1.18 below the English Courts, shall have exclusive jurisdiction.
- 1.18.2. If the Client is a Consumer and lives in Wales, Scotland or Northern Ireland, either the Client or the Bank can bring a claim in the courts of the country in which the Client lives. If the Client is not a Consumer, unless the Bank chooses to bring an action against the Client before any other court having jurisdiction under ordinary rules of procedure in particular according to the applicable jurisdiction rules of the relevant European regulation or applicable convention.
- 1.18.3. The Client may at any time submit a complaint to the Bank. The Bank has put in place and applies adequate and effective complaint resolution procedures for the settlement of complaints of the Clients concerning their rights and obligations arising in connection with products and services provided by the Bank. These procedures are available in the English language. Any complaints shall be submitted to the Bank as follows:
- (a) Personal visit to a Bank; or
 - (b) Telephone contact with the Customer Services team or the Complaints officer via the telephone number (+44) (0) 2079738630 or the officer in charge of the Bank that serves the Client; or
 - (c) By submitting the Complaints Form, which is available at the Bank's Website <https://www.eurobankpb.lu/Contact>; or
 - (d) By email **from the email address that has been notified to the Bank** to the email address of the Bank CustomerServicesandPayments@Eurobankpb.co.uk; or
 - (e) By Digital Banking email or a message via the Digital Banking Services, provided that a relevant Special Agreement has been executed; or
 - (f) By sending a letter to the Bank to that effect, which shall include the contact details of the Client submitting the complaint.
- 1.18.4. The Bank shall make every possible effort to reply, on paper or, if agreed between the Bank and the Client, on another Durable Medium, to any Client complaints. The Bank undertakes to investigate such claim submitted by the Client and will endeavour to respond as soon as possible. In case the Client does not receive a response from the Bank within 8 weeks or is not satisfied with the response received from the Bank, depending on the status of the Client and the subject matter of the complaint the Client may be eligible to submit a complaint to the UK Financial Ombudsman Service.

- 1.18.5.** Where the complaint relates to Payment Services provided under the Specific Terms, the timeframes for complaints handling are different. The Bank shall examine all points raised with the complaint, and its reply shall be given within an adequate timeframe and at the latest within fifteen (15) Business Days of receipt of the complaint. In exceptional situations, if the answer cannot be given within fifteen (15) Business Days for reasons beyond the control of the Bank, it shall be required to send a holding reply, clearly indicating the reasons for a delay in answering to the complaint and specifying the deadline by which the Client will receive the final reply. In any event, the reply shall be given within thirty-five (35) Business Days.
- 1.18.6.** The Client may, where they are an “eligible complainant” for the purposes of FCA DISP rules (including a Consumer, a Micro-Enterprise, certain small businesses trusts and charities and guarantors) and the complaint is eligible, have the right to submit complaints to the Financial Ombudsman Service. The contact details of the Financial Ombudsman Service are as follows:

Financial Ombudsman Service

Address: Exchange Tower London E14 9SR
Tel: 0800 023 4 567 (from the UK) or + 44 (0)20 7964 0500 (from abroad)
E-mail: complaint.info@financial-ombudsman.org.uk
Website: <https://www.financial-ombudsman.org.uk>

- 1.18.7.** Without prejudice to clauses 1.18.3 to 1.18.6, above, the Client has the right to bring proceedings before the competent English Courts in respect of his dispute with the Bank.
- 1.18.8.** For all matters regarding his/her relation with the Bank, the Client accepts that service of process be made to his/her attention at the registered office of the Bank, where he/she elects domicile for that purpose.

1.19. COMMUNICATION OF INFORMATION

- 1.19.1.** The Client shall be deemed to have authorised the Bank (unless otherwise agreed in writing between the Bank and the Client) to accept instructions given or purported to be given by the Client or his duly authorised representatives via the methods set out in these General Terms and/or any relevant Special Agreements, including where relevant in writing or orally, by telephone, post or email, , in relation to any of his Accounts or transactions (whether existing or to be opened or executed in the future) with the Bank and such instructions may relate to, without limitation, the effecting of Payment Orders, money transfers, renewals, deposits, withdrawals, cancellations, purchase or sale of any currency or security and any other matter..
- 1.19.2.** The Client understands and accepts that the Bank shall have the right and is hereby authorised, but shall not be obligated to, act upon oral instructions. The Bank shall have the right, at its discretion and acting reasonably, to request written confirmation of the Client’s oral instructions and in such an event the Bank shall not be obligated to act on the basis of oral instructions unless and until it receives written confirmation thereof.
- 1.19.3.** The Bank shall have the right, at its discretion and acting reasonably, to refuse to execute any instructions, which are given by the Client in writing or orally, if the Bank is not satisfied as to the contents or meaning or authenticity of the instructions.
- 1.19.4.** Subject to the relevant provisions of the Specific Terms related to the Payment Services, where applicable, with respect to instructions given to the Bank by the Client or for the account of the Client or instructions purported to be given by the Client or for the account of the Client in writing or orally or otherwise, the Client acknowledges that the Bank may not be liable for instructions that are given by unauthorised persons or due to the malfunction of the method being used in relation to the provision or transmission of instructions (including without limitation the incorrect or incomplete transmission, delays or omissions) and the Bank may not be liable for any loss, damage, costs or expense which may arise from or in relation to unauthorised instructions or due to a malfunction or otherwise as mentioned hereinabove.

Subject to the relevant provisions of the Specific Terms, and the provisions at clause 1.24 relating to APP Scams, where applicable, the Bank shall not assume any liability or responsibility against the Client with respect to any misunderstanding or oversight or mistake relating to the instructions given by the Client or for his account, if the Bank acts reasonably, in good faith and in accordance with Applicable Law on the basis of such instructions, notwithstanding that such instructions may actually not have been given by the Client or for his account and moreover subject to Applicable Law the Bank shall not be responsible to check or verify the validity, authenticity or correctness of any such instructions whether oral or written.

- 1.19.5.** The Bank shall communicate with the Client in the English language.

1.20. PERSONAL DATA

- 1.20.1.** Where the Client is an individual, the Bank will receive Personal Data relating to that individual directly from that individual, or as otherwise envisaged in the Privacy Notice. In this case, the Bank shall process such Personal Data as a data controller in accordance with Data Protection Laws and in accordance with the Privacy Notice, available on the Bank’s website.

- 1.20.2.** Where the Client is a legal entity and/or corporate body, the Bank may receive Personal Data relating to individuals from the Client. In this case, the Client should ensure that it has the necessary rights to share such Personal Data with the Bank and shall use all reasonable endeavours to make the Bank's Privacy Notice available to such individuals before sharing the Personal Data with the Bank. The Bank and the Client shall each process such Personal Data as [independent data controllers] in accordance with Data Protection Laws.
- 1.20.3.** The Client shall provide the Bank with all necessary information and data as it may reasonably request and require to provide the services hereunder, and shall ensure that such information and data is accurate and complete.

ASSIGNMENT AND OUTSOURCING

- 1.20.4.** The Bank may transfer all or any of its rights in relation to the Client's Account(s). The Bank may also transfer any of its obligations, but where those rights or obligations involve regulated activities it will only make such a transfer to someone it reasonably considers capable of performing them and who is authorised or recognised by the Prudential Regulation Authority and Financial Conduct Authority as being entitled to accept deposits and perform any other relevant regulated activities. This includes the Bank appointing another Eurobank Group company as its agent (i.e. to act on its behalf) for debt recovery purposes. By entering into these General Terms, the Client agrees that the Bank may delegate or sub-contract the performance of any services or obligations (including arrangements connected to IT or other infrastructure necessary for the provision of the services) to another party, including a Eurobank Group Company, without obtaining further consent. The Bank will remain responsible to the Client for any acts or omissions of parties to whom it has delegated or sub-contracted its obligations. The Client may not transfer any of his/her rights or obligations in relation to his/her Accounts(s) or transfer or assign any account or deposit.

1.21. AMENDMENTS

- 1.21.1.** The Bank may amend or review these General Terms, in particular in the event of:
- (a) Changes to the Bank's technology or other systems;
 - (b) changes in the legal and regulatory framework of the banking sector, and/or relevant court or Financial Ombudsman Service decisions;
 - (c) changes to banking practices or changes to the Bank's cost of funding in relation to its products; or
 - (d) The Bank wishing to make a benefit available to the Client or to make these General Terms clearer, or to correct minor typographical errors or to make these General Terms more favourable to the Client.
- 1.21.2.** Should the Bank intend to amend and/or to add new provisions to the General Terms, the Bank will inform the Client indicating the clauses it intends to modify or add as well as the content of these amendments or additions. Such amendments or reviews shall be binding on the Client within two (2) months from the date at which they are notified to him by the Bank, unless the Client notifies his objection. Such notification must be given within thirty (30) days of dispatch of such notification where the client is not a Consumer Micro-Enterprise or Charity, and where the client is a Consumer Micro-Enterprise or Charity, notification can be given at any time before the relevant change comes into effect. In case the Client wishes to oppose to such amendments, the Client is entitled to terminate its business relationship with the Bank. Where the client is a Consumer Micro-Enterprise or Charity, such termination will be without charge.
- 1.21.3.** The Client agrees that any changes to interest rates or exchange rates, which are based on Reference Interest Rates or Reference Exchange Rates respectively, may be applied immediately without notice where the change based on reference interest or change rate information which has been provided to the Client. The Bank may also make changes to the interest or exchange rate immediately and without notice where they are more favourable to the Client. The Bank shall make available to the Client such information by email or by any other written way that may be considered appropriate under the circumstances to inform the Client.
- 1.21.4.** The Bank may at any time supplement these General Terms with annexes referring to specific banking services and transactions. Such annexes shall form an integral unit with the present General Terms. The present General Terms govern all relationships between the Bank and the Client and are not limited to a single transaction or facility that the Bank may grant. The Client and the Bank may execute and/or enter into any other agreement deviating from the these General Terms subject always to Applicable Law and in case of conflict between these General Terms and the terms of such other agreement, the terms of the other agreement shall prevail to the extent that they do not conflict with Applicable Law and any matter not dealt with in the other agreement shall be construed as per these General Terms and the relevant provisions of these General Terms shall apply.
- 1.21.5.** In the event that a change in Applicable Law renders any of the present General Terms, partially or completely, null or invalid, the validity or force of the remaining General Terms or of the contractual relationship between the Bank and the Client is not affected.
- 1.21.6.** Reference to any law or regulation or such other directive shall include any amendment and/or supplemental act that may be put in place from time to time.

1.22. NOTICES (COMMUNICATION)

- 1.22.1. Except where otherwise provided, any Notice that has to be given from the Client to the Bank should be: (a) delivered by hand or (b) by electronic mail (email) as follows:

Address: 2nd Floor, Devonshire House, 1 Mayfair Place, London W1J 8AJ
Telephone Number: +44 (0) 2079738630
Email Address: CustomerServicesandPayments@Eurobankpb.co.uk
Webpage: www.eurobankpb.lu

The Bank shall communicate with the Client at the last known postal or email address that the Client has notified to the Bank at the date of submission of the relevant application to the Bank and, where appropriate, by any other contact details the Bank may hold for the Client. The Client is obliged to notify the Bank immediately for any change of his contact details

Mail regarding accounts with several authorised signatories will be sent to a common address indicated to the Bank..

It is the Client's responsibility to notify the Bank of any changes to its contact details, and the Client acknowledges that a failure to do so may result in the Client not receiving important communications from the Bank and that the Client may suffer detriment as a result.

- 1.22.2. Dispatch of any communication will normally be proved, including the date of dispatch, through the communication by the Bank of a printed or computer-stored copy or other mailing record of such communication. Written communications by the Bank are deemed to have been duly delivered within the ordinary course of mail, if sent to the last address of which the Bank has received notice, or such other method as may be prescribed by Applicable Law in relation to that communication.
- 1.22.3. The Bank is entitled to contact the Client directly by any means whatsoever, in case of urgency, if the Bank is required to do so by Applicable Law or where in the Bank's reasonable opinion this is appropriate in the circumstances.

1.23. GENERAL INFORMATION/SUPERVISING BODY

- 1.23.1. The Bank is authorised and regulated by the Commission de Surveillance du Secteur Financier (the "CSSF") in Luxembourg, the address of which is L-1150 Luxembourg, 283, route d'Arlon, its successors, executors and/or assignees. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request.
- 1.23.2. The address of the Financial Conduct Authority is 12 Endeavour Square, London E20 1JN, United Kingdom. The address of the Prudential Regulation Authority is 20 Moorgate, London EC2R 6DA, United Kingdom.
- 1.23.3. The Bank's Head Office address is: Eurobank Private Bank Luxembourg S.A., 534, rue de Neudorf, L-2220 Luxembourg, P.O. Box 897 L-2018 Luxembourg, tel: (+352)420724-1. www.eurobankpb.lu, Reg. No. B24724. The Bank is registered at UK Companies House with company number FC032486.
- 1.23.4. The address of the Bank's London Branch is: Eurobank Private Bank Luxembourg S.A., London Branch, 2nd Floor, Devonshire House, One Mayfair Place, London, W1J 8AJW 1 J 8 A J, United Kingdom, tel: +44(0) 2079738630.
- 1.23.5. Eurobank Private Bank Luxembourg S.A., London Branch is registered on the Financial Conduct Authority register, with firm reference number 681820. Eurobank Private Bank Luxembourg S.A., London Branch is registered at UK Companies House with UK Establishment Number BR017561.
- 1.23.6. The Bank is covered by the UK's Financial Services Compensation Scheme ("FSCS") in relation to certain of its deposit taking activities. If the Bank is unable to meet its financial obligations in relation to these activities, subject to the Client's eligibility the Client may be able to claim compensation from the FSCS. Eligible deposits that the Bank holds for the Client in the UK are protected up to a total of £120,000. This limit applies to the total of the Client's funds deposited with the Bank across all of the Client's Accounts, and does not apply per-Account. Any deposits the Client holds with the Bank above the £120,000 limit are unlikely to be covered.
- 1.23.7. Further information about the compensation provided by the FSCS (including about FSCS protection for the services and products provided by the Bank, the conditions governing compensation, eligibility and formalities to claim) is available from the Bank upon request.
- 1.23.8. The Bank will provide on demand further information to the Client on the FSCS deposit-guarantee scheme. Information on the FSCS deposit-guarantee scheme is also available on www.fscs.org.uk.

1.24. APP SCAMS

- 1.24.1. The provisions in this clause 1.24 apply where the Client is a Consumer, Micro-Enterprise or Charity.

- 1.24.2.** The Client will be entitled to a full refund where the Client made a payment from their Account using CHAPS or Faster Payments as a result of an APP Scam, subject to the maximum reimbursement limit set by the regulator of those payment schemes, any excess applied in accordance with clause 1.24 below and the terms of this Clause.
- 1.24.3.** The Client must report the APP Scam to the Bank not more than thirteen (13) months after the Client made the payment. If the APP Scam resulted in the Client making a series of payments, the thirteen-month deadline to notify the Bank begins from the date of the last payment the Client made. The Bank may decide to reimburse the Client if the Client reports the APP Scam more than thirteen (13) months after the date of the final payment, but the Bank is not obliged to do so. If the Bank does decide to reimburse the Client for a claim made after the thirteen-month deadline that does not mean the Bank will necessarily do so again if the Client is the victim of another APP Scam in the future.
- 1.24.4.** If the Client realizes or suspects that they have been the victim of an APP Scam the Client should inform the Bank as soon as possible. The Client will need to provide details of their claim and specify at least one payment the client has made as a result of the APP Scam.
- 1.24.5.** The Bank may apply an excess to the Clients refund, which is an amount the Bank is permitted to deduct from the sum the Bank reimburses to the Client. The maximum excess amount is set by the regulator of those schemes, and the Bank will consider whether to apply an excess when the Client submits a claim for reimbursement, taking into account the circumstances of the Client's case. The Bank will confirm the amount of any excess at the time the Client makes a claim for reimbursement.
- 1.24.6.** The amount the Client is entitled to have reimbursed is subject to a maximum level of reimbursement which is set by the regulator of those schemes and published online. If the Client has been the victim of an APP Scam, the Bank will let the Client know what the limit is at the time the Client makes a claim. The Bank may decide to make reimbursement above this maximum limit, but is not obliged to do so, and this will be decided on a case-by-case basis. If the Bank does decide to reimburse the Client above the maximum level that does not mean the Bank will necessarily do so again if the Client is the victim of another APP Scam in the future.
- 1.24.7.** The Client will not be entitled to a refund if the Client has acted fraudulently. The Client may also be ineligible for a refund where the Client has failed to do one or more of the following things and the Bank can prove that this was because the Client has been grossly negligent (that is, the Client has shown a significant degree of carelessness):
- (a) have regard to any intervention made by the Bank and/or by the police or the National Crime Agency. This includes warnings from the Bank that a particular intended payment is likely to be an APP Scam;
 - (b) report the APP Scam to the Bank promptly and in any event within the thirteen-month deadline;
 - (c) respond to any reasonable and proportionate requests from us for certain information which the Bank needs in order to assess the Client's claim; or
 - (d) agree to report the APP Scam to the police or the National Crime Agency on the Bank's request (or agree to the Bank making a report on the Client's behalf), once the Client has made a claim to us for reimbursement.
- 1.24.8.** If the Client has been the victim of an APP Scam and has not taken these steps, the Client should still contact the Bank as soon as possible and the Bank will consider the Client's case and confirm whether the Bank will refund the Client or not.
- 1.24.9.** If the Client is eligible for a refund under this clause 1.24 the Bank will normally reimburse the payments the Client made as a result of the APP Scam within five (5) Business Days of the Client making a claim for reimbursement. It may take longer to make the reimbursement if the Bank has requested information to assess the claim and is waiting for the Client's response. If this is the case, the Bank will always try to keep the Client up to date with the progress of their claim where possible. The Bank will close the claim (either by making a refund or refusing the claim and explaining its reasons for doing so) before the end of the thirty fifth (35th) Business Day following the Client's report to the Bank of the APP Scam. The Bank will be liable to the Client for any charges or interest which the Client needs to pay as a result of the Bank delaying the execution of the Client's instructions in accordance with this clause 1.24.

2. SPECIFIC TERMS RELATED TO PAYMENT SERVICES

2.1. SCOPE OF APPLICATION OF THE SPECIFIC TERMS

- 2.1.1.** These Specific Terms concern the execution of Payment Transactions from and into Payment Accounts of Clients, whether the instructions for the execution of the Payment Transactions are given or transmitted to the Bank directly by the Client or through the Payee of any Remittance, transfer or payment. This Specific Terms regulate the contractual relationship between the Bank and the Client regarding all Payment Services provided by the Bank.

- 2.1.2.** For Payment Transactions with standing orders, through the Digital Banking Services and/or otherwise, the terms contained in the Special Agreements and/or the specific terms in the General Terms concerning these services shall also apply. In the case of contradiction between the terms contained in these Specific Terms and the terms of the Special Agreements and/or the specific terms of the General Terms, the terms of these Specific Terms shall prevail, save to the extent where the terms of the Special Agreements concern the granting, continuation of the granting and termination of the granting of a credit facility, in which case the terms of the Special Agreement shall apply.
- 2.1.3.** In accordance with the opt-out provisions contained in articles 40(7) and 63(5) of the Law, where the Client is not a Consumer a Microenterprise or a Charity, Part 6 of the Law and articles 66(1), 67(3), 67(4), 75, 77, 79, 80, 83, 86 (2A) – (2D), 91, 92, 94 and 94A of Part 7 of the Law shall not apply to the Client's Accounts or any Payment Services provided in respect of them.

2.2. NECESSARY INFORMATION FOR THE CORRECT EXECUTION OF A PAYMENT ORDER

- 2.2.1.** The Client is under the obligation to submit to the Bank, at least, the following data:
- (a) account number and/or IBAN of the Payee (Unique Identifier);
 - (b) name and address of the Payee;
 - (c) the identification code of the credit institution (BIC) or name and address of the Payment Service Provider of the Payee.
- 2.2.2.** The Bank bears no responsibility for the truthfulness of the data submitted.

2.3. AUTHORISATION FOR THE EXECUTION OF A PAYMENT TRANSACTION

- 2.3.1.** The Bank shall not execute any Payment Order unless the Client gives his consent for the relevant Payment Transaction by one of the following means:
- (a) By filling in the relevant instructions form or supplying the Bank with written instructions on any other form containing all the information required by the Bank, signed by the Client or his authorised representative.
 - (b) With instructions given from the Client or his authorised representative orally or by telephone, or by email, provided this has been agreed between the Bank and the Payer under a relevant Special Agreement and subject to the provisions of the General Terms above.
 - (c) With instructions given through electronic systems, including, without limiting the generality of the foregoing, the Digital Banking Services, provided this has been agreed between the Bank and the Payer under a relevant Special Agreement. The authorization in respect of the execution of Payment Transactions through electronic systems and/or the Digital Banking Services shall be given through the said electronic systems with the use of codes/passwords and/or the Digital Banking Security Authenticator, as provided in the relevant Special Agreement.
- 2.3.2.** Consent to execute a Payment Transaction may, if agreed between the Client and the Bank, follow the execution of the Payment Transaction.
- 2.3.3.** A Payment Transaction is considered to be authorised only where the Payer has given consent to execute the Payment Transaction or series of Payment Transactions. Consent for the execution of a Payment Transaction or a series of Payment Transactions is given as described above in the present clause, and may also be given via the Payment Initiation Service Provider. In the absence of consent, a Payment Transaction shall be considered to be unauthorised.
- 2.3.4.** Provided that the Client is a Consumer, a Micro-Enterprise or a Charity, consent may be withdrawn by the Payer at any time, but no later than at the moment of irrevocability, as prescribed by clause 2.6, below.
- 2.3.5.** Where a specific Payment Instrument is used for the purposes of giving consent, the Bank may set spending limits for Payment Transactions executed through that Payment Instrument, as agreed in the relevant Special Agreements.
- 2.3.6.** The Bank assumes no responsibility for any reduction of amounts credited to the Account of the Client or for non-availability of such amounts due to any kind of restrictions emanating from the operation of Applicable Law, court orders, decisions of public or administrative authorities or from reasons of force majeure or from causes that are beyond the reasonable control of the Bank.
- 2.3.7.** The Bank facilitates Confirmation of Payee ("CoP") via a third-party arrangement. Therefore, the bank details of valid name and account combinations will be shared with the third party daily to ensure that CoP checks are always undertaken on the most current information. As this is an enhanced security measure aimed at combatting fraud and the miskeying of incorrect information. The Bank will automatically include all in-scope Accounts into the CoP scheme. The Client can choose to opt their account out of the CoP scheme, by contacting the Customer Services.

2.4. TIME OF RECEIPT OF THE ORDER

- 2.4.1.** The time of receipt is when the Payment Order is received by the Bank, unless the time of receipt is not on a Business Day for the Bank in respect of the specific service/type of payments/transfers/remittances, as prescribed at the Bank's Cut-Off Times Table as this is incorporated in the Bank's Fee & Charges Schedule. In that case, the Payment Order shall be deemed to have been received on the following Business Day. Where a Payment Order is received on a Business Day but after the times specified in the Cut-Off Times Table, they will be deemed to have been received on the following Business Day. In respect of Payment Transactions where the Bank acts as the Payment Service Provider for the Payer, the Bank shall not debit the Payer's account before receipt of the Payment Order.
- 2.4.2.** Where the Client initiating a Payment Order and the Bank agrees that execution of the Payment Order shall take place on a specific day or on the last day of a certain period or on the day on which the Payer has put funds at the Bank's disposal, the time of receipt shall be deemed to be the agreed day. Where the agreed day is not a Business Day for the Bank, the Payment Order received shall be deemed to have been received on the following Business Day.
- 2.4.3.** Bulk Payments to accounts held with the Bank and executed through the Digital Banking Services, must be submitted by 11.00 a.m. on the intended Payment Date, while Bulk Payments to accounts held in another bank in UK or abroad should be submitted by 11:00 a.m., one (1) Business Day before the intended Payment Date.

2.5. REFUSAL OF PAYMENT ORDERS AND INSTRUCTIONS

- 2.5.1.** The Client acknowledges that the Bank has the right, at its discretion, to refuse to execute a Payment Order and/or instructions for legal and reasonable reasons, including, without limitation, for the following reasons:
- (a) where the Client is in breach of Applicable Law in relation to anti-money laundering and counter-terrorist financing and/or sanctions, and/or delays or neglects or refuses to produce and provide the Bank with the necessary data requested by the Bank to allow the Bank to comply with Applicable Law relating to anti-money laundering, counter-terrorist financing and/or sanctions; or
 - (b) where the Bank knows or suspects that the execution of the Payment Order and/or the execution of the Payment Transaction is linked to money laundering and/or terrorism financing related offences; or
 - (c) where the Bank reasonably suspects that there is unauthorised use of the Client's Payment Account or fraud; or
 - (d) where the Client's Payment Account has insufficient funds to cover the Payment Transaction; or
 - (e) where the Client is in material breach of any of his obligations stemming from his contractual relationship with the Bank; or
 - (f) where errors and/or omissions in the instructions for the Payment Order are identified; or
 - (g) where the particular Payment Instrument has been blocked or has exceeded its limits of use; or
 - (h) for security reasons that may have an impact on the banking system and/or for reasons of compliance with the Bank's obligations under Applicable Law; or
 - (i) in case the Payment Account is blocked and/or restricted.
- 2.5.2.** The Bank shall notify the Client, orally or in writing and / or by mail, telephone, electronic mail (email), at its discretion, of its refusal to execute a Payment Order or to initiate a Payment Transaction and, if possible, the reasons for it and the procedure for correcting any factual mistakes that led to the refusal to execute a Payment Order, unless such disclosure is prohibited by Applicable Law. The Bank may charge a reasonable fee to the Client for such an objectively justified refusal.
- 2.5.3.** In the case of a Low Value Payment Instrument, the Bank is not required to notify the Client of the refusal of a Payment Order, if the non-execution is apparent from the context.
- 2.5.4.** A Payment Order for which execution has been refused by the Bank shall be deemed not to have been received by the Bank.

2.6. REVOCATION OF PAYMENT ORDERS

- 2.6.1.** A Payment Order becomes irrevocable upon being received by the Bank.
- 2.6.2.** Irrespective of the clause above, in the case of Low Value Payment Instruments, the Client, acting as the Payer, shall not revoke the Payment Order after transmitting the Payment Order or granting consent to execute the Payment Transaction to the Payee.

- 2.6.3.** Where the Payment Transaction is initiated by a Payment Initiation Service Provider or by or through the Payee, the Payer shall not revoke the order after giving consent to the Payment Initiation Service Provider to initiate the Payment Transaction or after giving consent to execute the Payment Transaction to the Payee.
- 2.6.4.** Subject to the below provisions and provided that the Client, as the Payer, is a Consumer Micro-Enterprise or Charity, the Payer's authorization for the execution of a series of Payment Transactions may be revoked at any moment in respect of future Payment Transactions, in which case any future Payment Transaction shall be considered to be unauthorised.
- 2.6.5.** Provided that the Client, as the Payer, is a Consumer Micro-Enterprise or Charity, it is understood that in case it is agreed between the Bank and the Client, acting as the Payer, that the execution of the transaction shall be made on a specific date or on the last day of a specific period or on the day on which the Payer shall have made funds available to the Bank, the Payer may revoke the Payment Order by the end of the Business Day preceding the agreed day at the latest. Where the Client, acting as the Payer, is not a Consumer Micro-Enterprise or Charity, the Payment Order may only be revoked if agreed between the Bank and the Payer, as provided in clause 2.6.6, below.
- 2.6.6.** After the time limits laid down above, the Payment Order may be revoked only if agreed between the Bank and the Payer, provided that in the case referred to in clause 2.6.3, the Payee's consent shall also be required. In that case, the Bank may charge for revocation.
- 2.6.7.** A Payment Order may be revoked by [any of the methods listed in clause 2.3 for giving a Payment Order].
- 2.7. TIME LIMITS FOR THE EXECUTION OF A PAYMENT ORDER**
- 2.7.1.** In respect of Payment Transactions where the Bank acts as the Payment Service Provider of the Payer:
- (a) Regarding Payment Transactions within the European Union, the Bank ensures that after the time of receipt as referred to in clause 2.4 above, the amount of the Payment Transaction is credited to the Payee's Payment Service Provider's account by the end of the following Business Day. That time limit may be extended by a further Business Day for paper-initiated Payment Transactions.
 - (b) Regarding Payment Transactions that are to be executed wholly within the UK but which do **not** satisfy the criteria below, it is agreed that the maximum deadline for the execution of a Payment Order is four (4) Business Days following the time the Payment Transaction is received, as provided in clause 2.4, above. The criteria are that the Payment Transaction:
 - (i) is executed wholly within the qualifying area in Euro under a payment scheme which operates across the UK and the EEA States;
 - (ii) is executed wholly within the UK in sterling; or
 - (iii) is executed wholly under a payment scheme which operates across the UK and the EEA States and involving only one currency conversion between Euro and Sterling, provided that:
 - (A) the currency conversion is carried out in the UK; and
 - (B) in the case of cross-border payment transactions, the cross-border transfer takes place in Euro.
- 2.7.2.** In respect of Payment Transactions where the Bank acts as the Payment Service Provider of the Payee:
- (a) Sets a Value Date and makes available the amount of the Payment Transaction to the Payee's Payment account after receipt of the funds by the Payer's Payment Service Provider.
 - (b) Transmits a Payment Order initiated by or through its Client, as the Payee, to the Payer's Payment Service Provider within the time limits agreed between them.
- 2.7.3.** The timeframes specified in clause 2.7.1 – 2.7.2 may be subject to a delay in cases where the Bank reasonably suspects that the Payment Order has been placed following fraud or dishonesty by a third party. If this is the case, the Bank will not delay processing the Payment Order for any longer than is necessary in order to make enquiries with the Client and/or any relevant third parties to establish whether the Bank should execute the Payment Order. If a Payment Transaction is delayed for this reason, the Bank will notify the Client as soon as possible (and no later than one (1) Business Day after the Client has given the Payment Order) of the delay, the reasons for the delay and if there is any information or action that the Bank requires from the Client. The Bank will contact the Client using [the contact information the Bank holds in respect of the Account, which could mean contact via email or telephone]. The Bank will not provide such notification where doing so would be contrary to Applicable Law.
- 2.7.4.** For the purposes of clauses 2.7.1 and 2.7.2, a Payment Order for which execution has been refused shall be deemed not received.

- 2.8. BANK'S LIABILITY FOR NON-EXECUTION, DEFECTIVE OR LATE EXECUTION OF PAYMENT TRANSACTIONS WHERE THE CLIENT IS A CONSUMER A MICRO-ENTERPRISE OR A CHARITY**
- 2.8.1.** Without prejudice to clauses 2.14.1 to 2.14.4, 2.13.2, 2.13.3 and 2.12 of these Specific Terms, where the Payer directly initiates the Payment Transaction, the Bank, as the Payment Service Provider of the Payer, is liable to the Payer for correct execution of the Payment Transaction, unless it can prove to the Payer and, where relevant, to the Payee's Payment Service Provider that the Payee's Payment Service Provider received the amount of the Payment Transaction in accordance with clause 2.7.1 herein. In that case, the Payee's Payment Service Provider shall be liable to the Payee for the correct execution of the Payment Transaction.
- 2.8.2.** Where the Bank, as the Payer's Payment Service Provider, is liable under clause 2.8.1 above, the Bank shall:
- (a) refund to the Payer the amount of the non-executed or defective Payment Transaction without undue delay; and,
 - (b) where applicable, restore the debited Payment Account to the state in which it would have been, had the defective Payment Transaction not taken place.
- 2.8.3.** Where the Bank, as the Payee's Payment Service Provider is liable under clause 2.8.1 above, the Bank shall:
- (a) immediately place the amount of the Payment Transaction at the Payee's disposal; and,
 - (b) where applicable, credit the corresponding amount to the Payee's Payment Account.
- 2.8.4.** Where the Payment Transaction is not executed or defectively executed:
- (a) Where the Payment Order is initiated by the Payer, the Bank, as the Payer's Payment Service Provider, shall, regardless of any liability, on request, make immediate efforts to trace the Payment Transaction and notify the Payer of the outcome, free of charge.
 - (b) Without prejudice to clauses 2.14.1 to 2.14.4, 2.13.2, 2.13.3 and 2.12 herein, where a Payment Order is initiated by or through the Payee, the Bank, as the Payee's Payment Service Provider, shall be liable to the Payee for correct transmission of the Payment Order to the Payer's Payment Service Provider in accordance with clause 2.7.2(b) herein. In this event, the Bank shall immediately re-transmit the Payment Order in question to the Payment Service Provider of the Payer.
 - (c) Where the Bank, as the Payee's Payment Service Provider, is liable, shall ensure that the amount of the Payment Transaction is at its Client's disposal immediately after that amount is credited to the Client's account.
 - (d) Where the Bank, as the Payee's Payment Service Provider, is **not** liable, the Payer's Payment Service Provider shall be liable to the Payer. Where the Bank, as the Payer's Payment Service Provider, is liable it shall, as appropriate and without undue delay, refund to the Payer the amount of the non-executed or defective Payment Transaction and restore the debited Payment Account to the state in which it would have been had the defective Payment Transaction not taken place.
 - (e) The obligation under this clause shall not apply to the Bank, as the Payment Service Provider of the Payer, where the Bank proves that the Payee's Payment Service Provider has received the amount of the Payment Transaction.
 - (f) Where the Payment Order is initiated by or through the Payee, the Bank, as the Payee's Payment Service Provider, shall, regardless of liability under this clause 2.8.4, on request, make immediate efforts to trace the Payment Transaction and notify the Payee of the outcome, free of charge.
- 2.8.5.** Subject to clauses 2.8.1 to 2.8.4 above, the Bank is liable to its Clients for any charges for which they are responsible, and for any interest to which the Client is subject as a consequence of non-execution or defective, including late, execution of the Payment Transaction.
- 2.8.6.** For the purposes of this clause 2.8, a Payment Order for which execution has been refused by the Bank shall be deemed not to have been received by the Bank.
- 2.8.7.** Clause 2.8 does **not** apply to Payment Transactions in all currencies where the other party's Payment Service Provider is not in the UK or an EEA State or the where the other party's Payment Service Provider is in an EEA State but the transaction is not in Euro, in respect to those parts of the Payment Transactions, which are carried outside of the UK. In that case, the Client will not be entitled to redress under these provisions for non-executed or defective Payment Transaction.

2.9. BANK'S LIABILITY FOR NON-EXECUTION, DEFECTIVE OR LATE EXECUTION OF PAYMENT TRANSACTIONS WHERE THE CLIENT IS NOT A CONSUMER A MICRO-ENTERPRISE OR A CHARITY

Where the Client is not a Consumer a Micro-Enterprise or a Charity, the Client is fully and exhaustively liable for all and any damage that may arise as a result of non-executed or defective or late execution of Payment Transactions.

2.10. BANK'S LIABILITY FOR UNAUTHORISED PAYMENT TRANSACTIONS

2.10.1. Subject to the provisions of clauses 2.14.1 to 2.14.4, in the case of an unauthorised Payment Transaction, the Bank, as the Payer's Payment Service Provider:

- (a) Shall refund the Payer the amount of the unauthorised Payment Transaction immediately and in any event no later than by the end of the following Business Day, after becoming aware of the transaction, except where the Bank has reasonable grounds for suspecting fraud, and communicates those grounds to the relevant authorities.
- (b) Where applicable, the Bank shall restore the debited Payment Account to the state in which it would have been had the unauthorised Payment Transaction not taken place.

2.10.2. The aforementioned obligations of the Bank shall also apply where the Payment Transaction is initiated through a Payment Initiation Service Provider.

2.10.3. Clause 2.10 shall not apply to Low Value Payment Instruments that are used anonymously or where the Bank is not in a position for other reasons which are intrinsic to the Payment Instrument to prove that a Payment Transaction was authorised. In that case, the Client is fully and exhaustively liable for all and any damage that may arise as a result of the unauthorised Payment Transaction.

2.11. LIABILITY OF THE CLIENT, BEING A CONSUMER MICRO-ENTERPRISE OR CHARITY, FOR UNAUTHORISED PAYMENT TRANSACTIONS

2.11.1. Irrespective of clause 2.10 above, the Client/Payer is liable for all and any damage, **up to a maximum amount of thirty five (35) Pounds**, relating to any unauthorised Payment Transactions resulting from the use of a lost or stolen Payment Instrument or from the misappropriation of a Payment Instrument, unless:

- (a) the Client could not detect the loss, theft or misappropriation of the Payment Instrument prior to the payment, except where the Payer has acted fraudulently; or
- (b) the damage was caused by acts or lack of action of an employee, agent or Banking Centre of the Bank or of an entity which carried out activities on its behalf.

Clause 2.11.1 does not apply to Low Value Payment Instruments that are used anonymously or where the Bank is not in a position for other reasons, which are intrinsic to the Payment Instrument to prove that a Payment Transaction was authorised. In that case, the Client is fully and exhaustively liable for all and any damage that may arise as a result of the unauthorised Payment Transaction.

2.11.2. Irrespective of clause 2.11.1 above, the Client/Payer is liable for **all and any damage**, and the aforementioned amount of thirty five (35) Pounds does not apply, in respect of any unauthorised Payment Transactions, provided that:

- (a) the Client has acted fraudulently; or
- (b) the Client has failed to fulfil one or more of the obligations set out in clause 2.16.1 with intent or gross negligence.

2.11.3. Where the Bank, as the Payer's Payment Service Provider, does not require Strong Customer Authentication, the Client/ Payer shall not be liable for any and all damage, unless the Client has acted fraudulently.

2.11.4. Where the Payee or the Bank, as the Payment Service Provider of the Payee, fails to accept strong customer authentication, the Payee or the Bank, as the Payment Service Provider of the Payee, shall refund the damage caused to the Payer's Payment Service Provider.

2.11.5. The Client, acting as the Payer, shall not be liable for any and all damage resulting from use of the lost, stolen or misappropriated Payment Instruments after notification in accordance with clause 2.16.1(b) herein, except where the Client has acted fraudulently.

2.11.6. Where the Bank, as Payer's Payment Service Provider, does not provide appropriate means for the notification at all times of a lost, stolen or misappropriated payment instrument, as required under clause 2.16.2(c), the Client, as the Payer, shall not be liable for any and all of the damages resulting from use of that Payment Instrument, except where the Payer has acted fraudulently.

2.11.7. The provisions of clauses 2.11.5 and 2.11.6, above, do not apply to Payment Transactions executed by and through a Low Value Payment Instrument, where:

- (a) it is used anonymously; or
- (b) the Bank is not in a position for other reasons which are intrinsic to the Payment Instrument to prove that a Payment Transaction was authorised

In the above events, the Client is fully and exhaustively liable for all and any damage that may arise as a result of the use of a lost or stolen Payment Instrument or from the misappropriation of a Low Value Payment Instrument.

2.12. LIABILITY OF THE CLIENT, NOT BEING A CONSUMER, FOR UNAUTHORISED PAYMENT TRANSACTIONS

Where the Client is not a Consumer a Micro-Enterprise or a Charity, the Client is fully and exhaustively liable for all and any damage that may arise as a result of the unauthorised use of a lost or stolen Payment Instrument or from the misappropriation of a Low Value Payment Instrument or where the Client has acted fraudulently or has failed to fulfil one or more of the obligations set out in clause 2.16.1 with intent or gross negligence.

2.13. LIABILITY IN RESPECT OF INCORRECT UNIQUE IDENTIFIERS

2.13.1. As a general rule, where the Payment Order is executed in accordance with the Unique Identifier, the Payment Order shall be deemed to have been executed correctly with regard to the Payee specified by the Unique Identifier.

2.13.2. Where the Unique Identifier provided by the Client is incorrect, the Bank shall not be liable for non-execution or defective execution of the Payment Transaction and the Bank has the right to charge the Client for any measures that may be undertaken by the Bank to recover the funds. The Bank's charges for this will be communicated before the Bank takes any action.

2.13.3. Subject to clause 2.13.2, above, the Bank:

- (a) As the Payment Service of the Payer, shall make reasonable efforts to recover the funds involved in the Payment Transaction. Where the collection of funds is not possible, the Bank, as the Payment Service of the Payer, shall provide to the Client, upon written request (which can be made by email to the registered address), all relevant information available to the Bank and relevant to the Client for filing a legal claim to recover the funds.
- (b) As the Payment Service Provider of the Payee, the Bank shall cooperate in the efforts for the recovery of the funds, *inter alia*, by communicating to the Payer's Payment Service Provider all relevant information for the collection of funds.

2.13.4. Where the Client provides information in addition to the information or Unique Identifier required for the correct execution of a Payment Order, the Bank shall be liable only for the execution of Payment Transactions in accordance with the Unique Identifier provided by the Client.

2.14. RECTIFICATION OF UNAUTHORISED OR INCORRECTLY EXECUTED PAYMENT TRANSACTIONS AND REFUNDS

2.14.1. Provided that the Client is a Consumer Micro-Enterprise or Charity, the Bank shall provide redress in the case of an unauthorised Payment Instruction or the non-execution or defective or late execution of a Payment Transaction only where the Client notifies the Bank on becoming aware of any such transaction giving rise to a claim under the Law or these Specific Terms, without undue delay, and **no later than 13 months** after the debit date. Such notification shall be made by [contacting the Bank using one of the contact methods in clause 1.23 above].

2.14.2. The notification time limit of 13 months, as above, does not apply where the Bank has failed to provide or make available information about the Payment Transaction, in accordance with the Law.

2.14.3. Where the Client is not a Consumer Micro-Enterprise or Charity, the notification time limit shall be two (2) weeks instead of 13 months.

2.14.4. Where an unauthorised or incorrectly executed Payment Transaction was initiated by the Client, as the Payer, through a Payment Initiation Service Provider, the Client shall obtain redress from the Bank.

2.14.5. Provided that the Client, as the Payer, is a Consumer Micro-Enterprise or Charity, in respect of **authorised** Payment Transactions which were initiated **by or through a Payee** and which **have already been executed**:

- (a) The Client is entitled to a refund from the Bank of an authorised Payment Transaction which was initiated by or through a Payee and which has already been executed, provided that both of the following conditions are met:
 - (i) the authorisation did not specify the exact amount of the payment transaction when the authorisation was made; and

- (ii) the amount of the Payment Transaction exceeded the amount the Client could reasonably have expected taking into account the previous spending pattern, the conditions in these Specific Terms and relevant circumstances of the case. It is understood that the Client shall not rely on currency exchange reasons if the Reference Exchange Rate agreed with the Bank was applied.

- 2.14.6.** For the purposes of clause 2.14.5 above, the Bank may require the Client to provide such information as is reasonably necessary to prove that the aforementioned conditions are met.
- 2.14.7.** The refund shall consist of the full amount of the executed Payment Transaction and the credit Value Date for the Client's Payment Account shall be no later than the date the amount was debited.
- 2.14.8.** The Client shall **not** be entitled to a refund where:
- (a) consent to execute the Payment Transaction was given directly to the Bank by the Client; and
 - (b) where applicable, information on the future Payment Transaction was provided or made available in an agreed manner to the Client for at least 4 weeks before the due date by the Payment Service Provider or by the Payee.
 - (c) The Client, as the Payer, is entitled to request the refund referred to in clauses 2.14.5.(a) to 2.14.4.7 above, of an authorised Payment Transaction initiated by or through a Payee for a period of **8 weeks** from the date on which the funds were debited. In that case, **within 10 business days** of receiving a request for a refund, the Bank shall (a) either refund the full amount of the Payment Transaction or (b) provide a justification for refusing the refund and indicate the bodies to which the Client may refer the matter, should the Payer not accept the reasons provided.
 - (d) The right of the Client, as the Payer, to request a refund as in clauses 2.14.5.(a) to 2.14.7 above does not apply to Payment Transactions in all currencies where the other party's Payment Service Provider is not in the UK or an EEA State or the where the other party's Payment Service Provider is in an EEA State but the transaction is not in Euro, in respect to those parts of the Payments Transactions which are carried out in the UK.
- 2.14.9.** Where the Client is not a Consumer Micro-Enterprise or Charity, the Client is not entitled to request the refund of authorised Payment Transactions which were initiated by or through a Payee and which have already been executed.

2.15. EVIDENCE ON AUTHENTICATION AND EXECUTION OF PAYMENT TRANSACTIONS

- 2.15.1.** Where the Client **denies having authorised** an executed payment transaction **or** claims that the Payment Transaction was **not correctly executed**:
- (a) Where the Client is a Consumer Micro-Enterprise or Charity, the Bank shall bear the burden to prove that the Payment Transaction was authenticated, accurately recorded, entered in the accounts and not affected by a technical breakdown or some other deficiency of the service provided by the Bank. Where the Client is not a Consumer Micro-Enterprise or Charity/, the Client shall bear the burden to prove that the Payment Transaction was unauthorised or not correctly executed.
 - (b) Where the Payment Transaction is initiated through a Payment Initiation Service Provider, the burden shall be on the Payment Initiation Service Provider to prove that within its sphere of competence, the Payment Transaction was authenticated, accurately recorded and not affected by a technical breakdown or other deficiency linked to the payment service of which it is in charge.
 - (c) Where the Client is a Consumer Micro-Enterprise or Charity, the use of a Payment Instrument recorded by the Bank and/or the Payment Initiation Service provider, as appropriate, shall not in itself be sufficient to prove that the Payment Transaction was authorised by the Payer or that the Payer acted fraudulently or failed with intent or gross negligence to fulfil one or more of the obligations under clause 2.16.1, below. Where the Client is not a Consumer Micro-Enterprise or Charity, the use of a Payment Instrument recorded by the Bank and/or the Payment Initiation service Provider, as appropriate, shall in itself be sufficient to prove that the Payment Transaction was authorised by the Payer.
- 2.15.2.** Where the Client is a Consumer Micro-Enterprise or Charity, the Bank shall provide supporting evidence to prove fraud or gross negligence on part of the Client. Where the Client is not a Consumer Micro-Enterprise or Charity, the Client shall provide supporting evidence to prove that he has not committed fraud or gross negligence.
- 2.15.3.** Where the Payment Transaction is initiated through a Payment Initiation Service provider, the Payment Initiation Service provider shall provide supporting evidence to prove fraud or gross negligence on part of the Client.
- 2.15.4.** This clause 2.15 does not apply to Low Value Payment Instruments that are used anonymously or where the Bank is not in a position for other reasons, which are intrinsic to the Payment Instrument to prove that a Payment Transaction was authorised.

2.16. OBLIGATIONS AND RIGHTS IN RELATION TO PAYMENT INSTRUMENTS

2.16.1. Where the Client requests and, upon approval by the Bank, receives and/or is entitled to use a Payment Instrument, the Client shall:

- (a) Use the Payment Instrument in accordance with the terms and conditions governing the issue and use of the Payment Instrument, including the obligation to undertake any and every reasonable measure for the safe keeping of its Personalised Security Credentials, as prescribed in the Special Agreement and/or the terms and conditions of these General Terms. This includes the measures described in clause 3.2 below regarding the safekeeping of credentials relating to the Digital Banking Service;
- (b) Notify the Bank, or the entity specified by the latter, without undue delay on becoming aware of the loss, theft, misappropriation or unauthorised use of the Payment Instrument. Such notification can be made by phone or email, using one of the contact methods in clause 1.23 above. It is understood that this obligation does not apply to Low Value Payment Instruments that do not allow their blocking or prevention of their further use.

2.16.2. Where the Bank issues and concedes and/or permits the use of a Payment Instrument, the Bank shall:

- (a) ensure that the Personalised Security Credentials are not accessible to parties other than the Client that is entitled to use the Payment Instrument, without prejudice to the obligations on the Client pursuant to clause 2.16.1 above;
- (b) refrain from sending an unsolicited Payment Instrument, except where a Payment Instrument already given to the Client is to be replaced;
- (c) provide the Client with the appropriate means at any time to make a notification of the loss, theft, embezzlement, misappropriation or unauthorised use of Payment Instrument, pursuant to clause 2.16.1(b) above, without charging the Client for such a notification. Specifically, the Client may make such a notification by email to the email address of the Bank (customerservicesandpayments@eurobankpb.co.uk) or via telephone communication with the Bank (+44 (0) 2079738630). Furthermore, upon request, the Bank provides the Client with the means to prove, within 18 months of the notification, that the Client made such notification;
- (d) prevent all use of the Payment Instrument once notification pursuant to clause 2.16.1(b) has been made;
- (e) inform the Client of the blocking of the Payment Instrument and the reasons for it, where possible, before the payment instrument is blocked and at the latest immediately thereafter, unless providing such information would compromise objectively justified security reasons or is prohibited by Applicable Law. Such information shall be provided orally or in writing and/or by postal services, telephone, email, in the Bank's discretion;
- (f) ensure that appropriate means are available at all times to enable the Client to request unblocking of the Payment Instrument. Specifically, the Client may submit the said request orally, or in writing and/or by postal services, telephone, email. It is understood that this obligation does not apply to Low Value Payment Instruments that cannot be blocked or its further use cannot be prevented;
- (g) unblock the Payment Instrument or replace it with a new Payment Instrument once the reasons prescribed in clause 2.16.4 no longer exist;
- (h) bear the risk of sending a Payment Instrument or any Personalised Security Credentials relating to it to the Client.

2.16.3. Where the provisions of clause 2.16.1(b) are applicable, the Bank may charge replacement costs directly attributed to the Payment Instrument.

2.16.4. The Bank reserves the right to block the Payment Instrument for reasonable reasons relating to the security of the Payment Instrument, the suspicion of unauthorised or fraudulent use of the Payment Instrument or, in the case of a Payment Instrument with a credit line, where the risk of the Client failing to repay his debt is considerably increased. The circumstances in which the Bank may block access to Digital Banking Services are set out in section 3 below.

2.17. TERMS & CONDITIONS FOR PAYMENT INITIATION AND ACCOUNT INFORMATION SERVICES

2.17.1. The Bank ensures that the Client has the right to make use of Payment Initiation Services and Account Information Services, provided that all following conditions are cumulatively met:

- (a) the Payment Account is accessible online;
- (b) the Client has granted explicit consent for such services.

- 2.17.2.** The Bank ensures that the Account Information Service providers and Payment Initiation Service Providers shall request and receive information on one or more designated Payment Accounts and associated Payment Transactions, based on the consent of the Client.
- 2.17.3.** The Bank shall communicate securely with Payment Initiation Service Providers and Account Information Service Providers, in accordance with the technical standards referred to in Regulation 106A of the Law. The Bank shall, immediately after receipt of the Payment Order from the Payment Initiation Service Provider, provide or make available all information on the initiation of the Payment Transaction and all information accessible to the Bank regarding the execution of the Payment Transaction to the Payment Initiation Service Provider.
- 2.17.4.** The Bank shall ensure that the dedicated interface offers at all times the same level of availability and performance, including support, as the interfaces made available to the Client for directly accessing its Payment Account online.
- 2.17.5.** For the purposes of authentication of the Client, the Account Information Service Providers and Payment Initiation Service Providers shall rely on all the authentication procedures provided by the Bank to the Payment Service user.
- 2.17.6.** The Bank shall treat Payment Orders transmitted through a Payment Initiation Service Provider and Account Information Service Provider in the same way as if they had been received directly from the Client other than for objective reasons. Particularly in the case of a Payment Initiation Service Provider, such reasons shall relate to, in particular, terms of timing, priority or charges vis-à-vis Payment Orders transmitted directly by the Payer.
- 2.17.7.** The Bank reserves the right to deny an Account Information Service Provider or a Payment Initiation Service Provider access to a Payment Account for reasonably justified and duly evidenced reasons relating to unauthorised or fraudulent access to the Payment Account by that Account Information Service Provider or that Payment Initiation Service Provider, including the unauthorised or fraudulent initiation of a Payment Transaction.
- 2.17.8.** Where the Bank denies an Account Information Service Provider or a Payment Initiation Service Provider access to a Payment Account, the Bank shall inform the Client that access to the Payment Account is denied and the reasons therefor, where possible, before access is denied and at the latest immediately thereafter, unless providing such information would compromise objectively justified security reasons or is prohibited by Applicable Law. Such information shall be provided by telephone, or in writing and/or by postal services, or email, at the Bank's discretion.
- 2.17.9.** The Bank shall allow access to Account Information Service Provider or a Payment Initiation Service Provider to the Payment Account, as above, once the reasons for denying access no longer exist.
- 2.18. CLIENT AUTHENTICATION**
- 2.18.1.** The Bank shall apply Strong Customer Authentication (SCA) where the Payer:
- (a) accesses its Payment Account online;
 - (b) initiates an electronic Payment Transaction;
 - (c) carries out any action through a remote channel which may imply a risk of payment fraud or other abuses.
- 2.18.2.** With regard to the initiation of electronic Payment Transaction (as referred to in clause 2.18.1 (b)), the Bank shall apply SCA that includes elements which dynamically link the transaction to a specific amount and a specific payee for electronic remote Payment Transactions.
- 2.18.3.** The Bank shall apply Strong Customer Authentication, as per clause 2.18.1 above, by having in place adequate security measures to protect the confidentiality and integrity of the Client's personalised security credentials.
- 2.18.4.** Provided that the conditions specified in clause 2.18.1 above are met, clauses 2.18.2 and 2.18.3 shall apply where a Payment Transaction is initiated through a Payment Initiation Service Provider and clause 2.18.1 and 2.18.3 shall apply where information is requested through an Account Information Service provider.
- 2.18.5.** The Bank shall allow Payment Initiation Service Providers and Account Information Service providers to rely on the authentication procedures provided by the Account servicing Payment Service Provider to the Payment Service user in accordance with clause 2.18.4.
- 2.19. CHARGES**
- 2.19.1.** Depending on the type of the Client's Payment Account to be credited or debited, the corresponding interest rate and the exchange rate that will be applied by the Bank shall apply as provided in the Special Agreements for each type of Payment Account or as prescribed in the Bank's Fee & Charges Schedule.
- 2.19.2.** Where a Reference Interest Rate or Reference Exchange Rate is used and applied, information concerning this (including the method of calculating the actual interest and the relevant date and index or base for determining such Reference Interest Rate or Reference Exchange Rate) shall be provided in the Special Agreements/instruction forms that are signed by the Client. Changes in the interest or exchange rates that are based on the Reference Interest Rate or Reference Exchange Rates, shall apply immediately and without notice where such changes are based on the

reference interest or exchange rate information which has been provided to the Client. Information regarding changes of the Reference Interest Rate and Reference Exchange Rate is available to the Client at all of the Bank's Banking Centres and at the Bank's Website.

- 2.19.3.** The Payee shall not request charges from the Payer for the use of Payment Instruments.
- 2.19.4.** Where the Client is a Consumer Micro-Enterpriser or Charity, the Bank shall not charge the Client for fulfilment of its information obligations or corrective and preventive measures under the Law, unless otherwise specified within these Specific Terms. Where the Client is not a Consumer Micro-Enterprise or Charity, the Bank reserves the right to levy such charges.
- 2.19.5.** For Payment Transactions provided within the UK, where both the Payer's and the Payee's Payment Service Providers are, or the sole Payment Service Provider in the Payment Transaction is, located therein, the Payee pays the charges levied by his Payment Service Provider, and the Payer pays the charges levied by his Payment Service Provider. This term shall not apply to Payment Transactions where only one of the Payment Service Providers is located within the UK, in respect to those parts of the Payments Transactions which are carried out in the UK.
- 2.19.6.** The following apply in respect of amounts transferred and amounts received:
- (a) The Payment Service Provider of the Payer, the Payment Service Provider of the Payee and any intermediaries of the Payment Service Providers shall transfer the full amount of the Payment Transaction and refrain from deducting charges from the amount transferred.
 - (b) It is agreed that the Bank, as the Payee's Payment Service Provider, shall deduct its charges from the amount transferred before crediting it to the Payee and that the full amount of the Payment Transaction and charges shall be separated in the information given to the Payee.
 - (c) Where any charges other than those referred to in point (b) above are deducted from the amount transferred:
 - (d) where the Payment Transaction is initiated by the Payer, the Bank, as the Payment Service Provider of the Payer shall ensure that the Payee receives the full amount of the Payment Transaction, and
 - (e) where the Payment Transaction is initiated by or through the Payee, the Bank, as the Payment Service Provider of the Payee shall ensure that the full amount of the Payment Transaction is received by the Payee.

This clause 2.19.6 shall not apply (a) to Payment Transactions where both the Payer's Payment Service Provider and the Payee's Payment Service Provider are, or the sole Payment Service Provider in the Payment Transaction is, located within the UK and the transaction relates to a currency other than Sterling or Euro, in respect to those parts of the Payments Transaction which are carried out in the European Union; and (b) to Payment Transactions where the other party's Payment Service Providers is not located within the UK, and the Transaction is not one which is executed in Euro with a Payment Service Provider located in an EEA State, in respect to those parts of the Payment Transactions which are carried out in the UK.

- 2.19.7.** Where, for the use of a Payment Instrument, the Payee offers a reduction, the Payee shall inform the Payer thereof prior to the initiation of the Payment Transaction. It is provided that the Bank shall not prevent the Payee from requesting from the Payer a charge, offering him a reduction or otherwise steering him towards the use of a given Payment Instrument.
- 2.19.8.** Where, for the use of a particular Payment Instrument, the Bank, as the Payment Service provider of the Payer, levies a charge, it shall inform the Client thereof prior to the initiation of the Payment Transaction. The Payer shall only be obliged to pay for such charges if the full amount was made known prior to the initiation of the Payment Transaction.

2.20. CURRENCY AND CURRENCY CONVERSION

- 2.20.1.** Payments shall be made in the currency agreed between the Bank and the Client.
- 2.20.2.** Where the conversion of currency is required for the execution of a Payment Transaction, unless otherwise agreed between the Bank and the Client, this shall be made with the conversion rate (exchange rate) being the selling rate or accordingly, buying rate of the Bank on the date of execution of the Payment Order by the Bank and for the calculation of which the Reference Exchange Rate on the date of execution of the Payment Order is used as a basis. Exchange rate information is available to the Clients at all of the Banking Centers of the Bank and at the Bank's Website.
- 2.20.3.** Where a currency conversion is offered prior to the initiation of the Payment Transaction at an ATM, at the point of sale or by the Payee, the Bank shall disclose to the Payer all charges as well as the exchange rate to be used for converting the Payment Transaction and the Payer shall agree to the currency conversion service on that basis.

2.21. DURATION AND LANGUAGE OF THE SPECIFIC TERMS RELATED TO PAYMENT SERVICES

- 2.21.1.** These Specific Terms will commence on the date the Client's Account is opened, which will be communicated to the Client and is of indefinite duration until its termination according to its terms.

2.21.2. These Specific Terms related to Payment Services are drafted in the English and any communications with or notifications to the Bank shall be made in the English language.

2.22. AMENDMENT

2.22.1. The Bank reserves the right, at any time, to amend the terms and content of these Specific Terms and/or of the documents that contain the information that the Bank is required to provide or make available to the Client and/or of any agreements regarding Payment Accounts and/or Services falling within the scope of these Specific Terms and/or the Law, by giving a two (2) months' notice before the proposed date of application of the said amendments. Notice for such amendments may be given in any manner the Banks deems appropriate, in accordance with clause 2.22.3, below.

2.22.2. Where the Bank notifies the Client of an amendment of these Specific Terms and/or of the documents that contain the information and/or of any agreements regarding Payment Accounts and/or Services falling within the scope of these Specific Terms and/or the Law, as above, the Client has the right to terminate and/or withdraw from these Specific Terms and, provided that the Client is a Consumer Micro-Enterprise or Charity, free of charge, by giving notice the Bank accordingly and with effect at any time until the date when the changes would have applied. Otherwise, and, in particular where the Client does not notify the Bank before the proposed date of the entry into application of such changes that he shall terminate and/or withdraw from these Specific Terms and/or from any agreements regarding services falling within the scope of these Specific Terms and/or the Law, the said amendment and/or review shall be binding upon the Client and the use of the Payment Account after the entry into application of such changes shall be deemed to have been accepted by the Client the terms as amended and shall be bound by them.

2.22.3. Such notice of any amendments, as above, shall be deemed to have been given to the Client if it is personally delivered to the Client or via regular postal service at the last known address of the Client or by email at the last known email address of the Client or by the ERB Alerts Service or via other service and/or in any other way which the Bank considers appropriate each time and such communication by the Bank for amendment of the General Terms shall be deemed to be considered as an effective way of communication of the relevant amendment to the Client.

2.23. TERMINATION

2.23.1. Where the Client is a Consumer Micro-Enterprise or Charity and this Specific Terms related to Payment Services were entered into before 28 April 2026, the Bank reserves the right to terminate these Specific Terms and/or any agreements regarding Payment Accounts and/or Services falling within the scope of these Specific Terms and/or the Law by giving a two months' notice of the termination of specific account(s) and/or services. Where the Client is a Consumer Micro-Enterprise or Charity and this Specific Terms related to Payment Services were entered into on or after 28 April 2026, the Bank will provide the Client with a notice of termination at least 90 days before the termination is to take effect which will explain the reasons for termination which is sufficiently detailed and specific to allow the Client to understand why the Bank is terminating, advise the Client of how a complaint against the termination may be made to the Bank and the Client's rights to make a complaint to the Financial Ombudsman Service. Where the Client is not a Consumer, or where it is so imposed/allowed/not prohibited under any law, the Bank shall terminate this Agreement and/or any agreements regarding Payment Accounts and/or Services falling within the scope of these Specific Terms and/or the Law with shorter or without notice.

2.23.2. Where the Client wishes to terminate these Specific Terms and/or any Payment Accounts and/or Services falling within the scope of these Specific Terms and/or the Law, then the Client must provide the Bank with a written termination notice, giving at least a month's notice. In such case, the Client must return to the Bank any Payment Instrument provided to him and fully settle all balances owed to the Bank including interest, fees, expenses and charges up to the day of repayment.

2.23.3. Termination of these Specific Terms and/or any Payment Accounts and/or Services falling within the scope of these Specific Terms and/or the Law shall be free of charge for the Client, where the contract has been in force for more than 6 months. If the contract has been in force for less than 6 months, the Client shall be charged for such termination, as provided in the Bank's Fee & Charges Schedule.

2.23.4. Where the Client is a Consumer Micro-Enterprise or Charity, charges for Payment Services levied on a regular basis shall be payable only proportionally up to the termination of the contract and/or service and if such charges were paid in advance, they shall be reimbursed proportionally. Where the Client is not a Consumer Micro-Enterprise or Charity, such charges will be payable for the duration of the current year and, if such charges were paid in advance, those shall not be reimbursed.

2.23.5. It is understood that any rights of withdrawal of the Client under any law are not affected and that the provisions of UK law on void and unenforceable contracts shall apply.

2.24. COMMUNICATION OF INFORMATION AND NOTIFICATIONS

2.24.1. The communication of information and notifications within the scope of the Law shall be undertaken by the Bank as follows: via written notifications and communications and/or by postal services or the Digital Banking Services, where the Client has subscribed to this service, or by telephone or email or statement(s) of the Payment Account(s) and/or documentation that shall be available at the Bank's Banking Centers and Webpage. Where required by the Law in

respect of a particular communication, that communication shall be given on in a Durable Medium, in easily understandable language and in a clear and comprehensible form, and in English.

- 2.24.2.** In the event of actual or suspected fraud or security threats, the Bank will contact the Client by phone or via email at the registered contact details.
- 2.24.3.** In respect of the General Terms (including the Specific Terms), the Bank's Fee & Charges Schedule and the Cut-off Times Table, copies thereof are made available to the Client before the execution of these Specific Terms and the Client has the right to receive, on request, new copies thereof on paper or on another Durable Medium, at any time. Furthermore, they are available at the Bank's Branches and Webpage.
- 2.24.4.** Where the Client is a Consumer Micro-Enterprise or Charity, the information that the Bank is required to provide to the Client at least on a monthly basis, free of charge, shall be provided in one of the following manners: (a) in the case which the Client is a subscriber to the Digital Banking Services, the monthly statement of the Payment Account(s) will be available through the Digital Banking Services and in which case the Client will be able to print or save and reproduce such monthly statement, or (b) in the case which the Client is not a subscriber to the Digital Banking Services the Client may receive the monthly statement in printed form. Where the Client requests from the Bank more or more frequent information or the communication of the said information in another manner, it is agreed that the Bank reserves the right to levy charges for the communication of such information, as prescribed in the Bank's Fee & Charges Schedule, as amended from time to time.
- 2.24.5.** Where the Client is not a Consumer Micro-Enterprise or Charity, the information the Bank is required to provide or make available to the Client, shall be communicated to the Client at the frequency and in the manner agreed between the Client and the Bank. Moreover, it is agreed that the Bank reserves the right to levy charges for the communication of such information, as prescribed in the Bank's Fee & Charges Schedule, as amended from time to time.
- 2.24.6.** Before the execution of a Payment Transaction under these Specific Terms, the Bank shall make available to the Client, as the Payer, on request information on the maximum execution time, the charges payable by the Payer and, where applicable, a breakdown of the amounts of any charges.
- 2.24.7.** After the execution of a Payment Transaction under these Specific Terms, the Bank shall make available to the Client information in respect of each specific Payment Transaction in a Durable Medium at least once per month free of charge, such as, a reference enabling the Client to identify each Payment Transaction and (as and where appropriate) information relating to the Payee or Payer; the amount of the Payment Transaction in the currency in which the Payment Account is debited or credited (as appropriate); the amount of any charges for the Payment Transaction and where applicable a breakdown of charges and interest; where applicable, the exchange rate used and the amount of the transaction after (where the Client is the Payer) or before (if the Client is the Payee) that conversion; as well as the relevant Value Date.
- 2.24.8.** The Client has the right, at any time during the contractual relationship, to request and receive a copy of these Specific Terms and the information and conditions the Bank is required by the Law to provide to the Client, on paper or on another Durable Medium.

2.25. CLIENT INFORMATION CHANGES

- 2.25.1.** The Client undertakes the obligation to notify the Bank and/or, where applicable, the Payer or the Payee, in the case of changes to any information given/which may be given from the Client to the Bank, including, without prejudice to the generality of the above, information contained in a standing order or contact information.
- 2.25.2.** Where the Client has given any Payment Orders from or into his Payment Account, including standing orders, in case of change of the number of the relevant Payment Account, the Payment Order of the Client shall continue to be valid and shall be executed on such Payment Account under the new number.

2.26. FINAL PROVISIONS

- 2.26.1.** For the avoidance of doubt, clause 1.18. above on governing law/resolve of disputes shall also apply to Specific Terms related to Payment Services.
- 2.26.2.** Without prejudice to the provisions applicable in relation to anti-money laundering and counter-terrorist financing or any provision of Applicable Law, the Bank keeps records for the purposes of these Specific Terms for at least five years.

3. TERMS AND CONDITIONS OF USE OF THE DIGITAL BANKING SERVICES

3.1. ACCESS TO THE DIGITAL BANKING SERVICES

- 3.1.1.** Access to the Digital Banking Services is offered to the Digital Banking User subject to these Digital Banking Terms and to the rest of the General Terms that the Bank may or shall from time to time adopt and notify to the Digital Banking User and/or the Digital Banking Account Holder.

- 3.1.2.** The Digital Banking Account Holder or the Digital Banking User will use the Digital Banking User ID, Password and SMS OTP or Push Notification in order to have access to the Digital Banking Services and should not use them in other services or internet-based applications which are not related to the Bank.
- 3.1.3.** In the event that the Digital Banking Account Holder is a company or any other separate legal entity, the relevant application must be executed in accordance with a resolution of the relevant competent body.
- 3.1.4.** Digital Banking Instructions given to the Bank with the relevant application and/or any future Digital Banking Instructions related to the operation of the Digital Banking Account through the Digital Banking Services, apply only for transactions through the Digital Banking Services.
- 3.1.5.** The Bank shall be entitled at its absolute discretion but acting reasonably to approve or reject the relevant application for subscription to the Digital Banking Services, as it stands or with any modifications it may consider expedient.
- 3.1.6.** Subject to the provisions of clauses 2.16.2.(e) and 2.16.4 herein above, the Bank is entitled, for security reasons, whenever it deems necessary, to cancel the Digital Banking User's Password and/or PIN and/or access to Digital Banking Services and to supply the Digital Banking User with a new Digital Banking Service and/or Password and/or PIN.
- 3.1.7.** Subject to the relevant provisions of the Specific Terms relating to the Payment Services, where applicable, the Bank is not generally responsible if the Digital Banking User makes a transaction, for which the Bank has specified that in order to be executed it needs the use of a Digital Banking Security Authenticator. In case of disputing a transaction or in order to find out if the transaction was executed through the use of a Digital Banking Security Authenticator, the Account Holder may be obliged to provide the Bank with appropriate evidence which may include the Credential Id, through which the One Time Password was generated.
- 3.1.8.** In case that the Digital Banking User loses the Digital Banking Security Authenticator or if the use of the Digital Banking Security Authenticator is impossible due to any technical reason, the Digital Banking User should cancel the Digital Banking Security Authenticator immediately and to notify the Bank as soon as practicable and ask it to block his access to the respective service.
- 3.1.9.** The Digital Banking User undertakes to install on his computer appropriate software programs as well as antivirus programs, antispayware, firewalls etc. which are compatible with the Bank's system and under no circumstances should store programs that are not approved or have not received legal authorization for the specific installation.
- 3.1.10.** The Digital Banking User is obliged to make transactions in accordance with the Instructions for Use. The Digital Banking User is also responsible to enter clear, exact and complete Instructions; otherwise, the Bank is not obliged to complete them and shall notify the Digital Banking Account Holder accordingly. It is provided that, in respect of Payment Transactions and/ or Payment Orders, the Digital Banking User shall provide all information and correct details requested by the Digital Banking Services. Such details shall include, but are not limited to, the details of the recipient's bank, SWIFT Bank Identifier Code (BIC), address, sort code or national bank code, the recipients' bank account number or International Bank Account Number (IBAN) if making a Euro zone payment or paying a bank in the EU/EEA the amount of the payment, the name and address of the recipient to whom the payment is made and any reference for the transaction if applicable.
- 3.1.11.** Since the provision of financial and/or banking services through distance and the encrypted communication through electronic services is regulated differently in each country and the Bank's Webpage is accessible from any country in the world, except in the case of a Consumer Micro-Enterprise or Charity, the Digital Banking Account Holder and the Digital Banking User are obliged to be informed and to comply with all rules and regulations that apply and are in force in the country in which they reside. All Digital Banking Account Holder and the Digital Banking Users shall comply with any reasonable instructions given by the Bank in order to ensure compliance with overseas legal or regulatory requirements.
- 3.1.12.** The Bank shall adopt security measures in accordance with the regulatory technical standards referred to in Article 98(1)(d) of Directive (EU) 2015/2366 and adopted in accordance with Article 98(4) of the aforesaid Directive. It is provided that this term shall enter into application on the entry into force of the aforesaid regulatory technical standards.
- 3.1.13.** In the case of the use of a mobile device, the Digital Banking User acknowledges that the security of transactions is linked with and may be affected by the level of security of the mobile device itself. For example, if the access to Digital Banking requires identification of the Digital Banking User with Biometric Data, the accuracy and robustness of the identification is based on the level of precision and security of the mobile device.
- 3.2. OBLIGATIONS OF THE ACCOUNT HOLDER AND SECURITY:**
- 3.2.1.** The Digital Banking User shall never disclose his Personalised Security Credentials to any third person.
- 3.2.2.** The Digital Banking User must keep the Personalised Security Credentials in a safe place. Indicatively, the Digital Banking User shall not write down the Personalised Security Credentials in any way that can be understood by someone else, shall destroy the documents by which the Personalised Security Credentials were notified to him immediately after receiving them, shall not record the Digital Banking User ID and PIN and/or Password on any software

which saves them automatically, except the ones that the Bank provides. Additionally, the Digital Banking User shall avoid using a PIN or Password that may be easily determined such as birth dates, telephone numbers etc.

- 3.2.3.** In case the Digital Banking User knows or suspects that any third party knows or may know his Personalised Security Credentials or the Digital Banking User notices any irregular or unauthorised transaction or any other irregularity in the operation of his Digital Banking Account by the Bank, he must inform the Bank - immediately and without any delay, by:
- Contacting his/her account officer;
 - Sending a secure message from his/her Digital Banking;
 - Sending the Bank an e-mail to: customerservicesandpayments@eurobankpb.co.uk ;
 - Calling the Bank at (+44) (0) 2079738630.

Subject to the relevant provisions of clause 2.17 herein above, once the Bank is notified, then the Bank shall not provide access to the Digital Banking Account via the Personalised Security Credentials and the Digital Banking Account Holder and/or the Digital Banking User must apply for new Personalised Security Credentials.

- 3.2.4.** The Digital Banking Account Holder and/or Digital Banking User will cooperate with the Bank and give to the Bank all the information that they know regarding the circumstances under which the Personalised Security Credentials were lost, stolen or misused or disclosed. In the event that there have been any unauthorised transactions and/or an APP Scam has taken place on the Digital Banking Account that is a Payment Account, the Client may be entitled to a refund under the terms of these General Terms (including the Specific Terms), and any such provisions of the General Terms or the Specific Terms regarding the provision of information will apply.
- 3.2.5.** The Digital Banking Account Holder must, at his own expense, acquire and maintain in operation a computer and/or telephone and/or any other equipment necessary for accessing the Digital Banking Services, to pay any subscription fees required for connection to the internet and will be responsible for maintaining the aforementioned and/or other similar equipment in good working condition on the basis of any requirements made from time to time by the Bank. The Digital Banking Account Holder is responsible for disconnecting from any equipment used for access to the Digital Banking Services and disconnecting from the web page of the Digital Banking Services before leaving such equipment unattended or before allowing anyone to use this equipment. The Digital Banking Account Holder recognises that, in case that he or the Digital Banking User use any equipment except those indicated by the Bank from time to time, the security of his transactions may be affected, and unauthorised individuals may gain access to his Digital Banking Accounts.
- 3.2.6.** The Bank shall be entitled to introduce and/or adopt from time to time additional security codes and/or other reasonable security measures or procedures with which the Digital Banking User must comply as soon as the Digital Banking User is informed about them.
- 3.2.7.** The Digital Banking Account Holder must ensure that the Digital Banking User accepts and complies fully and at all times with these Digital Banking Terms. Furthermore, the Digital Banking Account Holder and/or the Digital Banking User shall comply with the Digital Banking Terms and all the Instructions for Use and/or guidelines to be issued by the Bank from time to time regarding the use and operation of the Digital Banking Services. By the present Digital Banking Terms, the Digital Banking Account Holder undertakes to indemnify the Bank fully for any loss that the Bank may suffer as a result of any Instruction and/or action and/or omission on the part of the Digital Banking User, unless otherwise provided in these Digital Banking Terms or in the rest of the General Terms. An indemnity will only be required from a Digital Banking Account Holder who is a Consumer, Micro-Enterprise or Charity where it is reasonable in the circumstances and consistent with the provisions of Applicable Law.
- 3.2.8.** The Digital Banking Account Holder must check the correctness of all statements and other information provided to the Account Holder by the Bank.
- 3.2.9.** The Digital Banking Limit is, at all times, subject to the Bank's discretion and may be amended by the Bank from time to time. The Bank will endeavour to give reasonable notice of any changes, but may make changes to the Digital Banking Limits without prior notice to the Digital Banking Account Holder and/or Digital Banking User where this is reasonably required in the circumstances such as for security reasons or where necessary to comply with Applicable Law.
- 3.2.10.** The Digital Banking User must:
- (a) use any Payment Instrument in accordance with the terms governing their issue and use and, more specifically, take reasonable measures for the safe keeping of the any Personalised Security Credentials and means which allow the use of the Digital Banking Services, as described in clause 3.2.2 above;
 - (b) inform the Bank as soon as practicable in accordance with the provisions of clause 3.2.3 herein above;
 - (c) not record the Personalised Security Credentials in an easily recognizable form, especially, on the means of electronic payment or on any other object that he keeps or carries with the means of electronic payment.

3.3. AUTHORITY TO THE BANK AND LIABILITY

- 3.3.1.** Subject to the relevant provisions of the Specific Terms relating to Payments Services , where applicable, the Digital Banking Account Holder hereby authorises the Bank to accept and execute any Digital Banking Instructions given by the Digital Banking User through the Digital Banking Services by the use of the Digital Banking User's Payment Instrument, or by the use of any other procedures and/or safety codes, as these may be reasonably determined by the Bank from time to time, without taking further steps to ensure that the Digital Banking Instructions or requests are genuine. The Digital Banking Account Holder agrees that the use of the Payment Instrument will have the same effect as his/her signature.
- 3.3.2.** Subject to the provisions of any other clause in the present Digital Banking Terms and/or the rest of the General Terms, the Bank may at any time and at its absolute discretion refuse to accept and execute any Digital Banking Instructions and/or provide any information and/or provide any service to the Digital Banking User if the Bank reasonably believes that the Digital Banking Instruction is irregular or unauthorised or unlawful beyond the limits mentioned in clause 3.5.2 herein below. Further, the Bank may not proceed a Payment Order if (i) there are not cleared funds in the Account or (ii) fraud prevention purposes exist or (iii) at the Bank's opinion the Account or the Payment Instrument has been or is likely to have been misused.
- 3.3.3.** The Digital Banking Account Holder hereby authorizes the Bank to send to the Digital Banking User the Personalized Security Credentials via e-mail or short message service (SMS), as per the contact details indicated in the signed Digital Banking application form.

3.4. BANK'S LIABILITY

- 3.4.1.** Where the Account Holder is a Consumer Micro-Enterprise or Small Charity, the Bank is liable for any loss over £35, which results during the period that starts at the time the Payment Instrument ceases to be in the possession or control of the Account Holder (or his authorized representative) and ends with the provision of a notice to the Bank, in accordance with the provisions of clause 3.2.3 or 2.16, that the Payment Instrument has been lost or stolen or they are in any other way exposed to misuse. Provided that the Account Holder is a Consumer, the Bank shall be liable for all any damage resulting from the use of a lost or stolen or misappropriated Payment Instrument within the aforesaid time frame, where the Account Holder or the Digital Banking User could not detect the loss, theft, or misappropriation of the Payment Instrument prior to the unauthorized Payment Transaction, and provided that he has not acted fraudulently, or the damage was caused by acts or lack of action of an employee, agent or Banking Centre of the Bank or of an entity to which its activities were outsourced. The notice by the Digital Banking User to the Bank is valid from the date of receipt by the Bank and in case it is given orally when recorded in the Bank's system. The Bank shall bear no liability, as above, where the Account Holder and/or the Digital Banking User notify the Bank of such damage after the time limit of 13 months from the date the Account was debited with the unauthorised Payment Transaction.
- 3.4.2.** Where the Account Holder is not a Consumer, he is fully and exhaustively liable for all and any damage that may arise as a result of the unauthorised use of a lost or stolen or misappropriated Payment Instrument, or where he has acted fraudulently, or has failed to fulfil one or more of his obligations prescribed by clause 3.2 herein above with intent or gross negligence.
- 3.4.3.** Except in the case of Clients who are entitled to refund in the event of an APP Scam, the Bank is released from any responsibility when the loss results from the use of the Payment Instrument by a person who obtained their possession or control with the express or implied consent of the Digital Banking User or because of the Digital Banking User's gross negligence or where the Digital Banking User and/or the Digital Banking Account Holder (or his authorised representative) acted fraudulently or with gross negligence.
- 3.4.4.** The Bank is responsible for ensuring the proper functioning of the Digital Banking Services, but shall not be responsible in case of interruption due to (i) force majeure, such as network delay or failure, or interruption of electricity or industrial action, or (ii) scheduled or unscheduled works for the maintenance or upgrade of the technological infrastructure, or (iii) wrong entering of data by the Digital Banking Account Holder and/or Digital Banking User or malfunctioning of the technological equipment used by the Digital Banking Account Holder and/or Digital Banking User and/or any third party.
- 3.4.5.** The Bank ensures the protection of the Digital Banking transactions by taking all measures required by Applicable Law. Subject to the relevant provisions of section 2 and clauses 1.24 and 3.4.1 above, the Digital Banking User acknowledges that the transmission of information via the internet is not completely secure and that the Bank cannot guarantee the nonexistence of viruses, and it shall not be responsible in case of data interception or damage caused to the Digital Banking User's equipment or software due to a virus.
- 3.4.6.** The Website may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates as well as third party websites to which the Bank has no affiliation. If the Digital Banking User follows a link to any of these websites, please note that these websites have their own privacy policies and that the Bank does not accept any responsibility or liability for these policies.
- 3.4.7.** The Bank is not responsible in case of non-execution or defective execution or delay in execution of an Instruction of the Account Holder and/or the Digital Banking User for the transfer of funds to a third bank, when this failure of execution or defective execution was due to that third bank (including, but not limited, to that of correspondent banks). The Account Holder may request the Bank to request the third bank to have the amount repaid, but the Bank does not

guarantee that such amount will be repaid. The Bank reserves the right to charge for its services for the recovery or attempted recovery under this clause.

3.4.8. Without prejudice to any of these Digital Banking Terms, any Payment Order and/or Payment Transaction is subject to any conditions provided in the Specific Terms relating to Payment Services and the provisions in these General Terms regarding reimbursement in the event of an APP Scam, and the Account Holder shall be entitled to any rights confirmed in the Specific Terms and the provisions in these General Terms regarding reimbursement in the event of an APP Scam.

3.5. TERMS IN ADDITION TO EXISTING TERMS AND CONDITIONS REGARDING OPERATION OF ANY ACCOUNT

3.5.1. Any other provision not provided for hereunder shall be construed subject to the relevant provisions of the rest of the General Terms.

3.5.2. It is provided that these Digital Banking Terms regulate and/or determine the corresponding responsibilities and obligations of the Bank, the Digital Banking Account Holder and the Digital Banking User in relation to use the Digital Banking Services and submission of Digital Banking Instructions through the Digital Banking Services. Save to the extent that these Digital Banking Terms provide otherwise, all the existing terms and conditions concerning the operation of any Digital Banking Account shall remain in full force and effect. Specifically, and without prejudice to the generality of the aforementioned:

- (a) The Digital Banking Account Holder and/or the Digital Banking User shall be bound to maintain the Digital Banking Account within the limits of any credit facility that may have been granted to the Digital Banking Account Holder by the Bank. The Bank shall have the absolute right to refuse to perform any transaction the result of which would be that the Digital Banking Account would exceed the limits of any credit facility granted to the Digital Banking Account Holder by the Bank. In case, for any reason, the Digital Banking Account exhibits a balance beyond the approved limit that has been granted to the Digital Banking Account Holder, the Digital Banking Account Holder shall bear responsibility to restore the balance to its limits immediately, whether the Bank requests so or not.
- (b) It is a condition for the successful execution of a future transaction through the Digital Banking Services that the Digital Banking Account Holder has sufficient available funds in his/her Digital Banking Account on the execution date of any transaction.
- (c) Any Digital Banking Instruction from a Digital Banking User via Digital Banking Services to withdraw money from any Digital Banking Account requiring a prior notice or that is a term deposit Account will be subject to the terms relating to withdrawals from that Account. This means that any Digital Banking Instruction for a withdrawal will result in an immediate transfer of funds which could result in penalties, charges or other outcomes which may not be optimal for the Client.

3.6. JOINT ACCOUNTS

3.6.1. In case two or more persons maintain a joint Account with the Bank, the joint Account may be automatically linked to the Digital Banking Services for the purpose of viewing information only whereas in case of full access to the Digital Banking Services such access will be granted pursuant to the joint Account holders mandate and/or at a later stage pursuant to the signing mandate of the joint Account (including, without limitation, where each of the Account holders can operate the joint Account solely) and/or by written application signed by all the Account holders, stating the names of the Digital Banking Users.

3.7. TIME OF PROCESSING OF TRANSACTIONS

The Bank shall process any Digital Banking Instructions received through the Digital Banking Services the soonest practicable. However, in case of Payment Orders the Bank shall process the Payment Order subject to the provisions of section 2 herein above, where applicable.

3.8. FOREIGN CURRENCY TRANSACTIONS

3.8.1. In case of immediate payments in foreign currency, the exchange rate to be used for the transaction will be the prevailing exchange rate and time on the date of the execution of the transactions as published and/or notified daily by the Bank at the Bank's Website.

3.8.2. A commission may be charged on the transaction amount according to the Bank's charging practice, as per the Bank's Fee & Charges Schedule, published and/or made available by the Bank as may be amended from time to time.

3.9. AVAILABILITY AND VARIATION OF SERVICE

3.9.1. Even though it is the Bank's intention that the Digital Banking Services will be available to Clients 24 hours a day, there will be occasions when due to technical, security, maintenance, industrial action, administrative or other reasons (whether within the control of the Bank or not) some or all of the services normally available through the Digital Banking Services will not be available. Accordingly, the Bank may, from time to time, without admitting any liability to the Digital

Banking Account Holder, temporarily suspend any or all of the services for such periods, giving notice as is appropriate and/or reasonably practicable in the circumstances, as the Bank shall determine.

3.9.2. Subject to the relevant provisions of the Specific Terms relating to the Payment Services and in particular, without limitation, clauses 2.16 and 2.23, the Bank shall be entitled, at any time, to withdraw, restrict and change the Digital Banking Account Holder's and/or the Digital Banking User's ability to use the Digital Banking Services or any part thereof where it is reasonable, proportionate and consistent with Applicable Law to do so. The services provided by the Digital Banking Services may be restricted by the Digital Banking Account Holder in connection with any Digital Banking User by written instructions from the former to the Bank. In case the Digital Banking User enters a wrong PIN number for three (3) successive times, then the service will be immediately suspended and no access will be allowed to the Digital Banking Accounts. In such case, the Digital Banking Account Holder shall communicate with the Bank – EUROBANK Digital Banking Support Service – in order to reactivate his access to the service.

3.9.3. The Bank has the right to ask the Digital Banking User to immediately stop using his/her Payment Instrument where it is reasonable, proportionate and consistent with Applicable Law to do so, and the Bank shall be entitled not to allow the use of any Payment Instrument, in accordance with the relevant provisions of clause 2.16.2 herein above.

3.9.4. The Bank shall be entitled to add to, restrict, amend or otherwise alter the services provided by the Digital Banking Services and to decide the hours and days during which the Digital Banking Services may be used. Any such changes will be consistent with the requirements of Applicable Law and the Bank shall endeavour to give reasonable prior notice of such changes to support good outcomes for Clients. It is provided that the present clause applies subject to the relevant provisions of the Specific Terms including, without limitation, clauses 2.16.2(e) and 2.23.

3.10. VARIATION AND TERMINATION OF THE TERMS

The Bank is entitled to amend, supplement or replace these Digital Banking Terms and/or the Instructions of Use or to terminate the provision of the Digital Banking Services, as provided by the terms of these General Terms above.

3.11. PROCEDURE FOR SOLVING COMPLAINTS AND DISPUTES

If the Digital Banking User believes that the Bank does not offer high standard of services or if the Digital Banking User believes that the Bank has made any mistake, the Digital Banking User must inform the Digital Banking Support Service (Helpdesk eBanking at the address eBanking@eurobankpb.lu), as soon as possible. If the Digital Banking User is not satisfied, he can submit a complaint as provided by clause 1.18.3 herein above.

3.12. CHARGES

The Digital Banking Account Holder shall pay any fees and/or charges imposed on him/her from time to time by the Bank for the services provided by the Digital Banking Services. Subject to Applicable Law and the provisions of any Special Agreement, the Digital Banking Account Holder authorises the Bank to charge any Account maintained with the Bank in his/her name, with the aforementioned fees and/or charges, as provided by the Bank's Fee & Charges Schedule and/or the Specific Terms, where applicable.

3.13. TYPES OF INFORMATION THE BANK COLLECTS

3.13.1. The Bank collects information through the Digital Banking Services in accordance with the Privacy Notice.

3.14. The Bank collects the client's email addresses and mobile phone numbers as part of the registration process to Digital Banking Services. The aforementioned personal information is required for delivering the username and password for accessing the Digital Banking Services.

3.15. Anonymous information means information that does not, directly or indirectly, identify and cannot reasonably be used to identify, a particular individual. Examples may include but are not limited to information about the Account Holder and User's Internet browser, screen resolution, operating system and information whether the mobile device is jailbroken or rooted. This information is used to ensure that the Digital Banking Services functions properly and for fraud detection purposes.

3.16. An IP address and Device ID are also collected and stored automatically in the Bank's systems whenever a user accesses the Digital Banking mob app service, along with the time of the visit. The Bank uses IP addresses and Device ID for purposes such as investigating potential malicious activities. The IP Address is also stored on Symantec servers for providing the OTP and Push Notification services and fraud detection mechanism. Symantec also processes the following information as part of the fraud detection services: Operating System, Browser Type, GPS Coordinates, application ID, device name, model, Wi-Fi and Bluetooth MAC address, SIM serial number and operator info, User ID.

3.16.1. Before installing the mobile application permissions are requested for accessing:

- (a) GPS coordinates so as to be able to show you the nearest Bank's Branches.
- (b) Phone contacts so as to be able to automatically contact the Bank.

3.17. COOKIES

- 3.17.1.** The Digital Banking Services use cookies as described in the in the [Cookie Policy](#) of the Bank, available at the Website and as this is amended from time to time.

3.18. INTELLECTUAL PROPERTY AND COPYRIGHT

- 3.18.1.** The access of the Digital Banking Account Holder and/or Digital Banking User to the Digital Banking Services and the use of the Bank's systems, based on these Digital Banking Terms, does not grant them any right on the Bank's industrial intellectual property and copyrights for which the Bank is the legal benefactor. Subject to the provisions of clause 3.15.2 below, any copy, deletion, reproduction, forgery, or imitation in any way, partly or wholly, in any form and with any means, and any violation of them by the Digital Banking Account Holder is an unlawful act and is strictly forbidden, and the Bank may take legal action against the Digital Banking Account Holder for doing so.
- 3.18.2.** The Digital Banking Account Holder and/or Digital Banking User has the right to print, copy and download or temporarily store from the Bank's Webpage, exclusively for the execution of the provided transactions or the lawful use of the Client's Account in accordance with the terms in place between the Digital Banking Account Holder and the Bank, part(s) of the Bank's Webpage. Any other use, as indicatively the linking of the Bank's Website to the website of a third party, is strictly forbidden and the Bank reserves the right to demand compensation for any damage it may incur, as well as compensations based on the provisions of clause 3.15.1 above.
- 3.18.3.** The Digital Banking Account Holder agrees that the use of the web pages of the Bank's Webpage is made for the sole purpose of performing bank transactions for himself. Therefore the Digital Banking Account Holder is obliged to refrain from any action which has the purpose of: a) the reverse engineering or the recreation of the Bank's source codes, or b) the unauthorised access of the Digital Banking Account Holder and/or Digital Banking User in any service, software, system, computer network, or Bank file or c) the attack to the Bank's Webpage and therefore to its systems in any way, as for example with the use of automatic methods.
- 3.18.4.** Copyright in the pages and in the screens displaying the pages, and in the information and material therein and in their arrangement, is owned by the Bank unless otherwise indicated.
- 3.18.5.** All information and materials contained in these pages are subject to change without any prior notice where the Bank is reasonable required to do so, unless otherwise specified in these Digital Banking Terms and/or the rest of the General Terms. Where a change may have a material impact on the use of an Account and/or the Digital Banking Services the Bank will, however, endeavour to give reasonable prior notice before making any such changes. Any changes to these General Terms or to any Special Agreement in place between the Customer and the Bank shall be made in accordance with the provisions of the General Terms or Special Agreement.

3.19. MISCELLANEOUS

- 3.19.1.** Subject to the relevant provisions of the Specific Terms related to Payment Services , where applicable, notwithstanding the death or incapacity of an Digital Banking User, the Bank shall be entitled to execute all the Digital Banking Instructions submitted with the use of any Payment Instrument, until the Bank receives proper written notice by post or by email to customerservicesandpayments@eurobankpb.co.uk of such death or incapacity.
- 3.19.2.** The Digital Banking Account Holder shall be bound to notify the Bank immediately of any change to his postal or e-mail address or telephone number, or any other details contained in the relevant application.
- 3.19.3.** The relationship between the Bank and the Client shall be governed by the laws of England & Wales. In all disputes, the English Courts shall have exclusive jurisdiction, unless the Bank chooses to bring an action against the Client before any other court having jurisdiction under ordinary rules of procedure in particular according to the applicable jurisdiction rules of the relevant European regulation or applicable convention.
- 3.19.4.** Hyperlinks to other internet resources are followed at the Digital Banking User's risk; the content, accuracy, opinions expressed and other links provided by these resources are not investigated, verified, monitored and /or endorsed by the Bank. The Bank may not be liable for any damages, losses or expenses which arise in connection to third party web sites.

4. PRIVACY NOTICE

Eurobank Private Bank Luxembourg S.A., London Branch (“the Bank”) wishes to inform you why and how the Bank collects and processes your personal data as well as of your rights under Data Protection Law.

The personal data the Bank collects depend on the services or products requested and agreed between you and the Bank from time to time as well as on the relationship you have with the Bank, for example, if you are:

- (a) the Bank’s client (existing or prospective);
- (b) a representative of a client of the Bank;
- (c) an officer, signatory, representative or related party or beneficial owner of a company which is the Bank’s client;
- (d) a guarantor or security provider to the credit facility granted to a Bank’s client;
- (e) a legal guardian of a minor.

For the purposes of this [Privacy Notice](#), accessible on the Bank’s Website, the terms “personal data”, “data” and “personal information” are used to refer to any information relating to you that identifies or may identify you, such as your name or contact details. The term “processing” is used to collectively refer to actions such as the collection, retention, use, disclosure, transfer, deletion or destruction of personal data.

1. WHO IS RESPONSIBLE FOR DATA PROCESSING?

Eurobank Private Bank Luxembourg S.A. acting through its London Branch, is authorised and regulated by the Commission de Surveillance du Secteur Financier (the “CSSF”) its successors, executors and/or assignees. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority (FRN 681820) and limited regulation by the Prudential Regulation Authority., with UK Est. No. BR017561 and with registered address at Devonshire House, 2nd Floor, 1 Mayfair Place, London W1J 8AJ.

If you have any questions or require further information, about how we use your personal information, you can contact our **Data Protection Officer (“DPO”)** by email at dpo@eurobankpb.lu or using the contact details under provided under section ‘Contact Us’ our website (<https://www.eurobankpb.lu/Contact>).

Eurobank Private Bank Luxembourg S.A. is part of Eurobank S.A. Group. Each entity of the Eurobank S.A. Group has its own separate privacy notice. Such entities maintain their own websites that may be linked to our website. If you are interested in learning about how such entities process your personal data, please refer to their corresponding privacy notices, which may be found on their websites.

2. HOW AND FROM WHICH SOURCES THE BANK COLLECTS YOUR PERSONAL DATA?

- (a) **Information You or Your Representative Provide:** The Bank collects information about you via the Bank’s account opening forms and/or other relevant forms and/or agreements for the establishment and carrying out a contractual relationship (including AML/KYC information). The same applies if you are a guarantor or have provided any type of security to the Bank to secure the obligations of a Bank’s client.
- (b) **Information obtained from Eurobank S.A. Group entities:** in the context of entering a contractual relationship with the Bank and the Eurobank S.A. Group and/or as allowed by the applicable law and/or to be in compliance with Eurobank’s S.A. Group policies and procedures.
- (c) **Information obtained from third parties:** The Bank receives information about you from third parties such as public and/or regulatory and/or supervisory authorities (such as the FCA, PRA, CSSF, the Luxembourg & UK Tax Authorities); credit reference bureaus; other non-affiliated entities with which we have a contractual relationship for the purposes of the provision of our services and products; other payment services institutions such as banks and other third parties you transact with (e.g. merchants); natural or legal persons acting as introducers; entities providing services and products for Know-Your-Client (KYC) and due diligence purposes etc.
- (d) **Information obtained from publicly available sources:** The Bank receives information about you from publicly available sources such as registries maintained by public and/or regulatory and/or supervisory authorities (such as the Companies Registry, the Bankruptcies and Liquidations Registries and the Intellectual and Industrial Property Registries, Land Registry Offices); lists and databases maintained by other entities including international organisations (such as sanctions lists and politically exposed persons (PEPs) lists); the media, the press and the internet.
- (e) **Information collected from your device:** Each time you visit the Bank’s Digital Banking Service and website, the Bank automatically collects technical information, including the public internet protocol (IP) address used to connect your device to the Internet, your login information, browser type, operating system, biometric data and device information.

- (f) **Information collected and/or obtained from electronic communication:** When you communicate with the Bank via telephone calls or video calls, the Bank automatically collects your telephone number and voice. When you communicate with our Bank via emails, the Bank automatically collects your email address and your public internet protocol (IP) address. When you communicate with our Bank via fax machines, the Bank automatically collects your fax number.

3. WHY THE BANK PROCESSES YOUR PERSONAL DATA?

(a) **For the performance of contractual obligations:**

The Bank collects and processes your personal data for:

- a) identification purposes during the pre-contractual and contractual relationship;
- b) carrying out the provision of banking services and other obligations to you;
- c) the provision of investment or ancillary services;
- d) granting a loan or credit facility;
- e) carrying out credit risk assessment.

(b) **For compliance with our legal obligations:**

The Bank is subject to various legal obligations such as:

- a) the prevention and suppression of money laundering and financing of terrorism ("AML");
- b) being in compliance with the obligations imposed by the applicable law, regulatory and supervisory as well as the decisions of any authorities (public, supervisory) or courts or other judicial and/or regulatory and/or supervising bodies.

(c) **For safeguarding our legitimate interests:**

Personal data are also processed for reasons pertaining to business and/or commercial interests such as:

- a) consulting and exchanging data with credit reference agencies and other registries (e.g. the Companies Registry) to determine credit or default risks;
- b) verifying your identity to protect you against fraud and to confirm your eligibility to use our products and services;
- c) pursuing and/or defending claims in judicial and/or regulatory proceedings;
- d) transferring, assigning and/or sale of any or all of our rights, titles or interests under any agreement between you and us;
- e) monitoring and assessing compliance with Eurobank's S.A. Group policies and procedures;
- f) ensuring the smooth operation of our network and IT operations and security;
- g) protecting our Intellectual Property rights;
- h) preventing, detecting or investigating crimes and fraud (e.g. video surveillance (CCTVs); telephone conversations, video calls, admittance controls; anti-trespassing measures);
- i) safeguarding our records and legal documents (e.g. record management and mail distribution services);
- j) to protect the Bank's clients, its employees as well as the premises and the Bank's property, in general.

(d) **On the basis of your consent:**

The Bank may require your explicit and specific consent to provide you with information about other goods and services it may be of interest to you and for sending you relevant newsletters or invitations for Bank's events.

You have the right to revoke your consent at any time. However, any such revocation does not affect the lawfulness of data processed prior to the revocation.

4. WHAT TYPES OF PERSONAL DATA THE BANK COLLECTS AND PROCESSES?

Identification and Authentication data (e.g. name; gender; passport/identity card number; date and place of birth, signature): to identify you as an individual prior to the provision of the requested products and services as well as in the course of our business/contractual relationship.

Personal information (e.g. marital and family status; education level; residency and domicile information, employment status and position): to review your application for the Bank's products and services and to comply with legal obligations.

Contact details (e.g. home address; correspondence address; phone number; mobile phone; e-mail address): for communication purposes, to respond to your inquiries and other requests.

Tax information (e.g. country of tax residence; tax identity number): to comply with legal obligations (e.g. US Foreign Account Tax Compliance Act (FATCA) and Common Reporting Standard (CRS) details).

Information about politically exposed persons: to review your application for the Bank's products and services and to comply with legal obligations.

Special Categories of data: The Bank may collect health data in the context of the assignment of insurance products as collateral for credit granted by the Bank. The Bank may, also, collect data relating to criminal convictions and offences of its clients and persons related to its clients as part of the Bank's initial and periodic review of its relationship with its clients, as required by law.

If you request banking facilities, such personal data may include: income, expenses, occupation, business activity information, tax status, employer, nature and term of employment, marital status, number of dependent children, personal investments.

If you request Payment Transactions, such personal data may include: accounts' numbers, IBAN numbers, payment orders data, data resulting from the performance of our contractual obligations.

In the context of savings and deposits, such personal data may include: tax information, information on any third party beneficiaries, direct debit data, nature and source of transaction.

If you request financing, such personal data may include: purpose of financing, property valuations reports, land register extracts, sale agreements.

If you request investment, depositary products and services, such personal data may include: investment strategy, financial situation, assets and liabilities, information on subscribers and counterparties.

If you are a guarantor or a security provider to a credit facility granted to a client of our Bank: name, gender, marital and family status, residency, financial and economic background and circumstances, as provided directly from you or from other sources

Information obtained through electronic and other means of communication: caller's telephone number, voice, IP address.

5. WHY AND WITH WHOM THE BANK SHARES YOUR PERSONAL DATA?

Your personal data are only processed by the Bank's units and/or persons that are authorised to process them, given that it is necessary to do so for the fulfilment of our contractual and legal obligations, or where you have given us your consent to process them, or where we believe that it is necessary for our legitimate interests to do so.

Your data may also be shared with service providers and suppliers with whom the Bank has contractual agreements, pursuant to which they are bound to act only as per the written directions of the Bank, or where you have given us your explicit consent.

Under the aforementioned conditions, recipients of your personal data may include:

- (a) public and/or regulatory and/or supervisory authorities and other public institutions, to the extent that we are under a legal, statutory or regulatory obligation to do so, such as the FCA, PRA, CSSF, the European Central Bank, the Luxembourg Securities Exchange Commission, Athens Exchange Group, Central Security Depository, tax authorities, third party custodians for custody services for foreign markets, law enforcement authorities (e.g. police) courts and tribunals;
- (b) USA for Tax Withholding and Reporting purposes and Common Reporting Standard (CRS);
- (c) other public authorities, where we are authorised by you to do so;
- (d) other banking and financial institutions or similar institutions to which we transfer your data in order to perform our contractual obligations (e.g. payment providers, financial institutions or intermediaries with which we may have dealings including correspondent banks; custodian banks; brokers; stock exchanges; share and stock investment and management companies);
- (e) credit reference agencies for the purpose of credit assessment;
- (f) valuers, insolvency practitioners and surveyors;
- (g) insurance and forensic investigation companies;
- (h) external legal consultants, auditors and accountants; certifying officers; financial, business, tax advisors;
- (i) rating agencies such as Moody's or Fitch;
- (j) file storage, data hosting, archiving and records management and cloud storage companies;
- (k) prospective and actual purchasers, assignees, transferees and charges of our rights, titles, titles or interests under any agreement between you and us;
- (l) third parties carrying out authentication services (i.e. push notification for Digital Banking) on the behalf of the Bank;
- (m) third parties carrying out Digital Banking services on the behalf of the Bank;

- (n) telecommunication companies for delivering account-based information and alerts to you;
- (o) document printing companies for the purpose of creating statements, correspondence and other mass mail and delivering this to you at your requested address;
- (p) the Eurobank S.A. Group with which the Bank works and shares information in order to receive services like infrastructure, technology, security and systems that assist us with the provision of our services.
- (q) entities providing services and products for Know-Your-Client (KYC) and due diligence purposes etc.
- (r) entities providing identity verification as part of the digital services of the Bank.

6. CHILDREN'S DATA

The Bank understands and respects the importance of protecting the privacy of children, namely of individuals under the age of 18. The Bank may process the personal data of children only with the prior authorization and/or consent of their parents or legal guardians or as otherwise required or permitted by law.

7. AUTOMATED DECISION MAKING (AND PROFILING)

The Bank does not make any decisions based *solely* on automated decision-making (including profiling). We, in general, do not use any automated decision-making (including profiling), except from AML Risk monitoring and scoring purposes in the context of combating money laundering and fraud, pursuant to the relevant and applicable legal obligations and the oversight of human beings.

In some cases, profiling is used in order to provide you with targeted marketing information on Bank's events. You have the right to object at any time to the processing of your personal data for marketing purposes, which includes profiling, by contacting the Bank at any time.

8. DATA TRANSFERS TO THIRD COUNTRIES

We may transfer your personal data to countries outside of, or not recognised as ensuring an adequate level of protection by, the United Kingdom and/or the European Economic Area (as applicable). Where we do so, we will ensure that such transfers comply with applicable data protection laws and that your personal data remains protected.

Where the destination country is subject to an adequacy decision (or equivalent adequacy regulation) under applicable data protection law, we rely on that decision. In other cases, we implement appropriate safeguards, which may include: (i) the European Commission's Standard Contractual Clauses or the UK International Data Transfer Agreement/Addendum, in each case as amended or replaced from time to time; and/or (ii) binding corporate rules approved by a competent supervisory authority. Where relevant, we also implement additional technical and organisational measures to address legal and practical risks in the destination country, including encryption and access controls.

We will take steps to ensure that any recipients of your personal data are subject to obligations that provide a level of protection substantially equivalent to that required under applicable Data Protection Law. You may contact us using the details set out in this notice to request further information about the safeguards we use for international transfers and, where applicable, to obtain a copy of the relevant contractual commitments (redacted as necessary to protect confidential information).

9. HOW LONG THE BANK RETAINS YOUR PERSONAL DATA

The Bank will retain your personal data for as long as we have a business relationship with you as an individual or in your capacity as an authorised representative/agent of a client (whether an individual or a legal entity) or if you are a beneficial owner of a legal entity, or a current security provider and/or a person connected with a current client. We will hold your personal data for up to 10 (ten) years once our business relationship has ended.

The Bank will retain the personal data of the prospective clients for 6 months from the date of notification of the rejection of the application for banking services or from the withdrawal of the application, in accordance with the relevant directives of the GDPR.

10. WHAT ARE YOUR RIGHTS FOR THE PROTECTION OF YOUR DATA

You have the following rights concerning the personal data the Bank controls and processes about you, which you may exercise by contacting us:

- (a) to be informed about how we use your personal information and your rights. This is why we are providing you with the information in this Privacy Notice (***right to be informed***).

- (b) to be aware of the categories of your personal data that the Bank maintains and processes, their origin, processing purposes, recipients, retention period of your personal data and to receive a copy of your personal data processed by the Bank. (**right of access**).
- (c) to request correction of your personal data that the Bank holds about you in order for such data to be complete and accurate (**right of rectification**), by producing any necessary document based on which the need for correction or completion arises from.
- (d) to ask for restriction of the processing of your data (**right to restrict processing**). This right can be exercised where (i) you contest the accuracy of such data; (ii) the processing is unlawful but you request that we do not delete your personal data; (iii) we no longer need to process such data but you request that we retain them for reasons connected with legal claims; (iv) you have objected to us using your personal data but you are awaiting our confirmation as to whether we have legitimate grounds to continue processing such data.
- (e) to object to any further processing of your personal data the Bank keeps and processes on the basis of our legitimate interests (**right to object**). Should you exercise this right, we will no longer process such data unless we are able to demonstrate legitimate grounds for the processing.
- (f) to ask for the deletion of your personal data from the Bank's systems and files (**right to be forgotten**). This right can be exercised where (i) we no longer need such data; (ii) you withdraw consent, provided that no other legal ground for processing applies; (iii) you object to us using your personal data in order to pursue our legitimate interests, provided that we do not have legitimate grounds for its use; (iv) your personal data have been improperly processed; (v) we have to delete your personal data because of a legal obligation.
- (g) to request the receipt of the personal data you have provided the Bank with, or the transfer of your data from the Bank to any other controller of your data (**right to data portability**). This right can be exercised provided that (i) we process such personal information on the basis of your consent or because of our pre-contractual and/or contractual relationship and (ii) the relevant processing activities are carried out by automated means.
- (h) not to be subject to a decision based solely on automated processing (including profiling) (**right in relation to automated decision making and profiling**)
- (i) to withdraw your consent to collection and processing of your personal data (**right to withdraw consent**). In such case, the withdrawal of the consent does not affect the legality of the data processed prior to the revocation.

We will respond to all requests in accordance with legal requirements and within applicable timeframes. We may request specific information to help us verify your identity, and, where permitted by law, we may charge a reasonable fee to process your request if it is manifestly unfounded or excessive, or for additional copies of the information you request.

Please note that your rights may not be met, in whole or partly, if they concern data necessary for the establishment, exercise or defence of legal claims, or as otherwise permitted by law, irrespective of the source of their collection.

If you consider that protection of your personal data has been prejudiced in any way, you also have the right to make a complaint at any time to the appropriate data protection authority. In the UK, this is the Information Commissioner's Office who may be contacted at: <https://ico.org.uk/make-a-complaint>.

We encourage you to contact us first so that we may seek to resolve your concerns directly.

11. IF YOU FAIL TO PROVIDE PERSONAL DATA

When the Bank needs to collect personal data by law or under the terms of a contract it has with you and you fail to provide such data when requested, the Bank may not be able to enter into a contract with you or continue the business/contractual relationship with you or execute an order.

12. HOW DOES THE BANK PROTECT YOUR PERSONAL DATA?

The Bank is committed in safeguarding the privacy of the personal data and/or information you share with the Bank and/or with its employees and/or agents and/or associates. The Bank applies procedures and measures to safeguard and to provide reasonable protection of your personal data against loss, misuse, unauthorised access, disclosure and alteration. The data processing is conducted solely by persons who are under the control of the Bank, and only at its guidance.

13. COOKIES USED IN DIGITAL BANKING AND WEBSITE

The Digital banking service and the website of our Bank use small files known as cookies in order to optimise the online user's experience. To find out more about how we use cookies please refer to the Bank's [website privacy notice](#).

14. CHANGES TO THIS PRIVACY NOTICE

This Privacy Notice sets out information as to how we process your personal information for the purposes of articles 13 and 14 of the UK GDPR and it replaces any existing document in association with the information provided in this Privacy Notice. The Bank may modify this Privacy Notice from time to time in order to reflect its current practices and/or in accordance with any changes in the applicable legal framework. In any case, you are invited to periodically visit the Bank's website (www.eurobankpb.lu) for information on the updated version of the Privacy Notice.