

GENERAL TERMS & CONDITIONS OF TRANSACTIONS

A. GENERAL PROVISIONS

1. Scope – Conditions

1.1. Snappi Bank S.A. (the “**Bank**” or “**Snappi**”) is a public limited company with VAT number 801858330 and registration number GEMI 16467912900, legally incorporated and operating under Greek law, headquartered in Ioannina, at 7A Krystalli str. and is supervised by the Bank of Greece and the European Central Bank.

1.2. These General Terms & Conditions of Transactions regulate the framework for cooperation (hereinafter referred to as the “**General T&Cs**” or “**Agreement**”) between the Bank and customer(s) / individual(s) (the “**Customer**”) not acting for commercial, business, or professional purposes. The General T&Cs also constitute the framework for cooperation regarding the payment services provided under Law 4537/2018, as amended. For the provision of any service by Snappi to the Customer it is required to (i) accept the General T&Cs and (ii) complete the application via the Snappi app for opening a deposit account and issuing a debit card.

1.3. The General T&Cs are supplemented by any specific terms (the “**Special Terms**”) applicable to specific products and services provided by Snappi. In case of a conflict between the General T&Cs and the Special Terms, the Special Terms prevail.

1.4. This Agreement is drafted in Greek, and is available at its digital application. In case the Customer chooses the English language at the time of registration, this Agreement will be provided in English. In the event of any discrepancy between the Greek and English texts, the Greek text shall prevail.

1.5. At the commencement of the contractual relationship with the Bank, the Customer receives a copy of the General T&Cs at the email address provided during the identification and registration process. Upon request, the Customer may receive copies of the General T&Cs via email throughout the duration of their relationship with Snappi.

1.6. An integral part of the General T&Cs is the Snappi's Statement of Commissions and Expenses, which includes a detailed presentation of the fees, commissions and other expenses levied for the banking services and products provided (“**Pricing Schedule**”), the interest rates table which sets out the applicable interest rates for deposits and loans by product category and customer (“**the Interest Rates Table**”), and the Bank's Fee Statement (“**Bank’s Fee Information Document**” or “**Bank’s Fees Statement**”), which provides the Customer with concise and comparable information on the basic payment services and the corresponding fees, in accordance with the requirements of the applicable legislation.

The above documents are available on Snappi's website and on the Bank's digital application, with the option of saving and printing by the Customer. They shall be updated periodically in accordance with the provisions of Chapter I hereof or whenever and as required by the regulatory framework from time to time, and shall prevail in the event of any inconsistency with these terms and conditions.

1.7. The Customer accepts the General T&Cs without requiring a handwritten signature on this Agreement. Furthermore, the Customer acknowledges that accepting

the General T&Cs through Snappi's digital application and completing the procedure for opening a deposit account and issuing a debit card constitutes the full conclusion and force of this Agreement. The Customer also consents to and accepts that the generated electronic documents, which are recorded and sent to the Customer via email, and the data and information stored digitally in Snappi's systems (a) constitute private documents under the law, (b) serve as the Customer's identification and demonstrate the both the Customer's and the Bank's legal intent, (c) produce full legal effects regarding their binding nature, and (d) provide full evidence of their content and the transactions carried out on their basis.

1.8. Extracts and copies issued from Snappi's commercial books serve as full and indisputable evidence for issuing writs of payments (payment orders issued by a court in accordance with applicable Greek law), against which counter evidence is permitted.

2. New Customer Registration - Identification

2.1. Customer registration requires successful identification via Snappi's digital application. The Bank requests the Customer's necessary identification details in accordance with its policy, the applicable legal and regulatory framework, which must be certified by official and reliable documents as indicated by the Bank in accordance with the applicable institutional framework and the requirements of the competent authorities.

2.2. The Customer must provide and confirm at least the following information:

- a) The mobile phone number for which they are the subscriber or exclusive holder,
- b) The email address that belongs exclusively to them,
- c) The Customer's tax identification number,
- d) The Customer's identity details,
- e) The Customer's professional activity details,

The above information will be entered by the Customer in the digital application and/or retrieved and verified via the website www.gov.gr created by the Greek Government. This information will be kept by Snappi in accordance with its privacy policy ("**Security and Data Protection Policy**"). If the identification details entered by the Customer do not match those retrieved from the www.gov.gr website, the Customer must update their data on the website to complete the registration process.

2.3. In addition to providing the aforementioned information, Snappi may request the Customer's selfie as a means of identification, which the Customer explicitly acknowledges and accepts as part of the identification process. Additionally, Snappi may use video for the digital identification services (LIVEID) in accordance with the Bank's Security and Data Protection Policy and the current regulatory and legislative framework.

2.4. The Customer may use biometric data as a means of identification, such as fingerprint or facial recognition (faceid), provided that this option is technically supported by the connected mobile device and has been activated by the Customer on the device in accordance with the Security and Data Protection Policy.

2.5. If requested by Snappi, the Customer is required to send the necessary documents for identification or verification of their details according to the current regulatory and legislative framework and the Security and Data Protection Policy

2.6. If requested by Snappi, the Customer undertakes to provide additional information and documents to certify and verify their identity and the nature of their relationship with Snappi. The Customer must also notify Snappi of any changes to their previously provided information and update their details periodically in accordance with applicable laws and/or regulations. This obligation applies regardless, if such details or changes are published or registered in public registers or records.

2.7. Snappi reserves the right to refuse to provide services or provide them under terms if the Customer does not submit the requested identification or verification details, or if these submitted details do not fill Snappi's requirements in accordance with the applicable legal and regulatory framework and its policy.

2.8. The Customer acknowledges and agrees that the Bank may use publicly accessible or/and commercial databases providing information about individuals, to process data about the Customer. This process is to ensure transaction security and reliability, prevent fraud Snappi's compliance with the applicable legal and regulatory obligations, in particular with regard to laws related to money laundering and terrorism financing, and tax laws. The use and process of the above information is conducted by Snappi according to the applicable legal framework and the Security and Data Protection Policy.

2.9. The Customer declares that the documents and information provided to Snappi during the identification process are valid, true, and in force. The Customer accepts that Snappi shall not be liable for any damage suffered by the Customer, Snappi itself and/or any third party as a result of inaccuracies, untruths or omissions in the documents and/or information submitted. The Customer declares that they have full legal capacity and are not subject to any legal restrictions.

2.10. The Customer acknowledges and accepts that the parameters for the operation of the banking system are subject to constant changes, due to technological developments, amendments to the regulatory and legislative framework, as well as updates to Snappi's security policies. Snappi reserves the right to amend the identity verification procedures (including the requested necessary documents/details) without this constituting a modification of these terms. Such modifications may be applied immediately, without prior notice to the Customer, if they are imposed by a regulatory provision or aim to improve the services provided and/or enhance the security of transactions.

If the Customer is a Politically Exposed Person (PEP) the registration process via the Snappi digital application, may require additional actions or submission of additional details from the Client. in accordance with Snappi's policy of compliance with its obligations under the applicable regulatory and legislative framework for the prevention of money laundering. A PEP is defined as a person who holds or has held an important public position (e.g. head of state, minister, member of parliament, judge of a supreme

court, member of the administration of a state organisation), as well as his/her close relatives and associates.

2.11. In case a Video (LIVEID) is not used for the identification of the Customer during the registration stage, the first credit to the Customer's account must be made from an account held in his/her name at a credit institution or financial institution established in a member state of the European Union. In case this condition is not met, the Customer is obliged not to make total credits per year to any kind of accounts (including prepaid and credit cards) exceeding the limit of €15.000.

3. Electronic Networks

3.1. The banking services provided by Snappi are offered exclusively remotely through electronic networks, specifically via (a) Snappi's digital application, which must be installed on mobile phone devices, (b) ATMs (the "**Electronic Networks**").

3.2. The Customer acknowledges and agrees that the Electronic Networks evolve continuously and may change or be modified based on existing technological capabilities, regulatory requirements, and the security procedures implemented by Snappi. Therefore, the Bank will inform the Customer of the Electronic Networks available for use, the services provided through them, as well as the authentication and verification methods for orders, the equipment requirements, using the most appropriate reasonable means, such as through the Bank's website or Snappi's digital application or by sending an email to the Customer's provided address.

3.3. To access the Bank's Electronic Networks, the Customer must use personalized security credentials (username and password) or other identification methods. In particular, access to the Electronic Networks of the Bank for performing specific services as the case may be or obtaining information about these actions is made:

- (a) via the network of ATMs that bear the Mastercard brand, using the debit card issued by the Bank to the Customer and the card's personal identification number (PIN). Snappi shall not be liable for any loss or misuse of the PIN if this is due to a breach of the Customer's obligations or for the failure to notify Snappi in a timely manner of the loss or theft of the Customer.
- (b) via Snappi's digital application, for which the Customer must have an operating IOS system or Android mobile device that meets the requirements for the effective operation of the application and is responsible for the proper operation of the device and updating its software for the safe use of the application. The Customer can install the relevant digital application from the corresponding electronic app store, provided they consent to the terms of use of the application. Entry into the digital application is performed via the combined use of the Customer's personal credentials "username" and "password". For security reasons and to prevent and combat fraud, money laundering and terrorism financing, Snappi may also request additional security details for executing certain payment transactions, such as biometric data or an additional one-time security code (OTP) (via push notification, SMS, or Viber) for the powerful identification of the Customer. The

Snappi digital application operates 24/7, subject to necessary maintenance or updates.

- (c) Via customer service hotline, using the identification details requested by Snappi's representative.

3.4. Entering the username and password and/or approving a transaction using the PIN code and/or an additional one-time security code and/or biometric data determines the Customer's identity and personalizes them, establishing their intent to execute the transaction and producing the same results as a handwritten signature. The Customer agrees that any transaction carried out through the Electronic Networks based on the above is considered by the Bank as originating from and approved by the Customer.

3.5. Throughout the duration of this Agreement, the Customer is required to follow the security measures listed below regarding the use of the Electronic Networks:

- (i) Keep security codes confidential and not disclose them to third parties,
- (ii) Take all necessary measures to securely store the mobile device to prevent use by third parties and follow Snappi's recommendations, accepting that negligence in fulfilling and adhering to these requirements may lead to a breach of the privacy of their information and transactions being carried out by unauthorized persons,
- (iii) Not send security codes in any manner or medium that would allow third parties to access them,
- (iv) Frequently change security codes and avoid storing them on any device,
- (v) Use the security features provided by the device to prevent third parties from accessing it, including preventing access and identification via the use of another person's inherent feature on the Customer's device.

3.6. In case of suspicion, leakage/theft/embezzlement of the Customer's personal codes or security credentials and/or loss of the device and/or Debit Card used to access the Electronic Networks, or if the Customer forgets their personal codes, the Customer must change their personal codes, if possible, and further notify the Bank without undue delay through the following methods: (a) via Snappi's customer service hotline (tel. 2104838000) to block access to the relevant service (b) via the application and (c) via live chat.

3.7. The Customer acknowledges and accepts that any access to the Snappi application and the Services provided, through the means of identification defined by Snappi (such as, but not limited to, login credentials, security codes, use of biometric data), fully and indisputably identifies the Customer. This identification produces the same legal effects as a handwritten or authorised electronic signature and any action or transaction carried out through the application is presumed to originate from him and is deemed to have been authorised by him. Snappi reserves the right to take all reasonable measures to verify the identity of the Customer User and to prevent fraudulent or unauthorized use.

3.8. The use of Snappi's digital application implies the use of technological subsystems and third-party software integrated into it, which are necessary for the operation, security and protection of the application and the data of Snappi's Customers. The use of Snappi's digital application therefore implies acceptance of the

following terms and conditions, without limiting the application of the terms and conditions accepted by the Customer when downloading the application through the Apple or Google Store or other available channels. Any reference to Snappi's digital application - for the purposes of this term - includes third party subsystems and software.

- 3.8.1.** The Customer acquires a limited, non-exclusive, non-transferable license to use the Snappi application (in object code form). The Customer does not acquire any ownership rights to the Snappi application and its accompanying materials. Snappi and any third-party providers of the software embedded in the Snappi application remain the sole and exclusive owners of all intellectual property rights in the Snappi application, including any modifications thereto.
- 3.8.2.** The Customer is not entitled to remove any intellectual property rights from the Snappi application or the third-party software embedded in it or their accompanying materials.
- 3.8.3.** The Customer is not allowed to disclose, lease, modify, distribute, translate or create derivative works based on the Snappi application. Nor may the Customer copy, modify, reverse the source code, reverse engineer, or decompile the Snappi application, except if and to the extent mandatorily provided for by applicable law.
- 3.8.4.** The Bank shall make every reasonable effort to ensure that the Snappi digital application and its services are available on an uninterrupted basis. However, technical maintenance work may be carried out, which may affect the continuous operation of the application. Consequently the Snappi application is provided "as is". No warranty, express or implied, is given with respect to its continuous, uninterrupted and flawless operation, suitability or performance. Accordingly, to the extent permitted by applicable law neither Snappi nor the third-party provider of the software incorporated in the Snappi application shall be liable for any direct, indirect, incidental, consequential or special damages arising out of the use of the Snappi application.

4. Notifications – Communication

- 4.1.** Throughout the contractual relationship between Snappi and the Customer notifications from Snappi to the Customer will be made at Snappi's complete discretion (i) by phone, (ii) by written message (SMS) or via Viber application to the mobile number provided by the Customer, or (iii) by email to the email address provided by the Customer to Snappi during registration or after through Snappi's digital application. Snappi recommends that the Customer keep in constant operation the above means of communication (including push notifications) enabled. The aforementioned notifications are presumed to have been received by the Customer at the time of their dispatch by any of the aforementioned means of communication, unless proven otherwise.
- 4.2.** It is explicitly clarified that any phone or online communication requesting the Customer's access details to their payment account with Snappi does not originate from the Bank, is fraudulent, and should be considered suspicious. The Customer should never disclose such details.

4.3. Declaration from Snappi that concern all of its Customers may be posted on the Snappi formal website or digital application.

4.4. The Customer may contact the Bank via its customer service hotline at +302104838000, via the email address customer@snappibank.com, or through Snappi's digital application or through live chat service

4.5. The Customer is obligated to notify Snappi of any changes to their email address or mobile phone number provided to Snappi. Until such changes are notified, Snappi is considered to have validly proceeded to any notification of sending of messages to the declared and shall not be liable for any damage that may be suffered due to the failure to inform in a timely manner of the details.

4.6. The Customer acknowledges and agrees that phone conversations with Snappi's customer service hotline are recorded for reasons of security and protection of the Customer and their transactions. These records are kept in Snappi's records in accordance with the applicable legislation or the Security & Persona Data Protection Policy.

4.7. Snappi reserves the right to modify or extend the means of communication used with the Customer, upon notification, in accordance with these terms.

4.8. Snappi is not liable for any malfunction, delay or security problem due to the use of third-party communication applications, such as Viber, provided by third party providers independent of Snappi.

B. TERMS FOR OPENING AND OPERATING DEPOSIT ACCOUNTS

1. General

1.1. The Customer is in a contractual relationship with Snappi provided they maintain at least one deposit account (the "**Deposit Account**"). The opening of a Deposit Account requires the Customer's full and unsolicited acceptance of the General Terms and the applicable Special Terms. The agreement is deemed completed when Snappi creates and assigns the Customer's IBAN (International Bank Account Number) for the Deposit Account.

1.2. The Customer may request to open more Deposit Accounts, up to the maximum number allowed by Snappi, which is currently three (3). Snappi reserves the right to modify this limit, at its sole discretion and without this change constituting an amendment of the terms of this Agreement.

1.3. Snappi, throughout the contractual relationship with the Customer, via its digital application is authorized by the Customer to accept deposits of any kind (including cash, credit products) along with any interest agreed upon for the specific type of deposit, subject to applicable laws regarding the prevention of money laundering and terrorism financing.

1.4. Snappi determines the interest rates for deposits, the starting date for calculating interest (value date), the time basis for calculating interest, and the frequency of interest calculations. The above terms are provided in the Special Terms or the Interest Rates Table of Snappi or Snappi's Transaction Price List. Snappi also reserves the right to update deposit interest rates according to the current regulatory and legislative framework. The related updates will be communicated to the Customer via Snappi's

digital application and/or the Bank's formal website and/or via email or SMS and shall apply after two months from the date of notification of the change to the Customer, unless a legal provision allows for earlier implementation (such as in the case of reference rate changes) or for non-prior notification, or unless otherwise specified in the Special Terms. . Changes in the interest rate that are favourable to the Customer may be applied without notice and may take effect immediately.

1.5. The basic services provided by Snappi connected to the Deposit Account are as follows:

1. Connection to a debit card,
2. Execution of payment transactions as detailed in Chapter E of this Agreement
3. Receiving information on the balance and movements of the Deposit Account.

1.6. Snappi may incorporate to the Deposit Account new products and services. To acquire new products or use new services, the Customer must accept any Special Terms and modifications to this Agreement.

1.7. Records related to the Customer's Deposit Account, as well as any types of receipts or documents issued containing transaction information, are considered copies from the Bank's commercial books and have full evidential force, subject to counterevidence according to the applicable legislation.

1.8. The Customer authorizes Snappi to use, at its discretion, all deposited funds and render them fully or partially at the request of the Customer, along with the interest rate provided for according to the Special Terms and/or the Interest Rate Table.

1.9. Snappi has the right to impose daily, weekly or monthly limits on the transactions and the transfer of funds for security reasons or/and compliance with the regulatory framework. The Customer shall be informed accordingly via the Snappi digital application and formal website.

1.10. Snappi has the right to request at any given time additional information or identification documents for transactions conducted by the Customer for security purposes, including under the applicable legal and regulatory frameworks relating to the prevention and fight against money laundering activities.

1.11. The Customer acknowledges and agrees that any taxes withheld for the Greek State on the interest, as well as any current applicable fees, will be borne by the Customer and charged to the Deposit Account.

1.12. Snappi has the right to offset any claims from overdue debts against the balance of any Deposit Account held by the Customer at the Bank, as specified in Chapter F of this Agreement.

1.13. The Customer has the right to withdraw from the contract for opening a Deposit Account within 14 calendar days of the opening of the Deposit Account, without any charges or fees. Withdrawal is completed by filling out the relevant withdrawal form, which is included in Snappi's digital application. In this case, the Bank will close the account and will cancel the linked debit card. If any transaction is carried out on the Deposit Account within the aforementioned period, the right of withdrawal is deemed not to exist.

1.14. If the right to withdraw under paragraph 1.13 is exercised on the single Deposit Account held in the Customer's name, the withdrawal will result in the termination of the entire contractual relationship with Snappi.

1.15. Snappi reserves the right to take any action it deems appropriate, such as suspending, canceling, or refusing to execute one or more transactions and/or restrict the ability to carry out transactions as part of its policy and to fulfill obligations under applicable legal provisions, including those concerning the prevention of and fight against money laundering and the prevention of fraud.

1.16. In case of any delays in completing a payment order due to specific checks conducted by Snappi or another bank as part of their internal policies, or by other competent authorities (compliance checks) in the context of the obligation of the applicable legislation the Bank bears no responsibility towards the Customer or any third party for any damages resulting from these actions.

1.17. The Customer will be informed about the statement of their Deposit Account as outlined in Chapter E of this Agreement.

1.18. The Customer is obliged to have a sufficient balance in the Deposit Account for the execution of payment orders entered. In case of insufficient balance, the Bank is not responsible for the order of execution of orders.

2. Inactive Deposit Account

2.1 The Bank may impose restrictions on the movement of the Deposit Account, even without prior notice to the Customer, if there has been no real transaction for a consecutive period exceeding five (5) years in accordance with the applicable regulatory and internal policies, in particular in compliance with the fight against money laundering and financing of terrorism. In this case, the Deposit Account will be classified as "**Inactive**". A real transaction is defined as any transaction (debit or credit) by initiative and approval of the Customer with an order to the Deposit Account (e.g. withdrawal, deposit, payment, transfer). The Bank shall inform the Customer of the designation of the account as Inactive by any appropriate means, after the activation of the relevant restrictions. Transactions not initiated by the Customer (e.g., credits from interest, dividends, salary, transfers) do not count as real transactions and will not render the Deposit Account active. Reactivation of the Deposit Account occurs upon the Customer's request and subject to the successful completion of identification procedures and the verification of their details, as required by Snappi.

3. Dormant Deposit Account

3.1 A Deposit Account on which no real transaction has been made by the account holder for a period of twenty (20) years is considered "**Dormant**" under the provisions of Law 4151/2013, as amended. The time period begins from the date of the last transaction that occurred by order of the Customer. After this period, the Customer's rights are extinguished in favor of the Greek State. Snappi will inform Customers about the deletion of deposits in accordance with the applicable legislation and the current applicable procedures.

4. Closing of Deposit Account

4.1 The Customer has the right to close the account at any time without providing any justification. In this case, the Customer must cover any applicable costs for services provided by the Bank before closing the account, provided that the Customer has previously been informed of these costs in accordance with the applicable framework. The account closure can be done by submitting a written request from the Customer through any means provided by Snappi to the Client.

4.2 The closing of a Deposit Account linked to a debit card or serves standing orders, loan settlements or other obligations, a restriction on the disposal of the balance by an act of a competent authority or pursuant to provisions of the legislation in force is not permitted. (without the consequent cancelation of the debit card).

4.3 Snappi has the right terminate the contractual relationship and to close the Deposit Account with notice in any suitable means to the Customer in case of violation by the Customer of provisions of this agreement or provisions of the applicable legislation, or illegal or fraudulent or improper use of the Deposit Account (including the violation of the legal and regulatory framework concerning money laundering prevention and the financing of terrorism).

4.4 The Customer provides Snappi with an irrevocable order and power of attorney to close the Customer's Deposit Account at its discretion if the account characterized as Inactive and has a zero balance.

4.5 The closing of the Deposit Account occurs in the event of termination of this Agreement according to the provisions in Chapter J of this Agreement after completion of the necessary winding-up procedures.

4.6 In any case of closing the Deposit Account, Snappi and the Customer undertake to cooperate promptly for the full settlement of their relationship, the payment of the potential balances and the return of the balance of the Deposit Account

5. Deposits Guarantee

5.1 Deposits held with the Bank are covered in the event of the Bank's inability to return them by the deposit guarantee section of the Guarantee and Deposit and Investment Fund (TEKE) in accordance with the provisions of Law No. 4370/2016, as currently in force. With regard to the operation of the TEKE and the deposit guarantee, the Customer may also obtain relevant information at any time via Snappi's website, Snappi's digital application and the TEKE website (www.teke.gr). It is expressly clarified that the amount, if any, paid to the Customer as compensation by TEKE will be determined after the balances of the Deposit Accounts have been set off against any of the Bank's claims from any cause if such claims become due and payable before from or on the date on which the Bank becomes unable to deliver deposits within the meaning of the provisions of article 42 of the L. 4370/2016 as it applies.

C. DEPOSIT ACCOUNT TOP-UP

1. Snappi provides the Customer with the option ("**Top-Up**") to top up their Deposit Account by transferring funds ("**Top-Up Amount**") using a debit card, Visa or Mastercard

from another Bank ("**Top-Up Card**"). The specific features of the Top-Up Card will be determined by Snappi, informing the Customer through any appropriate means, without this constituting an amendment to these terms.

The Customer undertakes and guarantees that they are the lawful holder of the Top-Up Card.

2. As for the transfer limit via the Top-Up Card, the terms of the relevant agreement between the Customer and the issuing bank of the Top-Up Card apply. Additionally, Snappi may set minimum and maximum daily, monthly, and annual top-up limits for the Deposit Account via the Top-Up Card.

3. Regulatory requirements may necessitate the use of additional authorizations for payments (e.g., 3D Secure) to reduce instances of unauthorized transactions. Therefore, Snappi may require the application of such additional measures for all or some transactions with the Top-Up Card, and may not approve requests for using the Top-Up service if it suspects a fraudulent transaction risk and/or for the prevention of money laundering or if the identity verification services used by Snappi are unavailable. Similarly, the issuing bank of the Top-Up Card may not approve the requested Top-Up transaction due to insufficient funds or for any other reason provided in the applicable legislation and/or the contract between the bank and the Customer. In this case, the Top-Up cannot be completed.

4. To provide the Top-Up service, Snappi collaborates with a payment transaction clearing service provider certified under the Payment Card Industry standards, which transmits all necessary information through appropriate and secure communication protocols to the international card issuing organizations, Visa and Mastercard, and the issuing bank of the Top-Up Card, as well as any other competent authority, to approve the transfer request of the Top-Up Amount by the issuing bank and, ultimately, to credit the Top-Up Amount to the Customer's Deposit Account. In order to ensure the continued provision of the Top-Up Service in case of a change in the transaction clearing service provider, the Customer consents to the transmission to Snappi and the processing by Snappi of the Top-Up Card number and expiry date, as well as the digital representation of the Top-Up Card (token).

5. Snappi also offers the option to store the Top-Up Card, so that the re-entry of Top-Up Card details is not required for each Top-Up service request in which case a unique number (token) is created for the Customer's Top-Up Card.

6. Snappi does not charge fees for providing the Top-Up service. Any fees may be applied by the issuing bank of the Top-Up Card, for which the Customer should refer to the terms of the relevant agreement with that bank.

7. The Customer may at any time revoke his/her consent for the storage of the Top Up Card data in the context of the operation of the Top Up One-Click Pay service, through a relevant option in the application or by submitting a request to the Bank. In the event of revocation, Snappi shall proceed without undue delay to delete the relevant tokens from both its systems and from the partner clearing service provider.

8. Snappi shall not be liable in case of rejection of the Top Up transaction by the issuing bank of the Top Up Card, as well as for any technical or operational problem arising outside its sphere of control. In particular, Snappi shall not be liable for any delay

or inability to complete a transaction due to the malfunction of third-party payment service providers, international card organizations or their systems. Snappi shall only be liable for damage resulting from fraud or gross negligence on the part of Snappi or its employees in the provision of the Top Up service.

D. TERMS OF ISSUANCE AND USE OF MASTERCARD DEBIT CARD

1. Issuance of the Debit Card

1.1. The initial Deposit Account of the Customer, which is opened during the Customer's registration via Snappi's digital application, is linked to the Snappi Mastercard Debit Card (hereinafter referred to as the **"Debit Card"**). The Debit Card issued during the initial registration request of the Customer via Snappi's digital application will be in digital form and will be issued without additional charge to the Customer.

1.2. For each new request for the issuance of a Debit Card, the Customer (and for the purposes of this Chapter, the **"Holder"** or **"Cardholder"**) has the right to choose between issuing a physical or digital form, which will be linked to the Deposit Account held in the name of the Customer at Snappi. Any additional Debit Card issued may be subject to charges according to the Bank's Fee Statement.

1.3. The Customer may request the issuance of more than one Debit Card, which in any case cannot exceed three (3) digital cards and one (1) physical card. The Customer explicitly acknowledges that the Bank may, at its sole discretion, modify the number of Debit Cards that can be issued in the name of the Holder by informing him by any appropriate means without such modification constituting an amendment to the terms of this Agreement.

1.4. In the case of issuing, replacing, or renewing a physical Debit Card, the card will be sent to the Customer's address provided by the Customer for this purpose. The Customer assumes the risk of non-delivery of the Debit Card if the address is not accurately provided or if any changes are made to the address without informing Snappi at the time when the delivery process is initiated. Upon receipt of the Debit Card, the Customer must follow the steps specified within the Snappi digital application to activate it. If the Debit Card is not delivered or activated within (2) months from the date of its dispatch by the Bank, the Bank reserves the right to cancel the Debit Card.

1.5. Any charges for the issuance of the Debit Card are specified in the Bank's Fee Statement.

2. Use of the Debit Card

2.1. The Debit Card can be used with the Personal Identification Number (PIN) subject to the provisions in relation to contactless transactions without the use of a PIN. The PIN is created by the Holder via Snappi's digital application and is used along with the Debit Card for transactions carried out through the ATM network and all electronic transactions, unless the use of the PIN is not required as per clause 2.5 of this Chapter. The PIN is strictly personal and can be replaced by the Customer at any time with another PIN of their choice through Snappi's digital application, following the instructions

provided. The Holder is obligated not to disclose the PIN to any third party and must follow the procedure for PIN unauthorized disclosure, as outlined in clause 3 of this Chapter.

2.2. A basic condition for using the Debit Card is it being connected to a Deposit Account held in the name of the Customer at Snappi. The Holder has the right to request at any time a change of the Deposit Account linked to the Debit Card.

2.3. In particular, the Customer has the right to carry out the following transactions with the Debit Card:

- (a) Transactions 24/7 via the ATM network of domestic or foreign banks bearing the Mastercard brand. Specifically, via ATMs bearing the Mastercard brand, the Holder of the physical Debit Card may withdraw cash based on the Daily Withdrawal Limit (as outlined below) and check the balance of their Deposit Account. The Holder of the digital Debit Card may be able to make withdrawals and check the balance, provided the ATM has the necessary equipment and technology to provide the service.
- (b) Purchase of goods or services from businesses, domestic or foreign, that accept the Debit Card as a payment method via electronic payment terminals (EFT/POS),
- (c) Remote transactions over the internet from businesses that accept the Debit Card as a payment method, and
- (d) Contactless transactions in businesses with special devices for accepting such transactions (Contactless EFT/POS).

2.4. A transaction with the Debit Card is considered authorized and executed, as the case may be:

- a) By entering the PIN on EFT/POS devices that provide this option,
- b) By providing the required details (e.g., card number, expiration date, CVV/CVC verification code) for remote transactions (internet purchases or phone orders),
- c) By the issuing of a receipt alone, without requiring a signature or PIN entry for contactless transactions (as defined below), for amounts equal to or less than the amount communicated to the Holder by the Bank. The Bank will notify the Holder of this amount and any changes thereto, via the Bank's website or by other appropriate means.

2.5. Contactless transactions are those that the Holder can make with the Debit Card, provided the card supports the relevant technology, without physical contact with the device for accepting payments (Contactless EFT/POS), provided that the device is compatible with this technology. If the amount of contactless transactions does not exceed the limits set by Snappi, the Customer may perform contactless transactions without using the PIN. In other cases, the Holder must enter the PIN or sign the receipt issued by the Contactless EFT/POS to approve and complete the transaction. In all businesses that have devices for accepting payments (Contactless EFT/POS), the Holder can choose to use the Debit Card in the same way as in other businesses, by inserting it into the EFT/POS and following the regular process.

2.6. The limits for contactless transactions (both per transaction and cumulative) may change at Snappi's discretion and in compliance with the applicable regulatory framework.

2.7. The Holder irrevocably authorizes Snappi to settle on their behalf all receipts or bills presented by the businesses with which the Holder transacts and debit the main Deposit Account linked to the Debit Card with the relevant amounts, as well as any charges/fees arising from the use of the Debit Card.

2.8. The Debit Card is a means of paying for legitimate transactions, which, along with its other terms, the Holder has agreed to beforehand, independently of its use. If a credit invoice is issued in favor of the Holder for the return of goods or any other reason, Snappi will credit the Holder's main Deposit Account with the equivalent amount, only if the credit is transmitted to the Bank according to the procedures provided or. Snappi is not necessarily contractually connected with the businesses for the purposes of this Agreement and, in any case, is not exclusively involved, nor does it intervene in the relationships between the Holder and any third party. Therefore, Snappi bears no responsibility for acts or omissions of businesses or other entities with which the Holder transacts. The Holder is not entitled to raise before Snappi any objection or claim against any third party in relation to transactions in which the Debit Card was used, unless otherwise specified in this Agreement.

2.9. A prerequisite for using the Debit Card is that the Deposit Account it is linked to is active and has sufficient available balance to cover the transaction amount and any associated charges/fees/expenses.

2.10. Additionally, for using the Debit Card, the transaction amount must not exceed the total daily transaction limit communicated by the Bank to the Customer (the "**Daily Transaction Limit**"). The Daily Transaction Limit is set by the Bank for the security of the Holder and the transactions, and the Bank reserves the right to modify or reset it for security reasons, under relevant legal provisions or for any other reason deemed significant (e.g., fraud prevention and money laundering detection) or due to non-compliant behavior by the Holder, notifying the Holder in any appropriate manner if feasible for security and transaction protection reasons.

2.11. The Holder of the Debit Card may request at any time a change to their Daily Transaction Limit from Snappi within the quantitative limits set by Snappi's applicable policy.

2.12. Regarding withdrawals from Mastercard-branded ATMs, the Holder may make withdrawals based on the applicable daily withdrawal limit (the "**Daily Withdrawal Limit**"), imposed by the Bank and can be modified or reset for security reasons and/or under relevant legal provisions or any other material reason and/or breach of contract at Snappi's discretion, with notification to the Holder.

2.13. The Holder of the Debit Card acknowledges that the availability of funds in the Deposit Account, for calculating the Daily Transaction Limit and the Daily Withdrawal Limit, will consider transactions that have been executed or are pending execution and have not yet been debited from the Deposit Account, pending transactions, as well as all related transaction fees.

2.14. The Holder's Deposit Account is debited on the settlement date of the transaction, which may either coincide with or follow the transaction date. The transaction amount is reserved at the time of the transaction.

2.15. The relevant charges and other fees in relation to cash withdrawals and balance enquiry transactions via ATMs with the Mastercard brand are outlined in the Bank's Invoice, which is available on the Bank's website and in Snappi's digital application.

2.16. For foreign currency transactions, the euro equivalent of the transaction amount that is charged to your account is calculated based on the exchange rate set by Mastercard International on the date and time the transaction is processed and settled. The Holder may consult the applicable exchange rates used by Mastercard International at the following link maintained by Mastercard: <https://www.mastercard.gr/el-gr/personal/get-support/convert-currency.html>. As exchange rates fluctuate continuously, the rate applied at the time of processing and settlement may differ from the rate in effect at the time the transaction was made. If, at the time of the transaction, the Customer opts for currency conversion through a Dynamic Currency Conversion (DCC) service offered at the point of sale or ATM, the Bank bears no responsibility for the exchange rate applied or for any additional charges or fees imposed in the context of that service.

2.17. If the Debit Card details are stored in third-party provider applications, such as Apple Pay and Google Pay digital wallets, additional terms and conditions apply between Snappi and the Customer, which, to the extent they contradict these terms, take precedence.

3. Security Measures – Loss of Card – Unauthorized disclosure of PIN

3.1. The Holder must ensure the effective protection of their Debit Card PIN, not record or store it in an accessible or visible form and must notify the Bank as specified in clause 9 of Chapter E of this Agreement as soon as they detect any unauthorized disclosure of the PIN or any unusual or incorrect activity on the linked Deposit Account or any unauthorized transaction charged to their account.

3.2. Regarding the responsibility of the Debit Card Holder, the provisions of Chapter E of this Agreement concerning payment services apply.

4. Validity – Renewal

4.1. The validity of the Debit Card begins upon activation and expires on the last day of the month indicated as the expiration date on the Debit Card, unless canceled earlier for any reason. The Bank reserves the right to cancel the Debit Card at any time for reasons of security, legality, non-compliance of the Customer with the terms of this Agreement or with the applicable regulatory obligations.

4.2. If the Customer meets Snappi's criteria (e.g., complying with requests to update customer information), Snappi will periodically renew the Debit Card. The digital Debit Card will display its new validity period in Snappi's digital application, while the physical Debit Card will be sent deactivated and must be activated by the Holder through instructions provided by Snappi within the digital application. In case of non-compliance by the Customer or failure to meet the renewal requirements, Snappi reserves the right not to renew the Debit Card. The Customer shall be informed of such decision in due time.

5. Suspension of the Debit Card's Validity

5.1. The Bank reserves the right to suspend the use of the Debit Card for a defined or indefinite period, for transaction protection and/or for the Holder's protection, or in case of justified doubts about the legitimate use of the Debit Card, as specified in clause 9 of Chapter E of this Agreement. In such cases, the Bank will inform the Holder via any appropriate means of the suspension and the reasons for it, if possible before suspension, and at the latest immediately after, unless such notification is prevented by objective security reasons or is prohibited by applicable national or EU law.

6. Termination

6.1. In case of a breach of any of the terms of this Chapter, which are all considered essential, the Bank has the right to terminate the contract for the issuance and use of the Debit Card immediately, without any liability, and cancel the Debit Card, informing the Holder of its decision. Additionally, the Bank may terminate the contract and cancel the Debit Card immediately, without any liability and without notice, in case of a breach of the applicable legal and regulatory framework and the Bank's internal policy regarding money laundering prevention, terrorism financing prevention, and fraud detection, compliance with international sanctions and/or restrictive measures.

6.2. The Holder has the right to terminate the contract for the issuance and use of the Debit Card immediately and cancel it without charge. The cancellation of the Debit Card is done with a relevant statement from the Holder to the Bank.

The validity of the Debit Card requires at least one active Deposit Account. Therefore, if the account is closed or disconnected from the Debit Card for any reason, the Bank reserves the right to cancel the Debit Card.

7. Withdrawal

7.1. The Holder has the right to withdraw from the Debit Card issuance and usage contract within 14 calendar days from the conclusion of the contract, without any charges or fees. Withdrawal is completed by filling out the relevant withdrawal form within Snappi's digital application. In this case, the Bank will cancel the Debit Card. The right of withdrawal cannot be exercised if even one transaction has been made with the

Debit Card. In the case of a physical Debit Card, the right of withdrawal cannot be exercised after its activation. The right of withdrawal cannot be exercised in the event that even one transaction is carried out with the Debit Card.

E. PAYMENT SERVICES

1. Object and Scope of Application

1.1. These terms govern payment services in accordance with Law 4537/2018, as amended. Snappi, upon the Customer's request and at its sole discretion, may undertake the payment services listed below. The payment services under points (a), (b) and (c) mentioned in paragraph 1.2 below, are provided for payment transactions exclusively in Euro (€). For the payment services referred to in point (d), and in relation to the parts of the payment transaction executed in Greece it is noted that:

- (i) where the transaction is denominated in a currency other than that of a Member State of the European Economic Area, provided that the payment service provider of either the payer or the payee is established in Greece or in another EEA Member State, the provisions of clauses 4.9 and 7.1(a) of this Chapter shall not apply;
- (ii) where the transaction is denominated in any currency and the payment service provider of either the payer or the payee is established in a country outside the European Economic Area, the provisions of clauses 4.9, 7.1(a) and 12 of this Chapter shall not apply.

1.2. In particular, the payment services provided by the Bank and governed by these terms in Chapter E are the following:

- a) Cash withdrawals from a payment account,
- b) Execution of direct debit instructions,
- c) Execution of credit transfers,
- d) Execution of payment transactions with a card or similar means according to the provisions of the applicable legislation

2. Exclusive Identification Method

2.1. For the execution of payment orders where the Customer is both the payer and the beneficiary, the Customer must provide the details requested by the Bank, as applicable, according to the provisions in clause 3 of this Chapter. The exclusive method of identifying the beneficiary and the payment account is the IBAN (International Bank Account Number). Even if the payment order (whether it involves a debit or credit to the payment account) contains additional details, the Bank is not obliged to use them for the identification of the beneficiary, and they will not constitute exclusive identification methods with the consequences described in clause 2.2.

2.2. The execution of a payment order by the Bank using the IBAN releases both the Bank and any intermediary entities from any liability towards the Customer for non-execution or incorrect execution, even if this method is incorrect.

2.3. In cases where the provision of the account number in the IBAN format is not required for executing the payment order, the exclusive identification method may,

depending on the case, be the beneficiary's phone number or tax identification number (AFM) for payment orders. In cases of payments to third parties, the identification may also be done by selecting the beneficiary through the digital application and/or using the code typed by the Customer to authenticate the payment obligation.

2.4. In the case of a credit transfer to the Customer's payment account, which is carried out due to the use of an incorrect exclusive identification method by the payer, the Bank has the right to disclose the transaction details and the beneficiary's information to the payer's payment service provider.

3. Type and Content of the Payment Order

3.1. Snappi will process the payment transactions requested by the Customer only upon receiving the relevant order and authorization from the Customer. Payment orders are given in one of the following ways, depending on the communication channel used by the Customer:

- (a) Via orders through Snappi's digital application, after granting access to the system via the Customer's username, secret customer code, and, if applicable, the additional strong authentication code (OTP) or by capturing the Customer's biometric data,
- (b) Via orders using debit card. For an order to be considered certified, and subject to any specific terms outlined in the debit card terms of use, the following details must be provided, depending on the type of transaction, all or some of the following:
 - (i) the personal identification number (PIN),
 - (ii) the number and expiry date of the card,
 - (iii) the special identification number,
 - (iv) the full name of the holder,
 - (v) the additional strong identification code (OTP),
 - (vi) any other information that may be required under the security protocols applied by the organisations with which the Bank cooperates or may cooperate in the future

3.2. The Customer is presumed to have consented to the execution of a payment transaction if the consent was provided through the aforementioned methods in accordance with the provisions of this clause, and the order has been received by the Bank's central information system.

3.3. For the execution of the Customer's payment order as the payer, the number of the payment account to be debited is required, and, if applicable, the Customer's full name. Regarding the beneficiary, the following details may be required, depending on the case:

- The full name or the company name and registered office of the beneficiary,
- The account number or IBAN of the beneficiary,
- The name, and BIC/SWIFT code of the payment service provider holding the beneficiary's payment account,

- The execution date, amount, and currency,
- Any details that may be required based on the Bank's security protocols, and
- Any other details required by law and the guidelines of supervisory authorities.

In case additional information is requested by the beneficiary's payment service provider for the completion of the transaction, the Customer should provide it in order to avoid delays in the completion of the transaction.

3.4. Depending on the type and circumstances of the transaction, additional information may be requested, such as, but not limited to, the payment code in the case of payments to businesses, public utility companies, etc.

3.5. For transactions in the context of which the Customer is a beneficiary, the Bank may request any or all the following information:

- the Customer's account number or IBAN number,
- any information that may be required based on the Bank's security protocols; and
- any other information that may be required by law and the instructions of the supervisory authorities.

4. Time of receipt of the payment order and time limit for execution of the payment transaction

4.1. The time of receipt of a payment order is defined as the time when the Customer's Bank receives the payment order through the Electronic Networks.

4.2. In the case of a credit transfer order via the use of Snappi's digital application, the receipt of the Customer's payment order is considered completed when the "submit" or "complete" indication or any similar phrase appears.

4.3. In the case of a direct debit order transmitted to the Bank as the payer's payment service provider via the beneficiary's payment service provider, the time of receipt of the payment order is considered the time when, according to the order, the payment account of the Customer must be debited with the relevant amount.

4.4. The Customer's payment account will not be debited before the receipt of the payment order.

4.5. Subject to the direct transfer of credit. The time limit for receiving a payment order is 23:59. Any order received after this specific time will be considered as received on the next Business Day.

4.6. If the Customer who initiated the payment order and the Bank agree that the execution of the payment order will start on a specific day, at the end of a specific period, or on the day the Payer will make funds available to the Bank, the time of receipt of the payment order is considered the agreed day. If the agreed day is not a business day for the Bank, the payment order received will be considered as received on the next business day. In case of multiple orders, these will be prioritized based on the day and time they were received.

4.7. Credit transfers between payment accounts held at Snappi will be processed on the same day through Snappi's digital application, provided that the payment order is received by 23:59 of the same day and subject to exceptional circumstances.

4.8. Adherence to the above time limits is possible only if the Bank has all the necessary information to execute the transaction and provided that all required checks stipulated by the law have been completed (e.g., regarding the prevention of money laundering or investigation of fraud incidents).

4.9. For credit transfers made to a payment account held with another payment service provider established in Greece or in a Member State, the amount will be credited to the payment account of the beneficiary's payment service provider no later than by the end of the next business day after receiving the payment order.

4.10. For credit transfers in which the Customer is the beneficiary, the payment amount will be made available in the Customer's payment account once the amount has been credited to the Bank's account, with the value date (i.e., the reference point used by the Bank for calculating interest on amounts debited or credited to a payment account, the "**Value Date**") being the same business day on which the Bank received the transfer, subject to clause 4.5.

4.11. The above-mentioned time limits apply unless there are reasons that require further processing of the credit transfer orders, such as in cases where the required details for the credit transfer are incomplete, or where checks and investigations are carried out based on the applicable legal framework for the prevention of money laundering, terrorism financing, or fraud detection.

5. Revocation of Payment Order

5.1. Once the payment order is received by Snappi, it cannot be revoked.

5.2. If the Customer has agreed with the Bank to execute the order on a specific day, at the end of a specific period, or on the day the amount will be made available to the Bank, the revocation of the order can be made no later than the end of the business day preceding the agreed date.

5.3. In the case of direct debit, the paying Customer can revoke their order up to the end of the business day preceding the day on which it was agreed with the beneficiary to debit the payment account.

5.4. After the lapse of the above time limits, the Customer's order for a credit transfer may be revoked subject to prior agreement with the Bank, and in the case of direct debit, with prior agreement between both the Bank and the beneficiary. If the revocation is accepted, the Customer may be required to pay additional revocation fees in accordance with the Bank's Fees Statement or the other payment service provider's terms.

5.5. The revocation statement of the payment order is made through telephone customer service hotline. If the revocation statement is received by the Bank on a non-business day or after the time specified by the Bank as the end of the business day, according to clause 4.5 of this Chapter, it will be considered as received on the next business day.

6. Refusal to execute a payment order

6.1. If the Bank refuses to execute a payment order, the refusal and, if possible, the reasons for it, as well as the process for correcting any errors that led to the refusal, will be communicated to the Customer, unless prohibited by applicable law. If the refusal is objectively justified, the Customer must pay the notification fee as specified in the Bank's Invoice. The Bank will disclose the reasons for refusal, unless disclosure is prohibited or restricted by applicable laws or regulations.

6.2. In any case, it is clarified that non-execution due to insufficient funds in the payment account is not considered a refusal of execution under clause 6.1. In this case, the Bank is not obliged to provide notification.

If credit or debit entries are made in the payment account that are not based on the corresponding instructions from the Customer but are due to an error by the Bank's employee or any other reason, the Bank may, on its own initiative, correct (with adjustment entries) or cancel (with reversal entries) these credits or debits. Additionally, it may cancel temporary entries in the event that the condition upon which they depend is suspended.

7. Provision of information

7.1. Before executing each individual payment transaction, and upon the Customer's request, the Bank will inform the Customer about (a) the maximum execution time, (b) the fees to be paid by the payer, and, if applicable, (c) the breakdown of the individual amounts of any fees.

7.2. After the execution of the order and the debit of the payment account for payments made by the Customer as the payer, the Bank will promptly provide the Customer with the following information:

- The details that allow the Customer to identify the order and, where applicable, information regarding the beneficiary,
- The amount of the payment transaction in the currency in which the Customer's payment account is debited or the currency used for the payment order,
- The amount of any fees for the payment transaction, and, if applicable, a breakdown of these fees or the interest to be paid by the Customer,
- The Value Date for the debit or the date of receipt of the payment order.

7.3. If the Customer is the beneficiary and receives credits to their payment account, the Bank will promptly provide the Customer with the following information:

- The details that allow the Customer to identify the payment transaction and the payer, as well as any information transmitted with the payment transaction,
- The amount of the payment transaction in the currency in which the Customer's payment account is credited,
- The amount of any fees for the payment transaction, and, if applicable, a breakdown of these fees, or the interest to be paid by the beneficiary,

- Where required, the exchange rate used in the payment transaction by the beneficiary's payment service provider and the amount of the payment transaction before the currency conversion,
- The Value Date for the credit.

7.4. The information in paragraphs 7.2 and 7.3 of this clause is provided by the Bank in easily understandable terms, in Greek or in English upon the Customer's request, in a clear and comprehensible format, in writing on paper or in any other durable medium that allows the Customer to store and reproduce the information (via email) free of charge once every three months.

7.5. The Customer has the right to request that the information in paragraph 7.2 above be provided or made available periodically once a month, free of charge, in a durable medium that allows the Customer to store and reproduce the information.

8. Security Measures – Suspension of Payment Method Usage

8.1. The Customer, who has the right to use the Debit Card or access the Electronic Networks, is required to follow the security instructions as outlined in the relevant sections of this Agreement and additionally:

- (a) To use the card as well as the PIN, personal access codes to the Electronic Networks, and any additional security elements in accordance with the terms governing their issuance and use,
- (b) To securely store the card with care and to check daily that it is in their possession,
- (c) To keep the codes secret, memorize them, and not write them down in any form on the card or any other item,
- (d) To promptly notify the Bank by phone via the customer service hotline number **2104838000** without delay upon discovering the loss or theft of the card, the unauthorized disclosure of the codes, or the theft or illegal use of the devices through which the Electronic Networks are used (e.g., mobile phone), or the use of these devices by a third party, or any incorrect or unusual charges for payment transactions made without their consent.

8.2. The Bank assumes that transactions carried out using the Customer's codes are executed by the Customer themselves, who is responsible for their execution in accordance with these terms and Law 4537/2018 and for the secure storage and non-disclosure of its passwords.

8.3. The Bank has a procedure for dealing with cases of suspected or actual fraud or security threats in general, both for individual incidents and large-scale cases. If such an issue is identified, the Bank will inform the Customer in any appropriate way, particularly using one of the following methods:

- (i) Telephone communication based on the available Customer details at the Bank,
- (ii) Via email,
- (iii) Through the Snappi application,
- (iv) With push notifications

8.4. The Bank reserves the right to suspend the Customer's access to Snappi's digital application or the use of the card by the Customer for reasons that are objectively justified and concern:

- (a) Their security
- (b) Suspicion of unauthorized or fraudulent use.

In the event of any of the above situations, the Bank will inform the Customer about the refusal of access and the reasons for this, using any appropriate means, taking into account the circumstances.

8.5. The Bank reserves the right to refuse access to third-party providers (third-party payment service providers offering payment initiation services or account information services, "**Third-Party Providers**") to the Customer's account if there is suspicion of unauthorized or fraudulent access to the payment account and/or initiation of the payment transaction. If such a case arises, the Bank will inform the Customer about the refusal of access and the reasons for this using any appropriate means, considering the circumstances, and will immediately report the incident to the relevant supervisory authority.

8.6. If the reasons for suspension no longer exist and provided there is no other legal or contractual reason to the contrary, the Bank will either lift the suspension or replace the Debit Card or its codes, restore access to Snappi's digital application, or allow third-party provider access to the payment account, depending on the circumstances.

9. Quantitative Limits for Transactions Made Using Payment Instruments

9.1. The execution of payment transactions using payment instruments may be subject to quantitative limits as notified to the Customer by Snappi through any appropriate means

9.2. The Bank reserves the right to set and/or modify quantitative limits at its discretion or due to regulatory compliance.

10. Charges

10.1. The Customer must pay to the Bank, in relation to the payment services provided by the Bank, the charges provided for in its Invoice or in special agreements between the Bank and the Customer.

10.2. The Customer bears the charges imposed by the Bank, while the payer (if the Customer is a beneficiary) or the beneficiary (if the Customer is a payer) bears the charges imposed by its own payment service provider, unless there is a special agreement between the Customer and the Bank.

10.3. If the Customer acts as the payer, the Bank does not deduct any charges from the transferred amount. If the Customer is a beneficiary, the Bank is entitled to deduct charges from the amount of the payment before it is paid or credited to the Customer's payment account. In this case, the information provided to the Customer shall clearly indicate the full amount of the payment transaction and the charges deducted.

11. Unauthorized Transactions

11.1. In the case of an unauthorized payment transaction, i.e., a payment transaction executed without the prior approval or authorization of the Customer, the Customer has the right to compensation for the damage suffered due to the unauthorized transaction, provided that:

- (a) The Customer has notified the Bank promptly, without undue delay, as soon as the unauthorized transaction was detected, and
- (b) The notification was made no later than 13 months from the date the account was debited with the amount of the unauthorized transaction. The 13-month period is extended as long as the Bank has not provided or made available the information about the payment transactions to the Customer. If the above obligations are met and it is confirmed that the transaction or transactions were executed without the Customer's approval or authorization, Snappi will refund the Customer the amount of the unauthorized transaction no later than the end of the next business day from the day it became aware of or was notified about the unauthorized transaction, unless Snappi has reasonable suspicions of fraud and communicates these reasons to the competent authority (currently the General Secretariat for Commerce and Consumer Protection).

Consequently, the Bank will restore the Customer's account to its previous state and ensure that the Value Date for crediting the Customer's payment account is not later than the moment the account was debited with the amount of the payment transaction.

11.2. The Customer is liable up to the amount of fifty (50) Euros for damages resulting from unauthorized payment transactions, if the damage was caused by the use of a stolen, lost, or misappropriated payment instrument, except in cases in which the Customer is not liable at all:

- (a) The loss, theft, or misappropriation of the payment instrument could not have been detected by the Customer (i) before the payment transaction was made unless the Customer has acted fraudulently, or
- (b) The damage was caused by actions or omissions of Snappi or any entity to which Snappi had delegated its activities.

11.3. The Customer is liable for all damages related to any unauthorized payment transaction, provided that these damages are caused either by fraud or by failing to comply – due to willful misconduct - with one or more obligations towards the Bank. The Customer who suffers damages due to his gross negligence is liable up to a maximum amount of 1,000 Euros, taking into account the nature of the personalized security credentials and the specific circumstances under which the payment instrument was lost, stolen, or misappropriated. The last sentence does not apply if the Bank proves that it has and applies additional, effective, and more advanced transaction control mechanisms related to strong authentication for transactions that could cause damage exceeding 1,000 Euros, such as control mechanisms that use artificial intelligence technologies, additional codes, biometric authentication, or phone confirmation.

11.4. After the notification to the Bank via the Bank's customer service hotline, the Customer does not bear the financial consequences resulting from the unauthorized use

of the payment instrument unless they acted fraudulently or for the purpose of misleading the Bank.

12. Non-Execution, Incorrect Execution, or Delayed Execution of Transactions

12.1. The Bank, in its capacity as the payment service provider of the payer, is responsible for the correct execution of the payment transaction when the payment order is initiated by the Customer, subject to clause 12.1 of this Chapter and Articles 87(2) and (3) and Article 92 of Law 4537/2018, unless it can prove that the payment service provider of the beneficiary has received the amount of the payment transaction in accordance with the provisions of paragraph 4.10 of this Chapter. In this case:

- (a) It shall refund to the Customer the amounts of the unexecuted or incorrectly executed payment transaction without undue delay, and
- (b) Depending on the case, it shall restore the debited payment account to its previous state.
- (c) The Value Date for crediting the Customer's payment account cannot be later than the date of debit of the payment transaction amount.

12.2. If the payment order is initiated by the Customer as the payer and the payment transaction is not executed or is executed incorrectly, the Bank, upon request and irrespective of liability under this term, shall immediately attempt to locate the payment transaction and notify the Customer of the result by any appropriate means (e.g. via the application or email). In this case, no charges will be applied to the Customer.

12.3. When the payment order is initiated by the beneficiary or through them, Snappi, in its capacity as the payment service provider of the beneficiary, is responsible, subject to the provisions of paragraph 12.1 of this term and Articles 87(2) and (3) and Article 92 of Law 4537/2018, for the correct transmission of the payment order to the payment service provider of the payer. If the payment order was not correctly transmitted, Snappi, as the beneficiary's service provider, is obliged to immediately re-transmit the payment order to the payer's service provider.

12.4. If the Bank, in its capacity as the payment service provider of the beneficiary, is responsible for the correct execution of the payment transaction according to paragraph 12.1 above:

- (a) It immediately renders the amount of the payment transaction available to the beneficiary, and
- (b) Depending on the case, it credits the corresponding amount to the beneficiary's payment account.
- (c) The Value Date for crediting the Customer's payment account cannot be later than the Value Date of the crediting of the payment amount as if the payment transaction had been correctly executed.

12.5. If the payment order is initiated by the Customer as the beneficiary and the payment transaction is not executed or is executed incorrectly, the Bank, as the service provider of the beneficiary, upon request and irrespective of liability under this term, shall immediately attempt to locate the payment transaction and notify the Customer of the result by any appropriate means (e.g. via the application or email). In this case, no charges will be applied to the Customer.

12.6. If the payment transaction is executed with delay, the Bank, in its capacity as the payment service provider of the beneficiary, shall ensure, upon request from the payment service provider of the payer acting on behalf of the payer, that the Value Date for crediting the Customer's payment account is not later than the Value Date for crediting the payment amount to the relevant payment account in the case of correct execution of the payment transaction.

13. Right to refund

13.1. The payer Customer is entitled to request a refund from Snappi for amounts related to an authorized payment transaction, which was initiated by the beneficiary or through them and has already been executed, provided that the following cumulative conditions are met:

- (a) At the time of approval, the exact amount of the payment transaction was not specified,
- (b) The amount of the payment transaction exceeded the amount that the Customer would reasonably have expected, taking into account their previous usual expenses, the terms of this agreement, and the specific circumstances of the case.

13.2. The Customer (under its capacity as payer) may submit a request for a refund, in accordance with the above, relating to an authorized payment transaction initiated by or through the payee, within eight (8) weeks of the date on which the payment account was debited with the corresponding amounts. Within ten (10) business days of receiving a request for a refund, the Bank shall either refund the full amount of the payment transaction or justify its refusal to refund the amount, indicating to the Customer the entities before which the Customer may file an appeal.

13.3. The payer Customer is not entitled to request a refund of amounts:

- (a) If they have given their consent directly to the Bank for the execution of the payment transaction,
- (b) If the information regarding the future payment transaction has been provided or made available to the Customer at the agreed time, at least 4 weeks before the payment date, either by the Bank, the beneficiary, or through the beneficiary's payment service provider.

F. SET-OFF RIGHT

1. In the event that the Bank has any overdue claim against the Customer for any reason, it has the right to offset it, without prior notice, from any cause, whether arising or future, including any claims the Customer has against the Bank, including those arising from balances in deposit accounts held at the Bank. The Bank shall subsequently inform the Customer regarding such set-off.

G. ASSIGNMENT – TRANSFER OF CLAIMS

The Bank reserves the right to assign, without the Customer's prior consent, to third parties, in whole or in part, its claims against the Customer, regardless of whether such

claims are due, and irrespective of the legal relationship from which they arise. For these purposes, the Bank may provide the assignee with all information, including any confidential information covered by professional or banking secrecy, relating to both the claims to be transferred and the Customer itself, provided that the assignee has previously undertaken to the Bank to maintain the confidentiality and secrecy of such information.

H. PERSONAL DATA

1. Snappi, as the data controller, collects, maintains, and processes the Customer's personal data in accordance with the applicable European and national legal and regulatory framework. The Customer has been informed, understood, and accepted the terms outlined in Snappi's Security & Data Protection Policy, which is available on the Snappi digital application and on the website www.snappibank.com.

I. AMENDMENTS

1. Any amendment to the terms of this agreement is proposed by the Bank to the Customer through any appropriate means at least two (2) months prior to the proposed effective date. To the extent permitted by law and if such prior notice is required, the Bank reserves the right to amend this Agreement by giving one month's prior written notice. The Customer may either accept or reject the amendments before the proposed effective date. The Customer is considered to accept these amendments to the terms of this agreement, unless the Customer notifies the Bank in writing before the proposed effective date for the non acceptance. In this case, the Customer has the right to terminate the agreement without charge and with effect from any time before the date the amendment would have taken effect.

J. DURATION, EFFECT AND TERMINATION

1. The Agreement is of indefinite duration and commences from the date of acceptance of its terms, upon the completion of the Customer's registration through the Snappi digital application. The Customer reserves the right to withdraw from the Agreement without penalty within fourteen (14) days of the date of its conclusion, provided that no transaction has been made.

2. The Bank reserves the right to suspend or terminate the business relationship with the Customer unilaterally and at any time in case of violations of any term of this agreement or any other specific agreement between the parties, all of which are considered essential, or for any other lawful cause including compliance with obligations arising from legislation on the prevention and suppression of money laundering and terrorist financing or compliance with the Bank's internal policy. In this case, the Bank has the discretion to terminate the business relationship and close the accounts held by the Customer at the Bank. In the absence of good cause, the Bank may terminate the Agreement with two (2) months' notice. The Customer may terminate this Agreement at any time and for any reason upon one (1) month's notice to the Bank.

3. In case of termination, both Snappi and the Customer are obligated to cooperate immediately for the complete settlement of their relationship, the settlement of the Deposit Account, and the return of the deposit product.
4. Any termination of this Agreement by either party in accordance with the terms set forth in this agreement will result in the termination of any other agreements between the parties.

K. COMPLAINT HANDLING – ALTERNATIVE DISPUTE RESOLUTION

1. Submission and Management of Complaints

1.1. The Customer may submit complaints regarding the products and services offered by the Bank through the following means:

- (a) To the Bank's customer service hotline via recorded phone communication, available 24/7/daily at 2104838000,
- (b) Via email to the address customer@snappibank.com,
- (c) Through the Snappi digital application.

1.2. Upon receiving the Customer's complaint, the Bank, through the customer service hotline - the responsible complaints management unit, will inform the Customer about the receipt of the complaint. After investigating the complaint, the Bank will respond to the Customer as soon as possible and in any case, no later than 35 working days from the submission of the complaint. In the event that it is not possible to complete the investigation and provide a response within the thirty-five (35) working days, the Bank will inform the Customer of the delay. Such notification shall include the estimated time within which the final response is expected to be provided

1.3. If it is not possible to provide a response within the aforementioned time frame, the Bank will inform the Customer of the reason for the delay and specify the time frame within which the investigation of the complaint is expected to be completed, and the written response will be provided.

1.4. Upon the Customer's request, updates regarding the progress of the complaint investigation will be provided.

1.5. If the Customer is not satisfied with the Bank's response, the Customer may refer the dispute for out-of-court resolution to one of the bodies mentioned in section 2.1 of this Chapter.

1.6. The Bank makes every effort to respond in the manner and by the means through which it received the Customer's complaint within fifteen working days from the receipt of the complaint. In exceptional cases that involve reasons beyond the Bank's control, a temporary response will be sent to the Customer, clearly stating the reasons for the delay in responding to the complaint and specifying the time frame within which the final response will be given. In any case, the time frame for the final response will not exceed thirty-five (35) working days from the receipt of the complaint.

1.7. Regarding the Payment Services in Chapter E, the Customer has the right to file complaints with the General Secretariat of Commerce and Consumer Protection of the Ministry of Economy and Development.

2. Alternative Dispute Resolution

2.1. For any dispute or controversy, the Bank participates in the institution of the Banking and Investment Services Ombudsman. In the event that a dispute between the

Client and the Bank cannot be settled between them, the Client may apply for the out-of-court settlement of the dispute to the aforementioned institution (1 Massalias str, 10680 Athens, www.hobis.gr, PC 10440, +302103376700, info@hobis.gr), as an Alternative Dispute Resolution (ADR) institution, which is registered in the special Register maintained on the website of the General Directorate of Consumer Protection and Market Supervision.

2.2. The Customer may also address their complaint to the Consumer Ombudsman.

L. APPLICABLE LAW – JURISDICTION

1. This Agreement and any contractual relationship between the Customer and the Bank shall be governed exclusively and in its entirety by Greek law.
2. For any dispute or conflict arising from this contract and any other contractual relationship between the Bank and the Customer, the courts of Athens (Central Seat) shall be also competent, unless otherwise agreed between the parties in any Special Conditions.

Date 16/7/2025, Version 1.1