

TERMS OF USE/CONFIDENTIALITY – LIABILITY EXCLUSION

The visitor/user of GENIKI e-Banking internet pages and GENIKI Bank's internet site's pages in general should read carefully the terms of use and the conditions of the supply of services cited below before visiting or using our pages and services. Unless the visitor/user disagrees with the terms and conditions, in which case he/she shall not visit/use the pages of GENIKI e-Banking and GENIKI Bank's internet site and/or GENIKI Bank's services offered through them, the visitor/user shall be deemed to accept the terms and conditions and to consent to them. The terms of use below are valid for the totality of their content and for everything included generally in the pages of GENIKI e-Banking and GENIKI Bank's internet site, but shall in no case substitute the Terms of Transactions via Alternative Channels, which govern transactions through GENIKI e-Banking.

GENERAL BANK OF GREECE S.A. (hereinafter for reasons of brevity referred to as "GENIKI Bank") is entitled to modify the terms and conditions at any time. The visitors/users shall each time check the terms and conditions for eventual modifications and in case they continue the use, they are deemed that they accept the amended terms and conditions. Otherwise they shall be obliged to refrain from the use/visit of GENIKI e-Banking site and our Bank's internet site.

➤ 1. Intellectual and industrial rights

The total contents of our internet site, including, indicatively, texts, news, graphics, photographs, drawings, illustrations, services supplied and generally records of any kind constitute the object of a copyright which belongs to GENIKI Bank and are, except for any expressly acknowledged third party rights, governed by national and international provisions on intellectual property law. Consequently, the contents may not be reproduced, republished, copied, stored, sold, relayed, distributed, published, executed, downloaded, translated or modified in any way whatsoever, in part or in summary form, without the prior express written consent of GENIKI Bank.

Individual parts of the contents may exceptionally be stored or copied on a simple personal computer, strictly for personal use without an intention for a commercial or other exploitation and always on condition that the source of any individual parts of the contents stored or copied as above is cited at all times, where they are intended solely for personal use. This clause shall under no circumstances be considered as an assignment or transfer of GENIKI Bank's intellectual property rights in any manner whatsoever.

Whatever else is contained in the electronic pages of our internet site and constitutes an established trademark or product protected by a third party's copyright falls within the third party's area of responsibility and has nothing to do with our internet site.

➤ 2. Visitor's/user's obligations

The visitor/user of our internet site must on one part comply with the rules and provisions of Greek, European and International law and the relevant legislation governing telecommunications, and on the other must refrain from any illegal, non-proper or abusive use of the contents and the services of our internet site. Furthermore, the visitor/user must behave in a proper, kind and discreet manner during his visit and use of our internet site, whereas the adoption of unfair competition practices or other which are contrary to NETIQUETTE (Code of Internet Users Behaviour) is expressly prohibited. Any damage caused to our internet site or to the Network in general by reason or as a result of the visitor/user's misuse or abuse or generally non-proper use of the relevant services shall fall exclusively within his/her area of responsibility.



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➤ 3. Limitation of Network

GENIKI Bank exercises its best efforts to ensure, without guaranteeing and consequently being liable, for maximum accuracy, clarity, timeliness, completeness, correctness and availability of the information and the contents of the present internet site. Under no circumstances, including negligence, shall GENIKI Bank be liable for any eventual damage caused to the visitor/user as a result of the use of our internet site.

Any information and service available shall be supplied as is, without any warranty whatsoever, whether express or implied, on GENIKI Bank's part, GENIKI Bank expressly disclaiming all warranties, even warranties regarding the merchantability or fitness thereof. GENIKI Bank under no circumstances guarantees an uninterrupted, error-free or virus-free supply of contents and services via its internet site or via any other site server providing access to the contents of its internet site. Accordingly, under no circumstances shall GENIKI Bank be liable for any direct or consequential damage, or loss of profit, decision-making, performance or non-performance of any securities or other investment transaction that may arise from the use of its internet site.

➤ 4. Exclusion of advice

Under no circumstances shall anything available to the visitors/users through our internet site be deemed to constitute directly or indirectly a stimulation advice or encouragement to carry out any investment or other act which has a financial impact; the visitor/user shall use his/her discretion to assess anything available through our internet site as above and shall act on the basis of his/her own will, being responsible for his/her acts without any responsibility on our part as above indicated.

➤ 5. Links to other internet sites

Our internet site is not legally responsible for the contents and services of internet sites other than GENIKI Bank's which are accessible via its internet site through links, hyperlinks or advertising banners, and makes no warranties as to the availability of the contents or services thereof. Any problem which may arise during the visitor/user's use of any other internet sites accessible via GENIKI Bank's internet site falls exclusively and only within the area of responsibility of the respective internet sites, to which you must also refer. Access to other internet sites via GENIKI Bank's internet site is provided for the visitor/user's convenience only and in no case creates any liability, obligation or commitment of any nature whatsoever in any of the parties involved.

➤ 6. Personal Data Protection

Management and protection of the visitor's/user's personal data on our internet site is governed by the present Agreement and the relevant provisions of Greek Law (Law Nr. 2472/1997, Presidential Decree Nr. 207/1998 and 79/2000) as well as the European Union Law (Council Directive 95/46/EC and 97/66/EC) as they apply.

Subjects' Information (under Law 2472/97 and Regulatory Deed 1/1999 of the Personal Data Protection Authority): GENERAL BANK OF GREECE S.A. (109-111, Mesogeion Avenue, Athens, tel.: 210-6975000) («Processor») notifies all natural persons («Subject»), who are a) clients of banking services, b) shareholders, agents, members of Boards of Directors of clients, and persons authorized to accept service on behalf of a client, c) contracting parties (e.g. guarantors), and d) prospective clients who have submitted applications to become clients of the Bank, that it will



process their personal data. **Purpose of Process:** access of Bank's clients to GENIKI e-Banking service, performance of banking transactions via GENIKI e-Banking, clients' service and support, monitoring of the Bank's transactions with its clients, protection of the Bank's interests, fulfilment of the Bank's obligations, protection of the proper operation of the Banking system, and promotion of sales of the Bank's products or services, after specific consent of the Subject. **Recipients of the data:** - for the particulars relevant to V.A.T. payments: the company with the name «DIATRAPEZIKA SISTIMATA A.E.» and the distinctive title «DIAS» (2, Alamanas St., Marousi), - for the particulars which the Bank is entitled or obliged to release on the basis of a law or a court judgment: public and judicial authorities, public officers and third parties, - for all particulars: the Bank's Administration, departments and any affiliated companies or companies within the Group of SOCIETE GENERALE in the course of performing their tasks. The Subject has the right to know whether the personal data that relate to him are subject or have been subject to processing (right of access, article 12, law 2472/97), as well as to raise objections to the processing of personal data that relate to him (right of objection, article 13 law, 2472/97). For the exercise of his foregoing rights the Subject may refer to the Bank's "Banking Ombudsman-Customer Complaints" Department (109-111, Mesogeion Avenue, Athens, tel.: 210-6975000).

In addition, our internet site is not responsible for the terms of management and personal data protection of other links of hyperlinks they provide.

Under aged have access to our internet site only with parental/guardian consent and are not obliged to provide their personal files.

➤ 7. Indemnification

It is hereby expressly agreed that in the event that any claim or action, whether administrative or judicial, is filed against GENIKI Bank's internet site as a result of the visitor/user's breach of any nature whatsoever, the visitor/user undertakes to enter into legal proceedings on the one part and to indemnify on the other part our internet site's carrier for any loss, damage or other expense incurred to it by reason or as a result of the above.

➤ 8. Governing law and other provisions

The present Agreement of use is governed by the provisions of Greek Law, the Regulations and Directives of European Law and relevant international provisions, and shall be construed in accordance with the rules of good faith, equitable principles and the economic and social purpose of rights. Should any of the terms hereof be declared contrary to the law and therefore void or voidable it shall ipso jure cease to be effective, but the remaining terms hereof shall under no circumstances be affected and shall continue to remain in full force and effect.

No amendment to any of the terms hereof shall be valid or constitute a part hereof unless it is formulated in writing and incorporated into these Terms.

Any dispute arising hereunder shall be subject to the exclusive jurisdiction of the Athens courts.

➤ 9. Supervising Authority

The Bank of Greece is the supervising authority for GENIKI Bank.