# ESSENTIAL TERMS FOR THE ISSUANCE OF DINERS CLUB, DINERS CLUB VODAFONE, DINERS CLUB UNICEF, DINERS CLUB PUBLIC, AEK FC DINERS CARDS

Preamble - Issuer Information

DINERS CLUB GREECE CREDITS PROVISION S.A. ("DC") issues credit card DINERS CLUB or DINERS CLUB VODAFONE or DINERS CLUB UNICEF or DINERS CLUB PUBLIC or AEK FC DINERS (the "Card") to the contractor-holder thereof (the "Cardholder") upon relevant request of the latter.

DC is a company providing credit and subject to the supervision of the Bank of Greece (Eleftherios Venizelos Street No. 21, Athens) as the competent supervisory authority. DINERS was established and operates under license of the Bank of Greece (Banking and Credit Affairs Committee 159/26.9.2003). It has its headquarters in Athens ( Syngrou Avenue, no. 52 to 54), and is duly registered in the SAs' register of the Prefecture of Athens under No 1311/01/B/86/1311, has the Tax Payers Reg. No. 094025400 Fiscal Service FAEE of ATHENS and the email address www.dinersclub.gr.

### A. Issuance - Usage of the Card

- 1. The Card is issued by DC in the form of a plastic pass, and allows the Cardholder, within the time limits of its validity and within the approved credit limit thereof, in accordance with Section 22 of these terms (the "Credit Limit") and in accordance with these terms, to perform payments to certain points of sale, as well as to conduct transactions and use banking services (indicatively, withdrawal or deposit of notes, payments and related transactions) using automated teller machines (ATMs) of Citibank International PLC, Branch of Greece ("Citibank", which is a crediting institution based in London, United Kingdom (Citigroup Center, Canada Wharf), legally operating in Greece (Othonos street, no. 4, Athens), or at ATMs of other banks, connected to the network of DC, as well as electronic equipment receiving and counting coins ("Automated Payment Centers") (or "APC") located inside Citibank branches.
- 2. The Card, both the original and the one issued following a replacement or renewal, is delivered to the Cardholder via standard mail, but for security reasons, it is render effective following personal communication of the Cardholder with DC through a special service of the customer support call center of Citibank, "CitiPhone" (Hotline: 2109290200) or following transmission of a text message (SMS) to a special five-digit number designated by DC to the Cardholder in accordance with its procedures. The Card is valid for the period indicated on its body and is replaced upon its eventual expiration through the issuance of a new plastic body.
- 3. The Cardholder, upon receipt of the card is required to sign it immediately (with a permanent-ink pen) at the designated area in the body of the Card availed for this purpose.
- 4. Following the issuance of the Card, the Cardholder is notified of his "PERSONAL IDENTIFICATION NUMBER" or "PIN". The PIN is a unique combination of numbers notified by DC to the Cardholder and the Cardholder has the ability to change it at any time with another number at his absolute discretion; this number is entered by the Cardholder directly to the DC's electronic system and is used in combination with the card for the performance of transactions at businesses by entering it in a special terminal for Cardholder authentication purposes (CHIP & PIN technology) or ATM transactions.5.
- 5. The Card is strictly personal. The right to use both this and the PIN belongs exclusively to the Cardholder. It is not allowed to transfer the Card in any way, or allow its use by any third person.
- 6. It is agreed that the transactions that can be carried out by the Cardholder using the Card are subject to limitations with regard to their maximum amount, whether per transaction category or for all transactions performed in a single day (indicatively, daily transaction limit for businesses, daily limit of ATM cash withdrawal from deposit account held by the Cardholder with Citibank, etc.). DC may increase or decrease the above restrictions and transaction limits. The user can be informed of the above restrictions and transaction limits by calling Citiphone Monday through Friday between 6:00 am and 18:00 pm.
- 7. DC reserves the right to suspend the Cardholder's ability to use the Card, for sound reasons relating to the following: (a) the security of the Card, (b) the existence of a suspected unauthorized or fraudulent use of the Card, (c) the reasonable discretion of DC that there is significantly increased risk of possible failure of the Cardholder to fulfill his obligation to repay the credit provided through the Card.
- In case of suspension of the Card's use, DC shall notify the Cardholder, whether in writing or orally, prior to such suspension of use, whenever this is possible, otherwise immediately thereafter, unless the provision of information is not allowed for reasonable security reasons, or is expressly prohibited by the applicable law. As soon as the reasons for the suspension are raised, DC shall either proceed to the removal of such suspension, or shall replace the Card and/or PIN, if necessary. DC shall avail to the Cardholder the special service of the customer telephone support, "CitiPhone" (2109290200), which operates on a twenty-four-hour basis (24hour), for the submission of a request to raise the suspension of the use of the Card.
- 8. At the request of the Cardholder, it is possible for DC to issue an "extra" Card to another person with the same expiration date, which charges and performs transactions using the Card Account (the "Account") within the same Credit Limit. Both the holder of the "primary" card and the holder of the "extra" card, are jointly and severally liable to DC for the full amount of each debt resulting from the use and because of the "primary" and "extra" Cards. Each obligation, debt or affirmation in connection with this contract is indivisible and binding to all Cardholders. Any reference to the Cardholder in these terms shall include the Cardholders of "extra" Card. Any reference to the Card in these terms shall include both the "primary" and any "extra" cards.

# B. Safekeeping - Loss or theft or misappropriation of the Card - PIN Communication

9. The Cardholder is responsible to use the Card and PIN, and generally the services provided through the Card, in accordance with the present terms governing the issuance and use thereof. In particular, the holder must take all necessary measures to ensure the safekeeping of the Card, checking regularly and in any case daily its possession,

preventing the transfer and any use thereof by any third party. Moreover, the Cardholder must maintain strictly secret and confidential the PIN, which must be memorized, immediately destroying the document through which the PIN was communicated to him, while he must further avoid recording such number anywhere. The storage of PIN in any recognizable format constitutes gross negligence on the Cardholder's part. If the Cardholder loses the Card or has reasonable grounds to suspect that the number or PIN has been acquired by third parties or has been divulged, or that the Card or PIN has been used without authorization or can be used by a third party, then he is responsible to notify DC immediately and request replacement of the Card and/or PIN. DC avails to the Cardholder a special service of the telephone support system, "CitiPhone" (2109290200), which operates on a twenty-four-hour (24hour) basis, in order for the Cardholder to report eventual loss or theft or misappropriation of the use by non-beneficiary or unauthorized use of the Card and/or of the PIN. In order to protect the interests, both of the Cardholder and of the DC, the relevant telephone conversations will be recorded. Up to the notification of DC, the Cardholder is the sole responsible for damages suffered due to loss or theft or misappropriation of the Card and/or of the PIN, up to the maximum limit provisioned by the law (currently 150 Euros), unless (a) such losses are due to the fact that the Cardholder has acted fraudulently or failed to fulfill one or more of his obligations under this Section and Section 40 of these terms, whether intentionally or through gross negligence, case upon which the Cardholder is liable without any limitation, and (b) DC did not provide the Cardholder with appropriate means, as mentioned in this section, so that the Cardholder is able to notify DC at any time with regard to the loss / theft / embezzlement of Card and/or PIN, case upon which the Cardholder does not bear any responsibility, unless the Cardholder has acted fraudulently, case upon which he is liable without any limitation. As of the the time of notification of DC, the Cardholder does not bear any responsibility for the use of the Card and/or the PIN that has been lost or stolen or diverted, unless the Cardholder has acted fraudulently, case upon which he is fully liable. Following submission of a relevant request by the Cardholder within a deadline of eighteen (18) months after notification to DC concerning the theft / loss / embezzlement / unauthorized use of the Card and/or the PIN, the Cardholder may request from DC the means necessary to document that he actually proceeded to such notification.

## **C. Transactions with Companies**

10. The Cardholder is entitled to use the Card in his transactions with companies (the "Companies") that cooperate with DC and are recognized by the DINERS marking, in Greece or abroad, in order to purchase goods or services. DC may, upon prior notification to the Cardholder not allow transactions with certain classes of Companies, whose activity or transaction means are jeopardizing the interests of its customers. These categories include gaming companies transacting online, or any other companies that may be notified by DC through the monthly account statements. Each transaction at Businesses using the Card will be conducted as follows: a) inserting the Card and entering the PIN at a special terminal for authentication of the Cardholder (CHIP & PIN technology). Approval of this transaction by DC will be provided by means of the special charge slip automatically printed by the special terminal without requiring the signature of the Cardholder on the body of the slip, or b) placing this card in the electronic printer (EPOS terminal). Approval of this transaction by DC will be provided by means of the special charge slip automatically printed by the electronic printer (EPOS terminal), on which the Cardholder will sign. Besides the case under 10(a) above, such charge slips shall be signed by the Cardholder only in his dealings with Companies with which DC has authorized transactions remotely through electronic, telephone or other communication. 11. The Cardholder shall provide DC with an irrevocable instruction and authorization to pay on his behalf the billing statements or receipts or accounts, including remote transactions not accompanied by a signed debit note, which will be submitted to the Bank by the Companies transacting with the Cardholder, and the Bank shall charge respectively the Card Account. The consent of the Cardholder to proceed to such payments is provided as mentioned in section 10, i.e. through the use of the Card by the Cardholder and his signature on the relevant written evidence printed by the electronic printer (EPOS terminal) or through the use of the personalization data of the Card (card number, card verification number) and the corresponding confirmation of the details of the transaction, in case DC has expressly authorized transactions with Companies remotely, using electronic, telephone or other communication.

12. DC does not have any liability against the Cardholder for any act or omission of the Companies during his transactions with them, nor the Cardholder has the right to raise against DC any objections and claims he may have against the Companies.

## D. Direct debits

- 13. The Cardholder is able to proceed to the payment of telecommunication fees or charges of electricity (of the same Cardholder, or for third parties), and other debts to public entities and companies cooperating with DC for this purpose, through respective billing of the Card Account. This feature is activated with the submission by the Cardholder of a written standing order to the company or body, respectively. Through the signature of such order, the Cardholder consents to the settlement of the relevant bills on behalf of DC. The Cardholder is required to monitor and record the commencement and cessation of the payment of his debts through direct debit, using the account statement copies issued by these entities and companies that certify that method of payment.
- 14. The charges to the Card Account shall be applied on the last day indicated on the copy of the bill to be paid, as long as the Card avails adequate remaining Credit Limit. However, if the available Credit Limit of the Card does not suffice to pay all outstanding bills expiring on the same day the order for the settlement shall be freely selected by DC. It is not possible to perform partial payment of the bills of the above entities or companies due to the insufficiency of the available Credit Card Limit.
- 15. Without prejudice to section 43 of these terms, the settlement order will be considered properly executed by DC, if the relevant amounts were remitted in due time by DC to the relevant entity or company and DC shall have no liability: (a) for any incorrect calculation or non calculation of amounts by such entity or company, respectively, or (b) for any interruption, on their part, of the Cardholder's ability to settle his bills using this mode.

16. The Cardholder must promptly notify DC of changes in his registration number for telephone or other connections; such number being the method used for his identification during implementation of Direct Debit of the Card Account for the settlement of the respective bills.

17. The Cardholder may at any time revoke the standing order for the payment of his bills through the debit of his Card Account, upon relevant notification of the company or entity for which he had initially provided such standing order. The effect of such revocation shall be immediate, as long as such revocation reaches DC not later than the end of the business day preceding the day agreed to debit the Card Account with the amount of the current bill, otherwise such revocation shall apply for the directly next bill to be settled. It is expressly agreed that, especially in case of Card renewal or replacement for any reason, any existing direct debits will automatically run through the new Card irrespective of its activation or not by the Cardholder unless the latter has revoked them in accordance with the above.

#### E. ATM / APC Transactions

18. The Cardholder may perform transactions using the Card in APCs, ATMs of Citibank or ATMs of other banks associated with the network of DC. In these cases, the combined use of the Card and PIN identifies the Cardholder, equals to the signature of the Cardholder and bears the same effect as a handwritten signature would. The Cardholder agrees that the orders transmitted through the above combined use of the Card and PIN, is valid and effective and are akin to the written instructions, and waive any claims of lack of substance, or documentation evidence, or of handwritten signature. With a combined use of the Card and PIN the Cardholder consents to the adoption by DC of the performance of the relevant commands.

19. The Cardholder is entitled, through a combined use of the PIN, to withdraw cash, as a loan, but always to the maximum cash withdrawal limit that DC has approved and communicated to him. Cash withdrawal as per the above can be carried out in Greece, either through Citibank ATMs or from ATMs of other banks through the interbank system "DIASNET." Moreover, the Cardholder shall be entitled to withdraw cash abroad, as per the above, in the currency allowed, but only using ATMs bearing the label "Pulse". In addition to the general limit for cash withdrawal, it is expressly agreed that the cash withdrawals due to a loan are subject to various restrictions on the maximum amount, either by withdrawal or for the total number of withdrawals within a certain time period (i.e. monthly cash withdrawal limit), as such restrictions are established and announced by DC from time to time through the monthly statement or otherwise. The Cardholder acknowledges and accepts that the possibility to withdraw cash due to a loan under this section does not refer to the basic function of his Card, but is an additional possibility to use the Card and the appropriate credit limit granted to him by DC, which holds, in any case the, the right to cancel this possibility at any time at its reasonable discretion, after informing the Cardholder.

20. Exclusively for cash deposits intended for the payment of Card debts, the Cardholder shall have the option of paying the amounts deposited either directly to APC, through the simple entering of the Card number, or at ATMs of Citibank. The payment to APC / ATMs of Citibank is performed using only Euro notes, inserted in the special note reception and counting slot of the APC / ATM, according to the relevant instructions that appear on the APC / ATM display. After inserting the notes into the slot, the APC / ATM counts them, and their total amount appears on the APC / ATM display. If the Cardholder agrees to the amount indicated on the APC / ATM display, he confirms such amount, the payment is concluded and the APC / ATM issues a relevant written deposition receipt. Counterfeit notes are not accepted by the APC / ATM. The monetary amounts deposited to APC / ATM in this way, are credited to the Card Account immediately upon receipt.

21. As long as the relevant ability is provided by DC and Citibank and following a request of the Cardholder, the Card can be linked to a deposit account held by the Cardholder with Citibank, providing thus the Cardholder with the ability to effect through the ATMs of Citibank, the following transactions: (a) cash deposits to such account, (b) cash withdrawals from this account, (c) transfer funds from this account to other accounts.

The above transactions are governed by the relevant applicable General Transaction Terms of Citibank, governing the creation, transaction and operation of a deposit account, which is connected to the Card.

## F. Credit Limit

22. The use of the Card shall always be performed in the context of the Credit Limit that DC has approved and notified the Cardholder, originally upon reception of the Card and then through the Monthly Statement of Account received by the latter. The Credit Limit, which includes all transactions performed by the Cardholder using the Card, including cash withdrawals due to a loan, in accordance with section 19 of these terms, even if not yet charged to the Card Account, such as, indicatively, the future installments of a purchase price of a Business, is subject to periodical readjustment by DC and fluctuates depending on the creditworthiness and general crediting behavior of the Cardholder, as this is assessed at times by DC under specific criteria. Specifically, DC may reduce the Credit Limit of the Cardholder, if the latter, alternatively or cumulatively: (a) is in default at the time of assessment or had been in default at any time within the last twelve (12) months from the time of evaluation, whether for the specific Card, or for any other card or credit product granted by DC and/or Citibank and/or another company of the Citibank International Plc Group to which DC belongs, (b) has exceeded the Credit Limit of the Card at any time within the last six (6) months from the time of evaluation, (c) had used less than half the Credit Limit at the time of assessment or within twelve (12) months before the time of evaluation, (d) does not meet the eventual crediting criteria of DC, as it arises following examination of the economic behavior data records of "Tiresias SA". (e). In case of a new application by the holder and issue, in response to such application, by the Bank of any card of Citibank International plc or of the Credit Provisions societe anonyme entitled "DINERS CLUB CREDIT SA".

In any case where the Cardholder: a) submits to the Bank or another company of the Bank Group an application to achieve extra-judicial settlement as per Law 3869/2010 as in effect from time to time; and/or b) is in default or exceeds

the Credit Limit at the time of evaluation or within six (6) months prior to the time of the assessment in any other card, or other banking product of credit issued by DC and/or another company of the Citibank International Plc Group, then DC may suspend the available Credit Limit of the Cardholder's Card. Further, DC retains the right to suspend the use of the available Credit Limit of the Cardholder on serious grounds and, indicatively, in case of any one of the following events which affect the smooth operation of the domestic financial market and/or create increased risk as regards the ability of the Cardholder to repay the credit provided to him through the Card and for the duration of such events: a) monetary turmoil, including currency change and devaluation; b) enforcement of laws or administrative restrictions on the free movement of capital in general and/or currency restrictions; c) significant change in the CPI by at least 20% as compared to the immediately preceding twelve-month period; d) restrictions on the operation of credit institutions, either in terms of working hours or in terms of the banking transactions performed; e) increased costs and/or deterioration of the conditions and circumstances to raise funds from the interbank market or DC inability to have access to it; f) lack of liquidity for DC and the domestic credit system in general so that compliance with the liquidity level imposed on credit institutions becomes difficult. In case that the Cardholder satisfies the crediting criteria of DC at the time of the evaluation, DC may proceed to an increase of the credit limit of the Cardholder. In the above cases, the increase, decrease or suspension of the use of the Credit Limit shall be performed automatically at the time of evaluation and the Cardholder will be informed respectively through the next Monthly Statement of Account. Notwithstanding the above, DC reserves the right to proceed at any time to increase or reduce or suspend the Credit Limit of the Cardholder giving a two months' notice to the Cardholder as established in Section 51.G. Monthly Statement of Account

- 23. Each month, DC shall send through ordinary mail to the Cardholder a copy of the Statement of Account of the Card for the corresponding monthly period (the "Monthly Statement of Account"). The Monthly Statement of Account indicates clearly all credit/debit transactions of the Card Account during the monthly period to which the Monthly Statement of Account refers, and particularly: the charges from transactions with Companies, cash withdrawals, as well as charges for any fee, levy, interest or costs incurred by the Cardholder (annual subscription fees, monthly conventional interest, default interest, etc.). In addition, each Monthly Statement of Account records the balance of the debt of the previous Monthly Statement of Account, the new debit balance, the minimum monthly payment (the "Minimum Payment") and the due date. Moreover, the Monthly Statement of Account records the current contractual interest rate and the current Credit Limit. Charges sent late by the Companies involved, may be registered in a subsequent Monthly Statement of Account. Any transactions and charges not recorded on a Monthly Statement of Account for any reason, are entered in the next Monthly Statement of Account.
- 24. The Monthly Statements of Account that refer to "extra" Cards shall be communicated strictly and exclusively to the "primary" Card Cardholder.
- 25. Each Monthly Statement of Account and the extract of the Card Account from the commercial books of DC maintained in electronic format at a computer center, are the documents adequate for the issuance of a Payment Order in the context of sections 623 et seq. of the Civil Proceedings Code and shall be conclusive evidence of debt or co-liability of the Cardholder against DC arising from the use of the Card issued to the Cardholder of the "primary" and any "extra" Card. However, rebuttal against such evidence is allowed.

## H. Payment

26. The Cardholder has the ability to settle his entire debt within the deadline stated in the Monthly Statement of Account addressed to him, in which case no interest is charged, except for the charges arising from cash withdrawal, in accordance with section 19 of these terms, such amounts being computed as defined in section 33 of these terms. If the Cardholder does not settle the entire amount due at the latest by the date of payment specified in the Monthly Statement of Account, then the debt on the Card shall be repaid in interest-bearing monthly installments and the Card Account will be charged with interest in accordance with sections 34 and 35 of these terms. If the Cardholder opts, in accordance to the above, to perform the repayment of his debt from the Card through interest-bearing monthly installments, then the Cardholder must pay each time at least the Minimum Payment, which currently (August 2012) equals to the greatest of the following two amounts: (I) 3% of the eventual debit balance or (II) the total amount of interest charged over the debit balance. In any case, the Minimum Payment shall not be less than the amount of 20.00 Euros. In case the Credit Limit is exceeded or in case of payment default, the Minimum Payment is increased per the exceeded plus the excess penalty defined in section 32 of these terms, plus any amount due from any previous delays. Moreover, the Minimum Payment amount is also increased, if applicable, per the level payment amount of each loan, the settlement of which is performed through the Card, and any financing costs associated with the approval and issuance of such loan.

27. Any payment by the Cardholder in respect to a debt from the Card, with the exception of payments made after the lapse of 180 days of any termination of this agreement, as specified at the end of this section, shall be allocated as per the following order to the legal expenses, taxes / levies, other expenses or fees, interest and compound interest on late payments, contractual interest and finally to the capital of the charges of the Card Account (transactions with Companies, cash withdrawals, any loans / transfers of balances settled through the Card), with priority to the repayment of amounts subject to the computation of the lowest interest, in accordance with these terms. Any payment by the Cardholder in respect of the debt from the Card after the expiration of 180 days of any termination of the present document shall be allocated, in this order, to the capital of the Card Account charges, all types of expenses and then to all types of interest.

#### I. Expenses- Charges - Interest - Default - SEPPE of the Card

28. For the issuance of the Card, the Cardholder is charged with the applicable annual subscription fee which currently (August 2012) amounts to 35.00 Euros for Diners Club Public, AEK FC Diners, Diners Club - Vodafone Cards, and to 18.00 euros for Diners Club-Unicef and Diners Club. The annual fee is charged to the Card Account at the beginning of each

annual period, calculated from the month of issuance or renewal of the Card. In case of termination of the present agreement, during an annual period for which the annual fee has been paid in advance, then the annual fee is refunded in proportion.

- 29. The amount of each transaction carried out with Companies using the Card, in any country outside the Euro-zone, shall be converted into Euros, either directly or after prior conversion to U.S. Dollars, or other commercial currency, based on current exchange rates published on the official pages of REUTERS, as of the date of entry of such transaction in the books of DC, which may be later than the date of the transaction. Any transaction in accordance with the above will bear the costs of transaction processing and mediation of third parties amounting to 1.5% of the transaction amount. 30. Each cash withdrawal in accordance with section19 of these terms using ATMs of other banks in Greece, other than the Citibank, through the interbanking system "DIASNET" are surcharged with transaction processing costs and third party mediation fees as per the following charges: a) 0, 91 euros charge per withdrawal amount of 20 to 50 euros b) € 1.03 charge for each withdrawal amount of 60 to 100 euros c) 1.13 euros charge for each withdrawal amount of 110 euros, d) 1.18 euros charge for each withdrawal amount from 120 to 600 euros. In addition, the Cardholder shall bear a one-time charge of EUR 0.17 for each update acquired using ATMs of other banks, except Citibank, through the interbanking system "DIASNET", such update relating to the balance of the Card Account or the balance of any deposit account linked to the Card, in accordance with section 21 of these terms.
- 31. Each cash withdrawal in accordance with section 19 of these terms, performed abroad using ATMs bearing the "Pulse" marking, and in foreign currency other than the euro, shall be converted into Euro using current exchange rates published in the official pages of REUTERS as of the day of registration of the transaction in the books of DC, such day being posterior to the date of the actual transaction. Any withdrawal in accordance with the above shall bear the costs of transaction processing and third parties mediation ("Pulse") amounting to 1% of the transaction amount.
- 32. In case the eventual applicable Credit Limit is exceeded, the Cardholder is responsible to settle the amount in excess within the time limit to be set by DC. In any such case of excess, the Cardholder bears a single penalty equal to 5% of the amount of each excess performed. In case of non timely payment of the excess amount, DC may charge the above surcharge for up to three (3) consecutive months, as long as the excess continues to apply.
- 33. The liability of the Cardholder arising from ATM cash withdrawals using the Card, in accordance with section 19 of these terms, is subject to the computation of an annual floating interest rate which currently (August 2012) amounts to 21.45%, based on the actual days of the settlement period and as per a 365-day year. Cash withdrawals both at home and abroad bears interest from the time of its performance, regardless of the payment of all or part of the debt of the Card within the period indicated in the relevant Monthly Statement of Account.
- 34. In case the Cardholder opts to settle his Card debt through interest-bearing monthly installments, as specified in section 26 of these terms, the Card Account will be debited with a conventional interest rate for all transactions using the Card (transactions with Companies, direct debits) and all the charges of the Card Account (annual fees, transaction processing costs outside the Eurozone, etc.), excluding cash withdrawals through ATMs which are remunerated in accordance with section 33 of these terms. This contractual interest is calculated at a floating annual rate currently (August 2012) equal to 19.20% based on the actual days of the interest period and a year of 365 days. The relevant interest shall be calculated as of the date of the transaction, with the exception of transactions and charges incurred up to the issuance of the first Monthly Statement of Account, case upon which interest is charged from the date of issuance of such first Monthly Statement of Account.
- 35. DC may readjust the contractual interest rate of the Card based on sections 33 and 34 of these terms (both for transactions in companies and ATM withdrawals), at time intervals not under one month, if the Euribor rate of one (1) month (the "Reference Rate") as this applies on a daily basis, varies by more than 0.25 percentage points compared to the last readjustment. In this case, the readjustment of the contractual interest rate will be in the same direction for a percentage ranging from half to four times the percentage change in the Reference Rate. DC reserves the right either to not alter the contractual rate in each case of change of the reference rate, or to not exhaust the above maximum change limit, taking into account the following material factors: the risk undertaken against the Cardholder and the general product and interest rate risk to which DC is exposed, the overall cost of its money, current market and competition conditions, and the indefinite duration of this contract. Any provisional decision of DC to refrain from exercising its right to increase the contractual rate in case of increase of the Reference Rate, does not deprive it of its right to adjust the contractual interest rate at a later time, cumulatively by subsequently increasing the Reference Rate or by including a subsequent change of the reference rate, subject in each case to the above maximum limit (four times). The adjustment of the contractual rate due to a change in the Reference Rate and the effective date of such adjustment are notified to the Cardholder through the Monthly Statement of Account and does not constitute a unilateral change of these terms by DC. Further, the Cardholder shall be able to be informed of the Reference Rate either through publications in the daily financial press, or from the Bank of Greece, or finally, by Citibank's branches. Where in the future an Athens interbank loaning rate is established, such rate will replace the monthly Euribor and will be referred to as the new Reference Rate. 36. The Cardholder shall bear all fees, duties, contributions, or expense, as listed in the Monthly Statement of Account, including the contribution defined by L. 128/1975, which, if imposed in the future, shall be transferred to the Cardholder and shall increase the contractual rate of the Card based on these terms. The annual subscription fee and other fees and charges to the Cardholder in accordance with chapter I of these terms, as well as the amount of the Minimum Payment may be readjusted by DC as stipulated in section 51 of these terms, upon sound reason, as well as in case of a modification of the services provision costs or fluctuations of the additional services offered to the Cardholder, including changes in the official procedures of DINERS CLUB INTERNATIONAL. If the Cardholder disagrees with such adjustment,

there shall be application of the provisions referred to in section 51 of these terms.

37. In case of late payment by the Cardholder of the Minimum Payment or an other liability related to the Card, the Cardholder is rendered in default ipso jure and without further notice, upon the sole lapse of the date on which the relevant amount was due. In the event of default, the Cardholder shall be subject to the payment of default interest, calculated at a rate equal to the annual contractual rate plus 2.4 percentage points. All types of interest due but not timely paid by the Cardholder shall bear interest as of the first day of delay, based on the above default rate and the interest that arises shall be capitalized (compounded) per semester.

38. The total cost of the credit provided to the Cardholder through the Card, expressed as an annual percentage of the total amount of credit, is given by the Actual Total Annual Percentage Rate of Charge (SEPPE), as defined by Joint Ministerial Decisions Z1-699/2010 (GG B 917/2010) and Z1-111 (GG B 627 7.3.2012) and as shown in the following examples that refer to: a) a purchase amounting to 3,000 Euros performed on 1/1/2011 and completed in 12 equal installments at the rate of 19.20% and annual fee for the "primary" Card of 35.00 Euros for Diners Club Public, AEK FC Diners, Diners Club - Vodafone, i.e. 1st installment on 21/02/12 285.00 Euros, 2nd installment on 21/03/12 293.50 Euros, the 3rd installment on 21/04/12 293.40 Euros, 4th installment on 21/05/12 288.14 Euros, 5th installment on 21/06/12 285.24 Euros, 6th installment on 21/07/12 280.25 Euros, 7th installment on 21/08/12 277.09 Euros, 8th installment 21/09/12 273.01 Euros, 9th installment 21/10/12 268.41 Euros, 10th installment 21/11/12 264.86 Euros, 11th installment 21/12/12 260.52 Euros, 12th installment 21/01/13 256.71 Euros. Total payment amounts to 3,326.13 Euros and SEPPE equals to 19.56%, while SEPPE without subscription equals 17.18% b) For the credit of a transaction amounting to Euros 3.000 on 1/1/2012 settled in 12 equal installments at an annual floating rate of 19.20% and annual subscription fee of Euros 18.00 for "primary card" Diners Club – Unicef and Diners Club, that is, 1st installment 21/02/12 268.00 Euros, 2nd installment 21/03/12 293.32 Euros 3rd installment 21/04/12 293.40 Euros, 4th installment 21/05/12 288.14 Euros, 5th installment 21/06/12, 285.24 Euros, 6th installment 21/07/12 280.25 Euros, 7th installment 21/08/12 277.09 Euros, 8th installment 21/09/12 273.01 Euros, 9th installment 21/10/12 268.41 Euros, 10th installment 21/11/12 264.86 Euros, 11th installment 21/12/12 260.52 Euros, 12th installment 21/01/13 256.71 Euros. Total payment amounts to 3,308.95 Euros and SEPPE equals to 18.39%, while SEPPE without subscription equals 17.18% c) For the credit of a transaction amounting to Euros 3.000 on 1/1/2012 that refer to cash withdrawal from an ATM, using Diners card and settled in 12 interest bearing monthly installments at an annual floating rate of 21.45% for the cash withdrawn from the ATM and annual subscription fee of Euros 35.00 for "primary" card Diners Club Public, AEK FC Diners, Diners Club - Vodafone, that is, 1st installment 21/02/12 285.00 Euros, 2nd installment 21/03/12 298.60 Euros 3rd installment 21/04/12 298.48 Euros, 4th installment 21/05/12 292.61 Euros, 5th installment 21/06/12 289.37 Euros, 6th installment 21/07/12 283.79 Euros, 7th installment 21/08/12 280.27 Euros, 8th installment 21/09/12 275.71 Euros, 9th installment 21/10/12 270.57 Euros, 10th installment 21/11/12 266.60 Euros, 11th installment 21/12/12 261.75 Euros, 12th installment 21/01/13 257.49 Euros. Total payment amounts to 3,360.25 Euros and SEPPE equals to 21.74%, while SEPPE without subscription equals 19.32% d) For the credit of a transaction amounting to Euros 3.000 on 1/1/2012 that refer to cash withdrawal from an ATM, using Diners Club-Unicef and Diners Club card and settled in 12 equal installments at an annual rate of 21.45% for the cash withdrawn from the ATM and annual subscription fee of Euros 18.00 for "primary" Card Diners Club - Unicef and Diners Club, that is, 1st installment 21/02/12 268.00 Euros, 2nd installment 21/03/12 298.40 Euros 3rd installment 21/04/12 298.48 Euros, 4th installment 21/05/12 292.61 Euros, 5th installment 21/06/12 289.37 Euros, 6th installment 21/07/12 283.79 Euros, 7th installment 21/08/12 280.27 Euros, 8th installment 21/09/12 275.71 Euros, 9th installment 21/10/12 270.57 Euros, 10th installment 21/11/12 266.60 Euros, 11th installment 21/12/12 261.75 Euros, 12th installment 21/01/13 257.49 Euros. Total payment amounts to 3,343.05 Euros and SEPPE equals to 20.56%, while SEPPE without subscription equals 19.32% e) For the credit of a transaction amounting to Euros 3.000 on 1/1/2012 of which 540 Euros refer to cash withdrawal from an ATM and 2,460 Euros refer to other transactions using Diners card and settled in 12 interest bearing monthly installments at an annual floating rate of 21.45% for the cash withdrawn from the ATM and 19.20% for the other transactions performed using Diners card and annual subscription fee of Euros 35.00 for "primary card" Diners Club Public, AEK FC Diners, Diners Club - Vodafone, that is, 1st installment 21/02/12 285.00 Euros, 2nd installment 21/03/12 294.42 Euros 3rd installment 21/04/12 294.31 Euros, 4th installment 21/05/12 288.94 Euros, 5th installment 21/06/12, 285.99 Euros, 6th installment 21/07/12 280.88 Euros, 7th installment 21/08/12 277.66 Euros, 8th installment 21/09/12 273.50 Euros, 9th installment 21/10/12 268.80 Euros, 10th installment 21/11/12 265.17 Euros, 11th installment 21/12/12 260.74 Euros, 12th installment 21/01/13 256.85 Euros. Total payment amounts to 3,332.27 Euros and SEPPE equals to 19.95%, while SEPPE without subscription equals 17.56% f) For the credit of a transaction amounting to Euros 3.000 on 1/1/2012 of which 540 Euros refer to cash withdrawal from an ATM and 2,460 Euros refer to other transactions using Diners Club – Unicef and Diners Club card and settled in 12 interest bearing monthly installments at an annual floating rate of 21.45% for the cash withdrawn from the ATM and 19.20% for the other transactions performed using Diners card and annual subscription fee of Euros 18.00 for "primary" card Diners Club -Unicef and Diners Club, that is, 1st installment 21/02/12 268.00 Euros, 2nd installment 21/03/12 294.24 Euros 3rd installment 21/04/12 294.31 Euros, 4th installment 21/05/12 288.94 Euros, 5th installment 21/06/12, 285.99 Euros, 6th installment 21/07/12 280.88 Euros, 7th installment 21/08/12 277.66 Euros, 8th installment 21/09/12 273.50 Euros, 9th installment 21/10/12 268.80 Euros, 10th installment 21/11/12 265.17 Euros, 11th installment 21/12/12 260.74 Euros, 12th installment 21/01/13 256.85 Euros. Total payments are 3,315.09 euro and SEPPE is equal to 18.78%, while SEPPE without subscription is equal to 17.56%.

SEPPE equates the current values of total liabilities, current or future, undertaken by the Cardholder under these terms, assuming that the current agreement for the issuance of the Card is valid and has not been resolved and that the Cardholder regularly fulfills the obligations arising from it. The above SEPPE corresponds to the cases of the respective numerical example and does not apply to any changes in the individual data. SEPPE may change in case of change of the

cost elements comprising it (interest rate, etc.), case upon which the Cardholder shall be informed of the amount of the eventual SEPPE in effect through the Monthly Statement of Account sent to him.

- J. Transactions dispute Liability for unauthorized and incorrect transactions Reimbursement right
- 39. The Cardholder is responsible to monitor with due diligence the content of each Monthly Statement of Account and check the accuracy of credits/debits listed therein. In case the Cardholder detects an entry in his Account of an unauthorized or improperly executed transaction using the Card, he must notify DC claiming compensation for the relevant damages, without undue delay. In any case, it is not allowed to dispute a transaction after the lapse of thirteen (13) months from the date of its billing to the Card Account.
- 40. If the Cardholder fails to timely challenge the contents of a Monthly Statement of Account, as per the previous section 39, he shall be deemed that he accepted without reservations its content, and the various funds and balances stated therein, and thus debt acknowledgment shall be performed in accordance with section 874 CC, always with the reservation of the Cardholders right to provide counter evidence.
- 41. In case of an unauthorized transaction, for which the Cardholder provided timely notice to DC, in accordance with section 40 above, DC shall forthwith return to the Cardholder the amount of the unauthorized transaction and shall restore the Card Account, which had been debited with the relevant amount, in its prior status. In case, however, that the Cardholder has acted fraudulently or has violated his obligations as per section 9 of these terms, whether intentionally through gross negligence, then the Cardholder will be fully responsible for any losses arising from such unauthorized transaction.
- 42. In the event that the Cardholder claims, in accordance with the terms and limitations of the above section 39, the non-performance or improper performance by DC of a transaction using the Card, and as long as there is concurrence in accordance with the law of a statutory responsibility of the provider of the payment services of the beneficiary for the transaction amount, then DC is liable against the Cardholder for the proper execution of the transaction and must return, without undue delay, to the Cardholder the funds of the non-performed or improperly performed transaction and must restore the Card Account billed to its prior status.
- 43. Without prejudice to section 44 below, the Cardholder is entitled to request from DC the return of the amount of an authorized transaction using the Card, which has already been charged to the Card Account, provided that the following conditions apply cumulatively:
- (a) At the time of approval there was no definite determination of the exact amount of the transaction.
- (b) The transaction amount exceeded the amount that could reasonably be expected by the Cardholder, considering his prior standard expenses, these terms and the special circumstances of the specific case. DC may request from the Cardholder to provide factual information about these factors.
- (c) The Cardholder submits a relevant request for the refund of the amount within eight (8) weeks from the date of the debit of the Card's Account with the corresponding amount of the transaction. DC is responsible, within ten (10) business days from the receipt of the request, either to return the full amount of the related transaction, or to justify its denial, indicating to the Cardholder the authorities provisioned by section 58 of these terms, to which he can appeal.
- 44. As an exception to the provisions of the previous section 43, the Cardholder is entitled to reimbursement of funds, as long as he has consented to such transaction directly to DC and the information on this transaction were provided or made available to the Cardholder either by DC, or by the beneficiary of the amount charged, at least four (4) weeks before the date of settlement.

## K. Duration - Termination - Withdrawal - Modification

- 45. These terms are agreed to be of an indefinite term and may be terminated by the Cardholder at any time by means of a relevant statement at special service Citiphone (2109290200) and the return of the destroyed Card, without any prior notification or justification and without any cost, with the reservation of the charges materialized using the Card up to its destruction, including the proportional annual subscription fee for the Card for the relevant period. The effect of such termination shall be immediate.
- 46. The Cardholder may withdraw from this agreement for the issuance of a Card notifying DC in writing or through other permanent medium, or by means of a relevant statement using the special service of "Citiphone" (210-9290200), or in any other manner subject to documentation, within fourteen (14) calendar days from the date of entering this agreement for the issuance of the Card or any subsequent day following the receipt by the Cardholder of a copy of these terms. The Cardholder's right of withdrawal is governed by section 14 of the Joint Ministerial Decision Z1-699/2010 (Official Gazette B 917/2010). If the Cardholder exercises the right of withdrawal in due time, he must pay to DC without undue delay and no later than thirty (30) calendar days from the notification of withdrawal to DC: (a) all charges of the Card Account arising from the use of the Card, which are automatically declared due and payable upon enforcement of the withdrawal, and (b) any accrued interest on those charges, as of the date of enforcement of the withdrawal and up to the date of their settlement, such interest to be calculated on the current contractual rate of the Card in accordance with sections 33 and 34 of these terms. Moreover, he must destroy the plastic body of the Card that may have been delivered to him, otherwise he shall be held liable for any loss incurred by DC.
- 47. If the Cardholder is late in paying the Minimum Payment or the amount reported as immediately payable for three (3) Monthly account statements, or in case he becomes in default on any other credit product of DC or Citibank or upon violation of any of these terms which are all considered essential, or, finally, for sound reasons, DC shall have the right to terminate this contract, case upon which the entire debit balance of the Card Account is rendered immediately due and payable in full and subject to default interest as per section 37 of these terms. The Bank, in this case, shall prohibit any use of the card notifying the Cardholder and/or co-debtor about the fact. Moreover, the Bank shall be able to cancel the Card in case on non use for two consecutive years. Further, DC may cancel the Card, terminating this agreement at any

time without justification, with two (2) months prior written notification to the Cardholder. In any case of termination of this agreement, DC shall prohibit any use of the Card.

- 48. In the event of termination or in any other manner of resolution of this agreement and cancellation of the Card, the Cardholder is responsible to destroy the latter. Non-destruction of the Card and any use thereof, in any way, after the termination of this agreement or any resolution thereof, or following expiration, or cancellation of the Card, or the prohibition of its use, is illegal and subject to penalties. In each case the Cardholder (regardless of the termination) is required to repay any debt to DC arising from the use of the Card up to its final destruction.
- 49. In the event of termination or in any other resolution of this agreement, any outstanding debts of the Cardholder, arising from purchases from Companies employing installments, will become immediately due and payable and will be charged in total to the Card Account.
- 50. All costs and general expenses of DC to pursue the collection of overdue debts arising from the use of the Card, including indicatively the mailing of written notifications or extra judicial letters, including the amounts paid to third parties in order to revoke the ability to perform transactions through a Card used in violation of the agreement, shall be borne by the Cardholder.
- 51. DC is entitled to unilaterally amend the terms of this agreement only for good reason and following prior notification of the contents of such amendment to the Cardholder through a written notice, or communication, or through the Monthly Statement of Account. Any modification of these terms shall be notified by DC to the Cardholder at least two (2) months prior to the proposed effective date thereof. If the Cardholder disagrees with the proposed amendment of these terms shall have the right to terminate this agreement in writing, requesting the cancellation of the Card, without any expense, no later than the effective date of the relevant amendment. In case this agreement is not terminated, the Cardholder shall be deemed to have accepted the amendment proposed by DC. The document containing the proposal of the present terms, addressed to the Cardholder shall include a reminder of the above right of the Cardholder to terminate this agreement, as well as of the presumed acceptance of the amendment on his part according to the above. In any case and regardless of the provisions of the previous paragraph, any rebuttal of these terms or for the existence of a supplementary agreement is only allowed through a document duly signed by DC, while any other documentation means are excluded. In all the above cases, written format is essential.

#### L. General

- 52. The card renewed at various intervals. Through the present document, the Cardholder authorizes DC to renew the Card, unless he provides written notice to DC at least sixty (60) days before the end of each expiration period, indicating his intention not to renew it. DC may suspend the issuance of a new plastic pass, if the Cardholder alternatively or cumulatively: (a) is in default at the time of renewal or had been in default at any time within the last twelve (12) months from the time of renewal, whether for the specific Card, or for any other cart or product issued by DC or/and Citibank or/and any another company of the Citibank International PLC Group to which DC belongs, (b) does not meet the eventual crediting criteria of DC, as verified following examination of the financial behavior data records of "Tiresias SA" (c) has exceeded the Credit Limit at the time of evaluation of the renewal. In case Card expires and the Cardholder has not yet received the new one, then the Cardholder is responsible to notify DC as soon as possible, by phone or in writing. Upon receipt of the new Card, the Cardholder is responsible to destroy the old one. In case of renewal, the use of any new Card will still be governed by these terms and any security or guarantees related to it shall remain intact to secure the new Card.
- 53. The Cardholder must notify DC of any change of the address or phone number he has notified, either by phone or in writing. Up to the notification of any such change, all documents shall be validly communicated to the old address.
- 54. For all claims arising from any transaction relationships with the Cardholder, DC has an unlimited right to offset them against any counterclaim of the Cardholder, even if it is in another currency, or has not expired yet. DC shall not bear the obligation to exercise any offsetting rights, whether in contract or in law.
- 55. These terms are written in the Greek language. The Greek text of these terms is the only binding version thereof. Any translation to foreign language is provided strictly for convenience. Unless specifically agreed otherwise, any communication between DC and the Cardholder, throughout the duration of these terms, shall also be performed in Greek.
- 56. The Cardholder may transact with DC and provide information through telephone using the special service "CitiPhone" (Hotline: 2109290200). All telephone conversations between the Cardholder and DC through "CitiPhone" that refer to the use of the card are recorded in order to ensure the interests of the Cardholder.
- 57. Regardless of the pre-contractual and regular updating of the Cardholder, through the Monthly Statements of Account, DC is responsible to provide emergency information, if requested by the Cardholder on the progress or status of his transactions relationship within a reasonable deadline that may not exceed ninety (90) days. In case of such requests, the Cardholder shall pay to DC the cost for the provision of emergency information. Throughout the duration of these terms, the Cardholder is entitled to request and obtain from DC a copy of these terms, without any charge.
- 58. In case the Cardholder wishes to submit a request / complaint concerning the use of the Card, he may address: (a) in any branch of Citibank (Greece), or (b) the special service of the customer telephone support service system "CitiPhone" (Hotline: 2109290200), or (c) The Customer Support Service of DC, P.O. Box 19001, Post code 11710 Athens, and DC shall respond no later than within forty-five (45) days from the date of receipt of the request / complaint. If the Cardholder believes that his request / complaint has not been satisfactorily resolved, as well as in any other case, the Cardholder is entitled to: (a) submit claims to the Consumer General Secretariat of the Ministry of Economy, Competition and Maritime, and (b) apply to the "Consumer's Advocate" (Address: 114 Alexandras Avenue, 114 71 Athens / phone 210-6460276) or to the "Banking and Investment Services Mediator" (Address: 1 Massalias street, 106 80 Athens

/ phone 210-3376700) or to the Amicable Settlement Committees of section 11 of the Law 2251/1994, as amended, for the amicable resolution of any dispute with DC.

- 59. For any claim or dispute relating to these terms, the applicable law is the Greek and the Greek courts of the location of this agreement (as stated at the end of these terms) shall be the ones competent for all issues, and the parties shall be subject to their concurrent jurisdiction upon signature of these terms, without ruling out the reference of any dispute to other competent law courts.
- 60. Any failure or delay of DC or the Cardholder to pursue legal or contractual rights shall in no case be construed as a waiver of such rights. Indicatively, upon violation of these terms by any of the parties, the other party shall always have the right, at his discretion, to exercise or not such rights. In this case, the occasional or persistent failure of either party to exercise its rights, shall never lead to the assumption of a waiver of such right, or to the reduction of the ability to act both for the specific event that has already occurred, and (particularly) for future events, whether similar or different to the one that has occurred.
- 61. The nullity or annulment of any of these terms shall not affect in any way the validity of other terms. Through the signature of these terms, the Cardholder solemnly declares the following: (a) he signs these terms, having previously received the relevant Standard European Consumer Credit Information and copy of the present terms, (b) has read carefully these terms, is fully aware of them and accepts them without reservations, (c) received an exact copy of these terms.
- **62.** Each Diners Club card Cardholder is entitled to have access to and stay in all affiliated lounges at airports abroad solely by producing the Card and paying a fee of 15.00 Euros per access, which, upon each contracted waiting room informing Diners Club attesting the Cardholder's visit, will be charged directly to the Cardholder's card.

#### **SPECIAL TERMS FOR DINERS CLUB - VODAFONE CARD**

The use and operation of card Diners Club - Vodafone (hereinafter: the "Card") are governed by the above "Essential terms of DINERS CLUB card" and, in addition, by the following terms: 1. The Card is issued by DC and its privileges are provided in cooperation with the limited company having the trade name "VODAFONE-PANAFON GREEK ANONYMOUS TELECOMMUNICATIONS COMPANY" and the distinctive title "VODAFONE-PANAFON" (hereinafter "VODAFONE -PANAFON"). 2. The use of the Card shall entitle the Cardholder to a discount on the eventual monthly fixed fee/fees of mobile telephony applicable as per a contracted program (with the exception of programs Vodafone Mobile Connect No Fee and Vodafone Home), that appear on his monthly statement of account, which is issued by VODAFONE - PANAFON and corresponds to the number of telephone connection indicated by the Cardholder in this application (the "Mobile Telephony Fees Account Statement"). In case any element of the Mobile Fees Account changes, the Cardholder shall have no right to receive the discount prior to the written notification of DC concerning such change. 3. The amount of the discount on each monthly fee (the "Discount") will be calculated based on the monthly charges to the Card Account, shall be recorded in a special area of the Monthly Statement of Account to which it corresponds and shall be issued by VODAFONE - PANAFON as follows: for Contract Subscribers, with a corresponding discount over the respective fixed monthly fee of the next Mobile Telephony Fees Bill provided that the said Bill includes a fee over which the discount is to be provided and under the following terms and conditions: a) In the event that the monthly discount is greater than the current monthly subscription fee, the extra discount amount shall be paid to the Cardholder at the next monthly Mobile Telephony Fees Bills. b) For monthly charges using the Card amounting from 0.01 to 50 Euros the Cardholder will be allocated a discount or benefit equal to 1 Euro. For each additional charge (beyond the first 50 Euros) the Cardholder shall receive a discount or bonus equal to 1 Euro per 50.00 Euros of transactions. It is a prerequisite for granting the discount or additional time that the customer is not behind in paying their debts to Vodafone

4. These Card Account charges, as per which there is calculation of the Discount shall not include charges related: to interest of any type, cash withdrawals, transactions with other mobile telephony operators, default fees and costs, charges from the transfer of balance, default payments from prior monthly statements of account of the Card and on charges from the use of the old card Diners Club prior to its conversion. 5. The maximum Discount that can be issued to the Cardholder per month shall not exceed 40.00 euros. 6. In case the Subscriber registration number is changed, the Cardholder must submit in writing to VODAFONE-PANAFON a new order for the automatic debit of the Monthly Mobile Telephony Fees through the Card (e.g. by completing the "direct debit payment by credit card" which appears on the back of the mobile telephony charges bill). 7. DC may also offer additional benefits to the Cardholders of the Card, such as indicatively the implementation of a lower interest rate than the one applicable for DC. The privileges will be notified to the Cardholder through the Monthly Statement of Account. 8. The validity of the Card will expire and all privileges shall be canceled: a) upon expiration or termination of the cooperation between DC and VODAFONE-PANAFON, b) upon expiration or termination of the telephony connection of the Cardholder with VODAFONE-PANAFON network c) upon revocation or suspension of the order of the Cardholder for automatic debit of the Card with the amounts due, as per the telephony connection contract with VODAFONE-PANAFON, and d) upon request by the Cardholder. In all cases, the Card will be automatically converted to Diners Club card. 9. (L. 2472/97, Regulatory deed of Personal Data Protection Authority 1 / 1999). The personal data of the Cardholders, shall be collected, maintained on file and processed by the societe anonyme under the name "VODAFONE PANAFON Anonymous Greek Telecommunications Company (Distinctive title "Vodafone-Panafon"), address 1-3 Tzavella street, tel. 210-67.02.000, fax. 210-67.02.001. The scope of the collection, preservation and processing of personal data by Vodafone-Panafon is to support, promote and perform the services provided in the framework of the company's activities. Vodafone-Panafon has the right to transmit personal data of the Cardholder to affiliated companies in Greece and abroad for reasons of operational and IT servicing of its transactions' relationship with the Cardholders or for statistical purposes. At any time, the Cardholder reserves the right

to access his personal data and to receive information, or file an objection to the further processing of his data, in accordance with section 13 of L. 2472/97 concerning the protection of personal data.

#### **CITIBANK ALERTS SERVICE TERMS**

- 1. Through the Citibank Cards Alerts service, the holders of Citibank Visa, Citibank MasterCard and Diners Club cards may receive electronic mail (e-mail) and / or mobile phone messages (SMS), concerning the movements of their card.
- 2. The Citibank Cards Alerts service shall be offered following an order of the cardholder/ client and specifically for the credit card on which information is desired.
- 3.The interruption of the subscription of the credit card from Citibank Cards Alerts service is performed through telephone communication with Citiphone 210 92 90 190.
- 4. Email and / or SMS messages shall be sent to the personal email address and personal cell phone number indicated by the cardholder/client. The personal electronic address indicated by the client is not verified verified by Citibank Int Plc and / or Diners Club before or after activation of service. The cardholder/ client is responsible to inform Citibank of any change of this information. The customer is informed and accepts that Citibank Alerts are not encrypted and may contain the name and other information on the movements of the credit card.
- 5. The cardholder/ client shall not be able to answer the Alerts via email and / or SMS for managing his card account.
- 6. Each message shall be sent only once. If the cardholder/ client cancels or erases the message, this shall not be able to be reproduced.
- 7. Each SMS message has a maximum capacity of 160 characters for messages in English and 70 characters for messages in Greek. The transmission of each SMS message will be in Greek, unless the Cardholder/ Client requests transmission in English.
- 8. Transmission and reception of messages via email and / or SMS shall be performed as follows: messages concerning the purchase and / or other financial transactions that require approval from Citibank shall be sent 24 hours a day, while informational messages (such as issuance of a bill, reminder of the payment date, credit limit, approach and / or increase thereof) shall be transmitted between 9:00 a.m. and 11:00 pm (GMT + 02:00)
- 9. The transmission or reception of messages via email and / or SMS may not be performed or may be delayed for reasons not attributed to Citibank International plc or Diners Club, such as technical problems of the telecommunications services provider of the cardholder. For example, the reception of messages via email and / or SMS will not be possible if (a) the "inbox" of the email or mobile phone indicated by the cardholder has exceeded its capacity, (b) in a specific geographic location (either in Greece or abroad) there is no availability of the necessary coverage of mobile telephony by the provider to whom the cardholder has subscribed, (c) there is a recent request of mobile number portability that has not yet completed, or (d) the cardholder has implemented SPAM messages detection rules and has not excluded Citibank as an acceptable sender, etc.
- 10. Citibank International plc and Diners Club are not responsible for non timely reception of the information contained in the Alerts, nor are responsible for any losses, direct or indirect, that may arise from non reception or delayed reception of Alert messages, not attributed to their fault.
- 11. The subscription for the service Citibank Cards Alerts to be charged to the credit card account is 1.00 per month per card for all Citibank Visa, Citibank MasterCard and Diners Club cards, other than Citibank Platinum Visa and Diners Club Prestige cards for which the service is free. The subscription to Citibank Cards Alerts service is automatically renewed annually. Citibank Int Plc and/or Diners Club reserve the right to discontinue the Citibank Cards Alerts service, if for any reason, the Cardholder/Client does not pay to it/them the eventual monthly charge as described above. Additionally, Citibank Int Plc and/or Diners Club reserve the right to terminate the service and/or change in any way the charges for Citibank Cards Alerts, providing relevant notification to the Cardholder/Customer at least 30 days prior to the termination of the Service/modification of the charge
- 12. Citibank Cards Alerts service is offered strictly for information. It does not replace the information received by the customer through the communication of the account statement, which continues to be transmitted, either electronically (via e-statement), or at the address indicated by the Customer.

## **INFORMATION THROUGH ELECTRONIC TRANSMISSION OF STATEMENT (e-statement)**

DC, through the electronic application «Citibank Online», provides the Cardholder the ability, if the latter does not object to it, to receive the Monthly Statement of his Account in electronic format (e-statement), in which case the communication of the Monthly Statement via post will be discontinued. In particular, if the Cardholder wishes the transmission of an e-statement and provided that he has subscribed to the Service «Citibank Online», he shall receive on the date of issuance of his account statement an email, at the electronic address he has indicated in his application, through which he will be informed that the Monthly Statement of his account is issued and is available electronically through the application «Citibank Online». The Cardholder must state with accuracy to DC the email address to which he wishes to receive the e-mail information regarding the availability of his monthly statement of account through the "Citibank Online" application and, in case of any change of his electronic mail address, he is responsible to inform DC promptly. The Cardholder has the right to request at any time and without limitation the interruption of the transmission of e-statement and the reinstatement/ commencement of mailing of his monthly statements of account, whether by written notification to DC, or through an oral instruction using CitiPhone.

DC reserves the right to suspend or discontinue the transmission of e-statement and apply the mailing of monthly statements of account to the Cardholder, at his communication address, without prior notification, as long as even one of the following cases apply: (a) improper use of the Citibank Online system by the Cardholder (b) any breach of these

terms by the Cardholder or any other breach of obligation, from a different cause, against DC (c) the insolvency, default or unreliability of the Customer (d) technical reasons implying safeguarding the interests of the Cardholder and electronic communication. In all other cases, suspension or termination of the transmission of e-statement will occur 60 days after notification of the customer by DC.

Otherwise, the probative value of each monthly statement of account in electronic format (e-statement) and of the Transactions contains in it, there shall be respective application of the provisions of Chapter G (sections 23 - 25) of these terms for the issuance of the Card.

## **SPECIAL TERMS FOR DINERS CLUB - PUBLIC CARD**

The use and operation of Diners Club Public (hereinafter "The Card") is governed by the above "Essential Terms of Diners Club Card" and additionally by the following terms: 1) The Card is issued by DC and its privileges are provided in cooperation with Company Public S.A. (from now on "Public"). 2) The Rewards Program refers to the collection of points (hereinafter "Public Euros") depending on the transactions performed by the Cardholder in Greece and abroad, both in branches of Public and other commercial companies using the Card. 3) The percentage of the transaction values corresponding to points for each transaction performed by the Cardholder using the Card, are defined as follows: a) for Greece and strictly for purchases in Public stores, there shall be return in the form of Public Euros, 3% of each transaction, b) for Greece and for purchases at other retailers other than Public stores, there shall be refund in the form of Public Euros of 1% per each transaction, c) For overseas and for any purchases in any commercial enterprises there shall be return in the form of Public Euros of 1% on each transaction. 4) The individual points collected by the Cardholder will be equivalent to one (1) Euro per point earned. 5) The redemption of Public Euros, which shall be recorded in a special area of the Monthly Statement of Account of the Card and will be removed after each redemption shall be performed by means of a voucher, of equal value to the collected Public Euros; such voucher being sent automatically along with the Monthly Statement of Account. Upon issuance and transmission of the voucher, the Public Euros earned shall be valid for redemption up to the date specified by the issuer that appears on the body of the voucher. The issuer is DC and Public. The issuance of the voucher shall coincide with the collection of a minimum number of ten (10) "Public euros". In case each month there are remaining points to be redeemed, these shall remain in the account of each Cardholder in order to be redeemed in a respective eventual Monthly Statement of Account. 6) The voucher is redeemable strictly in Public stores throughout Greece and its for single use. The voucher is not registered and is redeemed by the bearer. The voucher cannot be redeemed for cash, but may only be exchanged with goods of equal value. The Cardholder bears the exclusive responsibility for the care of the voucher from the time of reception and the issuer is not liable for any loss or theft thereof. The voucher bears a security bar code security indicating its authenticity. If any part of the voucher is corrupted, the Public has the right to refuse to exchange it with the goods. 7) If the Cardholder during the Plan performs a transaction or transactions to be charged in installments, the percentages stated in term (3) above for the determination of the eventual points to which the amount corresponds shall be calculated each time over the amount of each installment. 8) The transactions involved in the scheme include those made with the cards of additional members. 9) The Rewards Program does not include the transactions of cardholders who have an outstanding balance on their Card for a continuous period exceeding 30 calendar days. Moreover, in case a Card is canceled by DC, then the points earned by the Cardholder will not be redeemed. Finally, the Program does not include charges arising from cash withdrawals using ATMs, transfer of balances, due liabilities or interest of any type as well as charges originating from "Card Cash" and "Extra Cash" Programs. 10) The points earned shall be deleted and thus shall not be able to be redeemed, in case of expiration or termination of the cooperation between DC and the Public. 11) In case a Card is converted to another Diners Club card, the Public Euros already collected are not transferred to the new card. 12) In case a Card is lost or stolen, then Public euros collected by the Cardholder before such loss or theft of the Card are transferred to the new card. 13) DC reserves the right to change the terms, and to amend or cancel this program following relevant notification to the cardholders, 30 days prior to the implementation of the above and as long as there is essential reason indicating the performance of the above.

# **Program Description Reward Shop & Win**

- 1. Diners Club rewards Shop & Win registered Diners Cardholders for using the card for all purchases by collecting "Euro cash back". Signing up for the program is free, and can be done either through the application for obtaining a Diners Card or by calling 2109290300 and entering the 14 digit card number (the latter applies to existing Cardholders). "Euro cash back" are collected in the following ways:
  - 1.1. Each time you use the card for purchases in Greece and abroad, you win "Euro cash back" equal to 1% of the value of your purchases. Furthermore members also collect "Euro cash back" through the Balance Transfer Program, according to the specific terms of the program.
  - 1.2. All purchases made at participating businesses lead to additional "Euro cash back" equal to the current rate %- of the participating business on the value of the purchases of the member. The list of businesses can be found atwww.dinersclub.gr.

- 1.3. Cardholders do not collect "Euro cash back" from any charges relating to the annual card subscription card, cash withdrawals, overdue debts, interest or expenses of any nature and from Card Cash and Extra Cash transactions. Especially for Diners Vodafone cardholders it is pointed out that no "Euro cash back" are collected from Vodafone mobile telephone bill charges, because a discount program is already in place for these bills in collaboration with Vodafone
- 2. The customer is informed of the available "Euro cash back" for redemption as follows:
  - 2.1. At participating businesses:
  - Shop & Win Euros available for redemption are stated on the cashier receipt of the business at the time of the transaction or
  - o Printed on a separate receipt using the respective command on the business' cashier
  - 2.2. In the monthly card statement

In a special and prominent place on the monthly statement detailed information is provided for all "Euro cash back" available for redemption.

2.3. By CitiPhone

Automatically through the IVR and through CitiPhone representatives, the cardholder can receive information on a 24/7 basis on the "Euro cash back" available for redemption.

- 3. The customer can redeem available "Euro cash back" as follows:
  - 3.1. At businesses participating in the program (1:1 ratio): by making a purchase for an amount greater than or equal to the available "Euro cash back" the member has collected and wishes to redeem. The number of "Euro cash back" to be redeemed may not exceed the value of the purchase, e.g.: For a purchase of 75.50 Euros no more than 75 Shop & Win "Euro cash back" may be redeemed, even though there are more available at the cardholder's account. After the redemption, the next card statement will show the following transactions:
  - o a debit for the amount of the purchase at the participating business
  - o and a credit described "Shop & Win reward redemption"
  - 3.2. By CitiPhone (1:0.40 ratio)

By calling CitiPhone at 210 92 90 200 and asking to redeem part or all of the available "Euro cash back" in the form of cash back. These will be credited at the next statement of the cardholder's card.

## "CREDIT SHIELD" SCHEME TERMS

Diners Club Greece S.A, Credit Provider (Ave. Syngrou, number 52-54, Athens), in cooperation with the insurance company American Life Insurance Company (MetLife Alico - Ave. Kifisias, number 119, Post Code 151 24, Maroussi) (hereinafter the "Insurance Company") provides to the holders of primary credit cards, Diners Club, the Credit Shield Insurance Plan through the Group Insurance Policy number 82005-400.

Participation in this insurance program is optional, is not a precondition for the approval and/or maintenance of the credit card and the monthly gross premiums (including all statutory deductions) currently amount to 0.30 Euros for every 100.00 Euros of debit balance of the monthly statement of account, while it is charged to the credit card. Premiums may be varied upon renewal or modification of the terms of the Group Insurance Policy. In case of outstanding amounts in the credit card, this balance, which includes the cost of premium shall be subject to interest, in accordance with the annual floating interest rate concerning transactions.

## **A. PROVISIONS**

1. LIFE INSURANCE

In case of death of the Insured for any reason, the Insurance Company shall pay to DC the outstanding debit balance of the credit card, as this appears on the last statement of account issued prior to the date of death of the Insured, plus the debit interest due for a period of 2 months after the date of death of the Insured, up to a maximum policy amount of 30,000.00 Euros.

#### 2. PERMANENT TOTAL DISABILITY INSURANCE

In case the Insured, during the term of his insurance, suffers permanent and total disability due to an accident or disease and such inability has lasted at least 6 months and continues to be permanent and total at the end of this period, then the Insurance Company shall pay to DC the outstanding debit balance of his credit card, as this appears on the last statement of account issued prior to the date of onset of such inability and up to a maximum insurance amount of 30,000.00 Euros.

#### 3. INSURANCE FOR TEMPORARY TOTAL INABILITY TO WORK

In case the Insured becomes temporarily totally unable to work for any reason, the Insurance Company shall pay to DC, following the 31st day of inability and for as long as the Insured remains totally incapable, an amount equal to the minimum amount of debt of his credit card, as this appears on the last statement of account issued prior to the date of onset of such disability, with the minimum monthly amount paid being 15.00 Euros and the maximum one being 850.00 Euros and for a time period that may not exceed 12 months.

#### **4. SERIOUS DISEASES**

If the Insured after 3 months from the commencement of the insurance suffers a heart attack, Coronary disease requiring surgery, stroke, malignant cancer, chronic renal failure, total blindness, organ transplantation, the Insurance Company shall pay the outstanding debit balance of his credit Card as it appears on the last statement of account issued prior to the onset of a covered disease, up to a maximum insurance coverage amount of 30,000.00 Euros. A prerequisite for the payment of the amount is for the Insured to be alive at least 30 days from the date of diagnosis of the Serious Disease and the covered condition to have occurred for the first time during the insurance.

#### RESTRICTIONS ON PAYMENT OF PROVISIONS

For the insured:

- a. There shall not be payment of Temporary Total Disability benefit for the first thirty days.
- b. The maximum benefits payable under this insurance policy for each event shall not exceed 30,000.00 €, regardless of the number of Credit Cards "DINERS CLUB" availed by the insured and for which he was insured under the present document.
- c. In case the insured is entitled to more than one benefits, then there shall only be payment of one, the greater among them.
- d. If the insured does not exercise a profession or holds paid work for pay or profit, then it is entitled to the provision of temporary total disability or permanent total disability.

## **B. PERSONS ENTITLED TO INSURANCE UNDER THIS PLAN**

All holders of a primary Diners Club Credit Cards who are over 23 and under 60 years old at the beginning of the insurance, who have applied for insurance and their application has been accepted by the Insurance Company.

## **C. WHEN COVERAGE STARTS**

Coverage commences on the effective date of the Credit Card of the insured or on the date on which the insurance application has been accepted, whichever is later, and as long as the necessary premiums have been paid.

## **D. WHEN COVERAGE ENDS**

- Upon cancellation of the Group Policy.
- When the Insured reaches 65 years of age.

- When he ceases to be a holder of a DC credit card.
- In case monthly premiums are not paid within the grace period (60 days).
- When the insured stated in writing to the DC or by telephone at CitiPhone.

(210-9290200) that he intends to terminate the insurance policy.

• Upon reception of a remuneration for one of the above services 1, 2, or 4.

#### **E. DEFINITIONS**

For the purposes of this insurance, the term "accident" shall mean the incident incurred to an Insured during the term of the insurance that is attributed to a cause that is sudden, visible, violent, random and completely independent of his will and causes to the Insured, as an exclusive cause independent of any other, bodily injury or death.

The term **"disease"** shall mean any condition or disease that occurred for the first time after the date of the insurance or before that date but no advice or treatment for this condition was provided by any surgeon or physician of any specialty during the last twelve months before the effective date of the insurance. The term **"Permanent Total Disability"** shall mean that the Insured is not able to exercise any occupation or work for payment or profit, for which he qualifies based on his education, specialty or experience.

"Debit Balance" on the date of Death, Total Disability or Serious Disease is considered to be: The balance of the Credit Card which was issued before the date of injury or disease, which caused the Death, Total Disability or Serious Disease or the Temporary Total Disability (only in case there is already payment of Temporary Total Disability benefit), plus the amount that was charged to Credit Card before the above date of injury or disease but was not included to the balance of the above account, plus any future installments arising from transactions that were carried out with the Credit Card before the above date of injury or disease, up to the maximum credit limit of the insured or the maximum limit specified in the policy, less the amount paid for the Temporary Total Disability (only in case Temporary Total Disability benefit is already paid).

For the purposes of this provision Serious Diseases are deemed the following:

- a. Heart attack (myocardial infarction): This shall mean the necrosis of a part of the heart muscle resulting from poor blood supply. The diagnosis must be based on:
  - 1. Electrocardiogram findings and
  - 2. Increased cardiac enzymes values
- b. Coronary Disease requiring surgery (BYPASS): Shall mean open heart surgery for the restoration of damages to the coronary arteries, causing inadequate perfusion of the heart, using a transplant. This shall not include treatments using lasers or other intra-arterial intervention.
- c. Stroke: Shall mean any vascular-stroke with neurological effects which last longer than 24 hours. This includes medullary tissue infractions, intracranial or subarachnoid hemorrhage, or embolism from extracranial causes. Transient ischemic attacks or stroke symptoms attributed to migraine and vascular diseases affecting the eyes or the optic nerve, are excluded.
- d. Malignant Cancer: Shall mean the existence of one or more malignant tumors including: malignant lymphoma, Hodgkin disease, leukemia, malignant disorders of the bone marrow, characterized by uncontrolled growth and spreading of malignant cells and infiltration to and destruction of healthy tissues. Cancer shall not include:
  - 1. Tumors histologically characterized pre-cancerous or which have the same characteristics with cancer and do not require surgery for radical removal.
  - 2. Skin cancer and melanomas other than malignant melanoma, which equals to or is greater than 3, as per Clark scale or has a depth of 1,5 mm.

- 3. Prostate cancer which is histologically described as T1 on TNM scale or in another similar or equivalent scale.
- e. Renal Failure: Shall mean the final stage of renal failure presenting chronic and irreversible function of both kidneys, resulting in the insured to undergo regular dialysis.
- f. Total Blindness: Shall mean complete blindness and irreversible loss of vision in both eyes from any cause.
- g. Organ Transplant: Shall mean the transplantation of human organs from a donor to the recipient, for one of the following organs: kidneys, heart, lung, liver, pancreas, or bone marrow.

#### F. EXCLUDED RISKS

As per this policy, there shall not be coverage of risks which directly or indirectly, in total or in part, emanate or are attributed to one of the following reasons:

- Suicide within the first 13 months from the Date of Insurance.
- Disease that occurs within 30 days from the Date of Insurance.
- Self-injury.
- Pregnancy, labor or complications thereof.
- Any air accident unless the insured is a passenger of an airplane with a ticket from an acknowledged airline, operating regular trips (regular or temporary).
- Riots, revolutions, political unrest and war, whether declared or not.
- Influence of alcohol or drugs or hallucinogenic substances, unless their use is for therapeutic purposes with a doctor's prescription.
- Death or Disability due to a specific condition or disease (or made worse by the specific condition or disease) for which the Insurance Company had notified DC that the specific condition or disease is exempted from coverage.
- Acquired Immune Deficiency Syndrome (AIDS) and all subsequent symptoms, as defined by the World Health Organization. The presence of the Human Immunology Virus (HIV) if revealed by the HIV test
- Any Serious Disease that was diagnosed before the date of insurance.

## **G. CANCELLATION - WITHDRAWAL - OBJECTION**

The Insured has the right to cancel the provided coverage at any time through a written statement addressed to DC or through phone at CitiPhone (210-9290200).

The customer has the right to object or withdraw within 30 days of receipt of the written terms of the plan, while he is entitled to the refund of all premiums paid. Such withdrawal shall result in the deletion of the obligations of the Insured emanating from the insurance policy. The deadline for the performance of the withdrawal right shall be suspended for as long as the customer has the right to object. This request must be sent to the Customer Support Service of DC, PO. Box 19001, Post. Code 11710, Athens by mail or through fax addressed to the same Service (210-9244203) or by phone at CitiPhone (210-9290200).

#### **H. PRESCRIPTION - COMPETENT COURTS**

This insurance policy is governed by the Greek law and any dispute arising from it shall be prescribed upon lapse of five (5) years commencing as of the end of the calendar year in which the relevant claim occurred. The courts of Athens shall be the sole responsible for resolving any dispute arising from or as a result of the present insurance.

## I. REQUEST- COMPLAINT

In case it is desired to submit a request / complaint about this coverage, please contact:

a) Any branch of the Bank b) CitiPhone (2109290200), the telephone customer support service of DC, or c) the Customer Support Service of DC, PO. Box 19001, GR-11710 Athens, and you shall receive a response at the latest within 45 days from the date of receipt of the request / complaint. If it is deemed that the request / complaint is not resolved satisfactorily, please contact the 'Banking Mediator' on telephone number 2103376700, on business days and from 08:30 to 15:00.

It is also possible to contact insurance company MetLife Alico (Ave. Kifisias number 119, 151 24 Maroussi, Tel: 210 8787500 - fax: 210 8068403) which is responsible for processing your requests.

**Note**: Participation in the Credit Shield insurance plan is not an investment, and the premiums paid do not establish purchase values.

#### J. PERSONAL DATA

Regarding the processing of your Personal Information received or acquired in any way by MetLife Alico and Citibank S.A. Insurance Agency (the "Companies") it is agreed that:

- 1. The Companies have the right to process Personal Data in accordance with the provisions of Law 2472/1997, such as indicatively, identification data, age, occupation, for the support, promotion and performance of the transactions relationship established herein.
- 2. Personal Data processing shall continue following expiration of the transactions relationship for as long as required by the law or the insurance policy.

#### **CREDIT SHIELD UNEMPLOYMENT PLAN TERMS**

#### (OFFERED AS AN ADDITIONAL SERVICE PROVISION OF CREDIT SHIELD)

#### A. To Whom it is Addressed

In order to participate to the Credit Shield Unemployment plan, you must be a holder of a primary DINERS CLUB credit card and at the time of conclusion of the insurance you must meet all of the following conditions:

- (a) your age is between 23 and 56 years,
- (b) you must be employed for at least six (6) months by the same employer,
- (c) in case of dismissal from your Work you must be entitled to receive unemployment benefits by the Labor Force Employment Organization (OAED),
- (d) you have not been notified of your dismissal or you are not aware that you are in any way to be dismissed from your Work.

#### **B. Definitions**

For the purposes of this insurance coverage and additionally to the other terms stated at the beginning of this document, the following terms shall have the meaning provided below:

- "Insurer or We (Us)" shall mean the English insurance company MetLife Insurance Limited , based in London (8th Floor, NO1 Minster Court, Mincing Lane, London, EC3R7YL) which has acquired all necessary permits for the free provision of insurance services in Greece as a Member country of the European Union, in accordance with the provisions of European Directives 92/49 and 92/96, as applicable in Greece with Law Decree 400 1970.
- "Involuntary Unemployment" shall mean that without your intention you lost your Job and you meet all of the following conditions:
- a. You were dismissed by your employer.
- b. You are a registered unemployed of OAED and you qualify for unemployment benefit.
- c. You are available to Work and actively pursue finding a job.
- **"Employment (Work)"** shall mean the dependent employment for payment, for which there is also payment of the social security contributions and has a minimum duration of 30 hours per week.
- **"You or Insured"** shall mean any DINERS CLUB primary card holder, who has submitted an application for insurance and such application has been accepted by the Insurer.
- **"Effective Date of the Insurance"** shall mean the date of activation of your credit card or the date on which your insurance application were accepted for insurance with the Credit Shield Unemployment plan, whichever occurs later.
- "Monthly Benefit" shall mean the amount of the minimum monthly installment to be paid, which is shown on the last statement of account of your credit card which was issued immediately before the date of your dismissal. This amount

remains fixed throughout the covered period of involuntary unemployment and may not be below 15.00 Euros and above 1,000.00 Euros.

## **C. Involuntary Unemployment Provision - Insurance**

In case during this insurance coverage you lose your Job and become Involuntarily Unemployed for more than 30 consecutive days, then for each additional full month you are under Involuntary Unemployment status and for a maximum period of twelve (12) months, the Insurer shall pay to your account at DC the Monthly Benefit to be credited to your credit card account.

#### **D. Premiums**

The monthly premiums for your participation in the Credit Shield Unemployment plan is expressed as a percentage and is calculated based on the current outstanding balance shown on your monthly statement of account of your credit card.

The monthly premiums at the date of establishment of this document amounted to Euros 0.363

per 100.00 Euros of the monthly debit balance and are surcharged with 10% Insurance Tax, rising to a total insurance cost of 0.40 Euros per 100.00 Euros of monthly debit balance. The premiums commence to apply as of the Effective Date of the Insurance and are payable on a monthly basis, on the day of payment of your credit card account, through the automatic equal-amounting billing of your credit card. The Insurer reserves the right to readjust premiums after prior notification and the Insured shall agree to such readjustment through the payment of the relevant premiums. In case of outstanding amounts in the credit card, this balance, which includes the cost of premium shall be subject to interest, in accordance with the annual floating interest rate concerning transactions.

## E. When Coverage Starts

Coverage starts 90 days after the Effective Date of the Insurance.

#### F. When Coverage Stops

- Upon cancellation or otherwise termination of the Group Insurance Policy.
- On the day you reach retirement age with full pension entitlement, or on the day you complete 65 years of age, whichever of such dates occurs earlier.
- When upon termination, cancellation, or for any other reason to stop legally possess a DC credit card.
- If you do not pay with your credit card or otherwise the monthly premiums within the grace period of ninety (90) days from the date they become due and payable.
- If during the insurance your Employment is converted to temporary or part-time employment.
- In case you state in writing to DC or by phone at CitiPhone (210-9290200) that you wish to terminate the insurance.

### **G. Exceptions**

Under this insurance, no Monthly Benefit shall be paid for Involuntary Unemployment caused by or attributed to the following:

- 1. Normal and regular (including seasonal) breaks occurring in the profession of the Insured.
- 2. Intentional interruption of Work.
- 3. Early retirement.
- 4. Dismissal of an Insured due to misconduct or involvement in illegal acts against the employer.

- 5. In a contract (employment) of temporary or seasonal nature.
- 6. Upon expiration, termination or non-renewal of fixed term employment contract, unless the Insured satisfies all of the following conditions:
  - At the date of dismissal, the Insured was employed continuously by the same employer for the last two years, as a minimum.
  - The fixed term employment contract was renewed at least once.
  - The termination or non-renewal of the contract does not take place within 180 days from the Effective Date of the Insurance.
- 7. If the Insured was aware on the Effective Date of the Insurance of his imminent dismissal. If the Insured was Employed for at least 6 consecutive months immediately preceding the date of dismissal, it is presumed that he was not aware of the imminent dismissal. This presumption may be rebutted on the Insurer.
- 8. No Monthly Benefit or other amount shall be paid for:
- (i) The first 30 consecutive days of Involuntary Unemployment.
- (ii) Periods of Involuntary Unemployment less than 30 days.

## **H. Insurance Liability Limit**

The Insurer's liability is limited to the payment of up to twelve (12) Monthly Benefits for each case of Involuntary Unemployment, provided and to the extent that those payments do not exceed the total maximum liability of the Insurer which is set at twelve thousand Euros (Euro 12,000) for each occurrence of Involuntary Unemployment per credit card with which the Insured participates in the Credit Shield Unemployment insurance plan and pays the associated premium.

In case the Insured, additionally to the Involuntary Unemployment coverage avails disability coverage then he shall be entitled to compensation only from one and not from both 2 insurance coverages.

# I. Monthly Benefit Payment Request

If you become Involuntarily Unemployed and meet the conditions for the payment of Monthly Benefit, you are kindly requested, either you or your representative designated in writing, to proceed as soon as possible and within eight (8) days of your dismissal to the following:

- 1. Contact any Citibank branch or contact CitiPhone (210-9290200) customer support telephone service of DC, which operates 24 hours a day, in order to notify your dismissal and provide your credit card account number.
- 2. Submit your request to MetLife Alico, (Ave. Kifisias number 119, 151 24 Maroussi, Tel 210 8787000 fax. 210 8068403), which performs on behalf of MetLife Insurance Limited in Greece the examination and settlement of compensation requests for the Credit Shield Unemployment plan.
- 3. Fill in the special compensation form and any other relevant document provided to you.
- 4. Produce under your own expense and care all the documentation required for evidencing your request.

The Insurer shall not be liable for any costs or amounts paid by the Insured for the submission of his request for the payment of monthly benefit.

#### J Obligation to Provide Truthful Data

The data reported in the special compensation form and the supporting documentation must be true. If the Insured knowingly submits any false request or documentation, this coverage shall be canceled and any payment already made shall be returned with interest while there shall be respective notification of the relevant authorities.

### K. New Involuntary Unemployment Coverage

If you cease to be subject of Involuntary Unemployment and assume new employment with a minimum duration of six (6) consecutive months, the Insurer shall provide coverage in case you are dismissed again ("New Involuntary Unemployment"). However, if such new employment is less than six (6) consecutive months, New Involuntary Unemployment shall constitute part of the original Involuntary Unemployment and the total payment of Monthly Benefit (original and New Involuntary Unemployment) shall not exceed a maximum limit of twelve (12) months. For the time period that you are Employed, between the original and New Involuntary Unemployment no payments shall be performed.

## L. Prescription - Competent Courts

This insurance policy is governed by the Greek law and any dispute arising from it shall be prescribed upon lapse of four (4) years commencing as of the end of the calendar year in which the relevant claim occurred.

The courts of Athens shall be the sole responsible for resolving any dispute arising from or as a result of the present insurance. Representative of the Insurer in Greece has been designated to be insurance company MetLife Alico, 119 Kifisias Avenue, 151 24 Maroussi, Athens.

# M. Cancellation - Withdrawal - Opposition

The Insured has the right to cancel the provided coverage at any time through a written statement addressed to DC or through phone at CitiPhone (210-9290200). The Insured has the right to object or withdraw within 30 days of receipt of the written terms of the plan, while he is entitled to the refund of premiums eventually paid. Such withdrawal shall result in the deletion of the obligations of the Insured emanating from the insurance policy. The deadline for the performance of the withdrawal right shall be suspended for as long as the customer has the right to object. This request must be sent to the Customer Support Service of DC, PO. Box 19001, Post Code 11710, Athens by mail or through fax addressed to the same Service (210-9244203) or by phone at CitiPhone (210-9290200).

**Note:** Participation in the Credit Shield insurance plan is not an investment, and the premiums paid do not establish purchase values.

## N. Request / Complaint

In case it is desired to submit a request / complaint about this coverage, please contact:

a) Any branch of the Bank b) CitiPhone (2109290200), the telephone customer support service of DC, or c) the Customer Support Service of DC, PO. Box 19001, GR-11710 Athens, and you shall receive a response at the latest within 45 days from the date of receipt of the request / complaint. If it is deemed that the request / complaint is not resolved satisfactorily, please contact the 'Banking Mediator' on telephone number 2103376700, on business days and from 08:30 to 15:00.

It is also possible to contact insurance company MetLife Alico (Ave. Kifisias number 119, 151 24 Maroussi, Tel: 210 8787500 - fax: 210 8068403), which is responsible for processing your requests in Greece on behalf of the Insurer.

MetLife Alico shall: (a) Notify you on the reception of your written request / complaint within 48 hours of receipt, (b) provide documented response to the request / complaint within five (5) days of receipt, (c) inform you on the progress of request / complaint processing, (d) provide final response to your request / complaint within eight (8) weeks of receipt.

If you still consider that your request / complaint is not resolved satisfactorily you may contact the Managing Director of the Insurer:

## **MetLife Insurance Limited,**

One Canada Square,

Canary Wharf, London E14 5AA,

United Kingdom

If you still consider that your request / complaint is not resolved satisfactorily you may contact the relevant monitoring authority of the Insurer in London:

## The Financial Ombudsman Service (FOS),

South Quay Plaza,

183 Marsh Wall,

London E14 9SR

United Kingdom

www.financial-ombudsman.org.uk/accessibility/greek/greek.htm

## O. Personal Data

Regarding the processing of your Personal Information received or acquired in any way by the Insured, MetLife Alico and Citibank S.A. Insurance Agency (the "Companies") it is agreed that:

- 1. The Companies have the right to process Personal Data in accordance with the provisions of Law 2472/1997, such as indicatively, identification data, age, occupation, for the support, promotion and performance of the transactions relationship established herein.
- 2. Personal Data processing shall continue following expiration of the transactions relationship for as long as required by the law or the insurance policy.