

TERMS AND CONDITIONS FOR SUBMITTING AN ACCESS REQUEST

1. General

1.1 These terms and conditions (hereinafter collectively referred to as “Terms of Use”) govern the submission of an access request pursuant to Article 15 GDPR by natural persons (hereinafter “user”) through the website of the société anonyme under the name BANKING INFORMATION SYSTEMS S.A. and the distinctive title “TIRESIAS S.A.”, with GEMI number 002594101000, headquartered in Marousi, Attica, at 2 Alamanas Street, email: tiresias@tiresias.gr, contact telephone number 210 36 76 700 (hereinafter “TIRESIAS”).

2. Submission of request

2.1 The user is provided with the option to submit a request for written information regarding the data that appear in all or part of the TIRESIAS records they choose, as specified below, and which concern them in accordance with Article 15 of the General Data Protection Regulation (EU) 2016/679 (“GDPR”) (exercise of the right of access):

- File of Defaults of Obligations & Mortgages/Pre-notations (DO-MP)
- File of Credit Consolidation (FCC)
- Risk Control File (CHECK)
- File of Terminated Business Contracts (SKSE)
- File of Assigned Claims from Contracts/Certificates of Execution of Public Works (ΣΕΠΕΔ)
- File of Companies from Government Gazette (FEK) and General Commercial Registry (GEMI) (Board Members, Managers, Partners)
- File of Lost – Stolen Identity Cards and Passports (STD)
- Report File
- Behaviour Score

Detailed information about the above registers and the data recorded therein is provided at <https://www.tiresias.gr/en/individuals/which-data-are-kept/>.

2.2. The GDPR Data Report (“GDPR Report”) will be sent by TIRESIAS via email to the user’s email address, as declared and confirmed by the user during the submission of the request, in a PDF file, without delay and in any case within one month from receipt of the request. At the same time, a unique decryption code for the PDF file will be provided via SMS to the user’s telephone number, as transmitted to TIRESIAS in the context of their authentication. This deadline may be extended by a further two months, if necessary, taking into account the complexity of the request and the number of requests. In this case, TIRESIAS will inform the user of the extension within one month from the receipt of the request, as well as of the reasons for the delay.

In any case where the user has any objection regarding the accuracy and/or completeness of the data included in the GDPR Data Report they receive (including cases where subsequent actions have taken

place and/or relevant court decisions have been issued, etc.), they may contact TIRESIAS and request the correction and/or supplementation of such data by submitting the necessary supporting documents that substantiate their request, as listed at the following address: <https://www.tiresias.gr/en/individuals/public-service-office/>.

2.4 The user acknowledges that the GDPR Data Report contains their personal data within the meaning of paragraph 1 of Article 4 of the GDPR and that they are solely responsible for any further provision or disclosure of it, in whole or in part, to third parties by any means or method and for any purpose.

The user also acknowledges that the unique decryption code of the PDF file is confidential and that, upon its transmission in the above procedure, TIRESIAS is released from any liability, particularly regarding its disclosure to third parties.

2.5 The GDPR Data Report is intended for informational purposes and is provided *as is*. It does not constitute encouragement to, or deterrence from, carrying out any specific transaction and must not be considered or treated as financial or any other type of advice from TIRESIAS to the user or to any third-party recipient to whom the user may grant access. The GDPR Data Report does not contain evaluative or other judgments, and any assessment of its content rests solely with the user or any aforementioned recipient.

Taking into account, among other things, the manner in which the sources (courts, land registry, etc.) from which the data recorded in TIRESIAS' economic behaviour data files are obtained operate, as well as the relevant institutional or objective limitations, and the fact that the data may have been settled/cancelled, etc. by the debtor without TIRESIAS having been informed thereof, TIRESIAS – without guaranteeing and therefore without being liable – makes every possible effort so that the entirety of the content of the GDPR Data Report is governed by maximum accuracy, transparency, clarity, timeliness, completeness, correctness, and availability.

In any case, it is noted that it is also possible to submit a request to receive the GDPR Data Report through the alternative methods described in detail at the address <https://www.tiresias.gr/en/individuals/public-service-office/>.

2.6 The service is provided without financial charge to the user; however, the imposition of a reasonable fee for administrative expenses is not excluded, in accordance with Articles 12(5) and 15(3) of the GDPR.

3. Compliance with legislation – refraining from malicious actions

3.1 The submission of the request must be made exclusively for lawful purposes and in a lawful manner and in accordance with these terms. The user must comply with the applicable legislation, the applicable regulatory framework and good morals, and must refrain from any unlawful or abusive conduct that may affect other users and cause damage or malfunction to TIRESIAS and its personnel.

The user must refrain from any act of malicious use, from any attempt at unauthorized access, and from any action of identification or login using access credentials without authorization.

4. User Authentication and Identification

4.1. The request is fulfilled following strong authentication of the user, using data obtained – upon their consent – from third-party entities, namely credit institutions, as listed on the TIRESIAS website. For user identification, a two-factor authentication (2FA) process is employed, using the online banking credentials that the user holds with the aforementioned credit institutions.

4.2 The user must, if requested, provide additional identity information so that TIRESIAS can accurately identify them in relation to the data held in its records. The user must provide true, accurate, valid and complete information regarding the details they submit, including for their authentication.

5. User responsibility

The user must ensure the safe and effective storage of the Report. Furthermore, the user is solely responsible for the access equipment they use and for protecting the integrity and security of their information systems, both hardware and software, so that the access credentials and the data provided through them – and stored on the local storage media of their Device – are adequately protected. Any failure of the user's systems, or any leakage of login or usage data due to the infiltration of malicious software into the user's operating system, or due to the use of publicly accessible equipment, does not entail any liability on the part of TIRESIAS for any damage the user may suffer as a result of these causes. Similarly, TIRESIAS bears no responsibility whatsoever for any action or operation carried out on a modified (jailbroken/rooted) device and any related responsibility rests solely with the user.

6. Responsibility of TIRESIAS

6.1 Without providing any guarantee and therefore without incurring any liability, TIRESIAS makes every possible effort to ensure that the information provided to the user is characterized by the highest possible accuracy, transparency and clarity, timeliness, completeness, correctness and availability. In no event, including negligence, shall TIRESIAS be liable for any damage, whether direct or indirect, actual or consequential, that may be caused to the user in connection with the GDPR Report or its use. The contents of the GDPR Report and the Services are provided “as is” without any warranty of any kind, express or implied, all of which are expressly disclaimed by TIRESIAS, including warranties of merchantability or fitness for a particular purpose.

6.2 TIRESIAS takes all necessary technical and organizational measures to ensure, to the greatest possible extent, the continuous and uninterrupted operation of its website; however, it does not guarantee that the submission of a request operates without interruption or errors, or that services are provided free of “viruses” or other harmful components, and it bears no liability for any data loss or other damage suffered by the user or third parties due either to use/copying/downloading/sharing or to alteration or infection by viruses or other unauthorized third-party interventions.

6.3 TIRESIAS bears no liability for any damage (direct or indirect, actual or consequential) that the user may suffer from the submission of the request or the inability to submit it, from delays in its use, or from failures or omissions therein, regardless of cause, such as, indicatively, failures of telecommunications equipment or internet connection quality that fall within the sphere of influence of the user or the third-party telecommunications service provider to the user.

6.4 In the event of force majeure, as defined by the legislation and case law of the Greek courts, which affects the operation of the website and/or the ability to submit an application, TIRESIAS may, at its absolute and exclusive discretion, suspend its operation for as long as the force majeure event lasts, without incurring any liability towards the users and without being obliged to follow any prior notification procedure.

7. Intellectual and Industrial Property Rights

The entire content of the request and the GDPR Report, including but not limited to texts, graphics, photographs, diagrams, illustrations and all types of files, as well as the manner and method of their collection, classification, processing and presentation, constitutes the intellectual property of TIRESIAS and is protected by national and international Intellectual Property provisions, except for any expressly recognized third-party rights. Therefore, the reproduction, republication, copying, storage, sale, transmission, distribution, publication, performance, downloading, sharing, translation, modification, or use by any other means or method of their content, in whole or in part, for commercial or other purposes, is prohibited without the prior written consent of TIRESIAS. It is understood that, notwithstanding the above, the user is entitled to use the GDPR Report at their absolute discretion; however, any intervention in it or any modification or alteration of its content in any manner whatsoever is strictly and unconditionally prohibited.

8 Other terms

8.1 TIRESIAS may, at any time, modify the Terms of Use, the Privacy Policy and the Cookies Policy, in whole or in part, at its absolute discretion. Each newly codified and amended text will be posted on the website and will take effect immediately upon its posting, without any further requirement, deadline or special procedure.

8.2 TIRESIAS provides support to the user. Detailed information on the currently available communication methods for user support can be found on <https://www.tiresias.gr/en/personal-data-processing/>

For the exercise of the above rights, you may contact TIRESIAS in writing at its address (Alamanas 1, Marousi 151 25), or electronically at tiresias@tiresias.gr , or by telephone on working days from 09:00 to 16:00 at +30 210 3676700, and in any case you may also contact the Data Protection Officer of

TIRESIAS at dpo@tiresias.gr. Additionally, a Customer Service Office operates at the Company on working days from 08:30 to 14:00 (1 Alamanas Street, 151 25 Maroussi).