

**GENERAL CONDITIONS FOR THE USE OF DEBIT & CREDIT CARDS FOR
INDIVIDUALS**

1. DEFINITIONS

ATM: An automated machine which provides services of cash withdrawal to owners / users of cards which are issued or acquired by the bank, as well as other related services (payment of utilities, information about the status of accounts, etc.)

The Bank: BANCA TRANSILVANIA S.A., the card issuer, having its registered office in Str. George Barițiu, nr. 8, 400027, Cluj – Napoca, Cluj county and E-mail address: contact@bancatransilvania.ro, Bank Register no. R.B. - P.J.R. - 12 - 019 - 18.02.1999. The supervisory authority for the card issuer is the National Bank of Romania, having its registered office in Bucharest, Strada Lipsani nr. 25, sector 3, cod 030031, and the authority in charge of the consumers is the National Authority for Consumer Protection, having its registered office in Bucharest Bd. Aviatorilor nr.72, sector 1.

Credit card: electronic payment instrument in the form of a standardized, secured and customized support, which allows the card holder/user to have access to the card current account and/or to use the balance existing on the account opened in the name of the cardholder in order to perform operations in accordance with this document. The Bank issues the card at the request and on behalf of the holder and / or the user authorized in this regard by the holder. The credit card is a hybrid card. The credit card is a shopping card for individuals that allows the holder/user to perform transactions as defined hereinafter and that is suitable for international use. The credit card is attached to a RON credit card account with a credit limit made available to the client via the card. The credit limit represents a loan granted by the Bank and made available to the Client. The credit limit available via the credit card is approved by the Bank and expressly accepted by the Client upon the signing of the specific Agreement for this product, whereby such agreement shall also stipulate the specific use conditions for the credit card limit and the related costs.

Debit card: electronic payment instrument in the form of a standardized, secured and customized support, which allows the card holder/user to have access to the card current account or to use the balance existing in the account opened in the name of the cardholder/current account in Euro (in case of MasterCard Direct cards attached to it) in order to perform operations in accordance with this General Terms and Conditions for the Use of Cards. The Bank issues the card at the request and on behalf of the holder and / or the user authorized in this regard by the holder. The debit card is a hybrid card.

Embossed card: The customer identification data (first and last name), the card number, date of issue / expiry and special identification characters (VISA / MasterCard) are embossed on such card.

Hybrid card (dual card): card containing both a magnetic band and a microprocessor (chip).

Additional card: a card issued by the bank attached to the holder's account and upon the holder's request in the name of a third party appointed by the holder (spouse, full-age child, parents), called the card user.

Credit cardholder: The client holding a current account and a credit card account opened with the bank, also having a credit card for individuals, issued by the bank on his/her name, at his/her request, based on an application and a risk analysis for the approval of a certain credit limit.

Debit cardholder: The client holding a current account opened with the bank, also having a debit card for individuals, issued by the bank on his/her name, at his/her request, based on an application.

Card activation code: personal identification number consisting of 4 digits assigned by the bank to the card issued on the holder's/user's name, which is strictly confidential and is transmitted by the Bank to the cardholder/user via SMS text message. The card holder/user can change the activation code into a PIN code at any ATM terminal of Banca Transilvania.

CVV/ CVC code: 3-digit code, printed on the signature strip on the back of the card, which can be used for transactions on the Internet, and/or transactions of the type mail order / telephone order.

Retailer/ acquiring bank: A legal person that displays the official emblem of an International Organization under the logo of which the card was issued (VISA Electron / MasterCard for debit cards issued by Banca Transilvania to individuals), acquires cards for the payment of goods or services and / or is able to provide cash upon the use of the card.

Credit card account: account opened by the bank in the name of the credit card holder who is the holder of such account. All the transactions made with the credit cards issued by the bank in the name of the holder and/or of the additional card users are recorded on the card account.

Date of the credit card account statement: the date on which the statement is issued by the bank.

Penalty for debit balance: it applies when reaching the debit balance, irrespective of the reason (because of FX rates differences between the authorization date and the transaction settlement date, card transaction fees, offline transactions in which no verification of the fund availability is performed, whereby the account balance may become negative upon the settlement, other debits). The amount of such penalty is established as follows:

- in case of debit cards attached to a current account, the debit balance penalty interest applicable to the related current account applies. Its amount is stipulated in the applicable List of fees and commissions.
- In case of credit cards, the amount of the penalty is laid down in *List of fees and commissions related to credit cards for individuals*.

Account statement: list of transactions reflecting the operations recorded on an account in a certain period of time. The account statement contains information about the transaction reference which allows for the individual identification of each operation, the operation value in the account currency in which the account statement was generated, the commissions / fees related to the operations performed by the client and recorded on the account / other fees and commissions related to the account/card/services provided by the Bank, the foreign exchange rate, the registration date of the transaction on the account (account debit date) as well as explanations for each operation in turn.

- For debit cards attached to the individuals' current accounts / Increased Current Account in Euro (for MasterCard Direct attached to it), the account statement corresponds to the summary current account statement available at the bank's units, as hard copy, free of charge (for the month prior to that in which it is generated). If the card holder is also a user of the Internet Banking application, the account statements may be accessed via this application (for free, with no extra costs for viewing account statements).
- In case of credit cards for individuals, the monthly card account statements shall be sent to the card holder client as agreed by him/her with the bank:
 - o free of charge, at the bank's office (for the month before the one in which it is generated);
 - o As well as, and/or by:
 - electronic means of communication (e-mail or Internet Banking applications for credit card holders that are also users of such products provided by the bank, etc.)
 - by post (as hardcopy), against payment, at the holder's domicile address.

Imprinter: mechanical device for manual processing of offline transactions, which may performed only with embossed cards. By using the imprinter, the identification details of the card holder / user are printed on the receipt, from the front side of the plastic card (embossed).

Credit limit: the amount of money approved by the Bank after the specific analysis, being available on the credit card account and accessible via the credit card. The granting, operation and the related costs are laid down in the specific agreement concluded between the Client and the Bank (the "*Credit Card Agreement*").

PIN: personal identification number consisting of 4 digits, assigned by the bank to the cardholder / user, which is strictly confidential and identifies the cardholder / user when performing transactions.

Depending on the terminal and card settings, the PIN may or may not be requested when performing the transaction, sometimes being replaced by the signature for validation purposes.

Limit: ceiling set by the bank for the number and value of possible transactions by cards in a certain period of time, differentiated by possible **types of card transactions**. The bank also sets an aggregated ceiling for card operations, representing the maximum number / value of **all possible card transactions** within a certain time frame. For his/her own card and for the additional cards issued on behalf of card users, the cardholder may require the setting of daily limits for cash withdrawals, POS transactions, internet transactions, but within the maximum ceilings set by the bank.

POS: electronic terminal that allows the collection, processing, storage and transmission of information about card payments by electronic means, for the authorization and processing of card transactions.

3D Secure System: technology promoted by the international card organizations Visa and MasterCard in order to mitigate e-commerce fraud risks, whereby the cardholders may safely do their shopping on the Internet. For Visa, the protocol is called “Verified by Visa” and for MasterCard it is “MasterCard SecureCode”.

Each of them is recognizable by the dedicated logo displayed on the webpages of the retailers that have joined the use of the technology. The card holder/user may enroll his/her card in the 3D Secure system (Verified by Visa/ MasterCard Secure Code), establishing an additional password that will be required for any card payment on a webpage of a merchant that has implemented the 3D Secure system.

Contactless technology - technology that allows for fast payments , with or without entering the PIN, depending on the transaction amount, simply by the putting the card close to the card terminal provided with contactless technology (having the same sign printed on it as the card).

Transaction: operation performed with a card for:

- - the purchase of goods /services at the merchant’s POS displaying the logo of the international organization related to the card;
- - the contactless payment for goods and services at the POS terminals of the retailers displaying the international logo under which the card was issued and specific signs of contactless payments;
- - performing Internet transactions or mail order / telephone order transactions (if cards are accepted in such environment);

- cash withdrawal at the ATM and POS terminals installed at bank counters displaying the logo of the international organization under which the card was issued;
- other transactions possible at the terminals installed at bank counters (payments of utilities, interrogation of account balances, etc.);
- other transactions possible with cards at terminals displaying the signs of the international organization under which the card was issued.

Card User: an individual recognized and accepted by the cardholder to possess and use an additional card issued by the bank and attached to the cardholder’s current account (in case of debit cards) / the cardholder’s card account (in case of credit cards). The additional card will be issued in the name of the person recognized and mandated by the holder, upon a card issue application signed by the cardholder. The **card user** can perform the same transactions as the cardholder within the limits set by the holder and the Bank. The cardholder may request the bank to cancel the additional card issued in the user’s name, at any time. The cardholder is liable for all the transactions made with the additional cards issued at its request for the users. The bank will record the transactions made with the additional cards issued in the name of the users, as follows:

- for debit cards: on the cardholder’s current account/increased Euro current account (in case of MasterCard Direct cards attached to it);
- for credit cards: on the cardholder’s card account.

2. GENERAL PROVISIONS

Debit cards for individuals

2.1. The cards in RON attached to RON accounts VISA ELECTRON, MasterCard Mondo, MasterCard Gold Debit, MasterCard Banca Transilvania OmniPass, VISA ELECTRON EURO<26 are cashless payment instruments, being hybrid cards (dual cards), having both a magnetic stripe and a microprocessor (chip) and incorporated contactless technology (except for VISA ELECTRON EURO<26) that can be used in Romania (for operations in lei) and abroad (for FCY operations).

The EUR account card MasterCard Direct is a cashless payment instrument, a hybrid card (dual card) with and incorporated contactless technology that can be used in Romania for RON operations and abroad for FCY operations.

2.2. The charges applied by the Bank for debit card operations are presented in the Annex to the “Debit card application form”. The client is informed and receives, upon request, a copy of the Annex when he/she requests the card. When handed over the card, the Client will also receive the Annex in force at the card issue date.

2.3. The applicants for VISA ELECTRON EURO<26 cards, through the card issue application become members of EURO<26 Romania, an association with a recognized social and community activity, a member of the European organization EYCA. In this capacity, the cardholder fully benefits of all the advantages, discounts and facilities offered by EURO <26 to its members, throughout the validity period of the card.

2.4. Banca Transilvania sponsors the VISA ELECTRON EURO <26 cardholders, as members of the EURO <26 Romania, with the amounts of the membership fees. The sponsorship beneficiary is recognized and recommended by EURO <26 Romania. The duration of the sponsorship contract is the duration of the card validity period.

Credit cards for individuals:

2.5. Banca Transilvania S.A. issues the following RON account credit cards:

- under the MasterCard logo: Star Forte, MasterCard Forte for Physicians;
- under the VISA logo: Star Gold, Star Platinum, Visa Gold BT – ROTARY, Visa Centrofarm BT, BT Flying Blue Classic, BT Flying Blue Premium.

Credit cards are non-cash payment instruments, accepted in Romania for RON transactions and in other countries for FCY transactions. Credit cards are hybrid cards (dual card) – containing both a magnetic band and a microprocessor (chip)

and (except for Visa Centrofarm BT) integrated contactless technology for the following cards: Star Forte, Star Gold, Star Platinum, BT Flying Blue Classic, BT Flying Blue Premium, MasterCard Forte for Physicians.

2.6. The fees charged by the bank for credit card operations are presented to the client upon the application for the credit card in the form of the *List of fees and commissions related to credit cards for individuals*.

2.7. Individuals applying for a BT Flying Blue Classic card and BT Flying Blue Premium card must also be members of Flying Blue, enrolling in the Flying Blue program prior to the application for the card. Upon the request of a Flying Blue card, clients must provide the bank with a valid Flying Blue number.

2.8. The individual requesting a Visa Gold BT- ROTARY card must be a Rotary/Rotaract member or the spouse of a Rotary /Rotaract member or persons recommended in writing by the governor of Rotary International District 2241 Association.

3. GENERAL CONDITIONS FOR THE USE OF CARDS

3.1. The holder / user of the debit/credit cards dedicated to individuals must comply with the following conditions for the card use set by the Bank:

3.1.1. The card is nominal and must be signed by the cardholder/user when it is received, **it is not transferable and can be used only by the person for whom it was issued.** The card is the property of the Bank and must be returned to the Bank upon request. The cardholder owing the account is obliged to inform all users of additional cards attached to his/her account, at the time of the card issue, about the **Conditions for the use of debit & credit cards by individuals.** In these **General terms and conditions for the use of debit & credit cards for individuals,** any reference to the Cardholder equally applies to User, as well.

3.1.2. The debit and credit cards for individuals may be used from the issue date until the last day of the month written on the front of the card (*MM/YY – month/year*).

3.1.3. The debit/ credit cards for individuals are acquired in Romania only for:

- cash withdrawal at ATM's displaying the VISA ELECTRON / VISA / MasterCard logo;
- cash withdrawal in lei at POS terminals installed at bank counters displaying the VISA ELECTRON / VISA/ MasterCard logo;
- the purchase of goods and services in lei from retailers, authorized Romanian legal entities, displaying the VISA ELECTRON / VISA/ MasterCard logo, respectively the "Contactless" signs for this kind of operations;
- the payment of invoices at the ATM's of Banca Transilvania for the beneficiaries written on the machine screen.

3.1.4. The debit and credit cards for individuals are accepted in other countries only for:

- cash withdrawal in the national currency of each country at ATM's installed at bank counters displaying the VISA ELECTRON / VISA / MasterCard logo;
- the purchase of goods and services in the national currency of each country from merchants, displaying the VISA ELECTRON / VISA /MasterCard logo, respectively the "contactless" signs for this kind of operations;

3.1.5. The debit and credit cards for individuals may be used for Internet transactions, on the web pages of the merchants in Romania and abroad, displaying the VISA ELECTRON / VISA / MasterCard logo.

3.2. When performing operations of cash withdrawal or buying goods and services using the card, the cardholder/user must:

3.2.1. Sign the receipts released by the POS only after he/she checks the data written on it, **especially the amount withdrawn from the card.** The holder's/ user's signature on the receipt and /or the insertion of the PIN into an electronic payment terminal, providing the CVV / CVC2 code,

the introduction of the password for secured e-commerce (if the client has previously enrolled its card in the 3D Secure System) or any other card identification data is considered as providing consent for the execution of a card operation, respectively the irrevocable agreement to perform the transaction in question. Before initiating a card payment transaction, the holder/additional user may request and obtain additional information about the payment operation and the terms of its execution.

3.2.2. Request a copy of the sale receipt from the seller or withdrawal receipts from ATMs, as proof of the performed operations. Such copy will be kept by the cardholder/user in order to verify the monthly account statements and also to solve any complaints related to the incorrect recording of card operations in the account statement.

3.3. The **cardholder/user must keep the card in good conditions** and prevent its deterioration and take all measures necessary to prevent the use of the card or of the data printed on the card, as well as of the related security elements (PIN, CVV, 3DSecure password) by unauthorized persons. In all cases in which the card is lost or stolen, the cardholder/user must:

3.3.1. Immediately communicate the incident by phone to the Cards Call Center of Banca Transilvania, phone number 0800 80 2273 (0800 80CARD), toll free in any telephony network in Romania or 0264 594337, chargeable phone number that can be used from abroad, as well. The card will be therefore permanently blocked in the authorization system in accordance with the bank's procedures in this respect. It is advisable to save these numbers in the phone's memory or to write them down for emergencies.

3.3.2. The cardholder Client will come to the nearest BT unit as soon as possible and will fill in a standard card/PIN re-issuance form. In order to reissue the cards lost / stolen and issued in the name of the card user, the card re-issuance form shall be signed both by the card account holder and the card user.

3.3.3. If, after complaining about any loss or theft, the cardholder / card user recovers the respective card, he/she must return the card to any BT unit without delay. The Bank's representatives will conclude a delivery-receipt protocol for the card, with an original copy handed over to the card holder / card user.

3.4. With transactions carried at the Bank's terminals, the approval of the transaction and the debiting or crediting of the account related to the card with the amount of the performed operations occurs in real time. The operation is recorded on the client's account, as follows:

- exactly on the operation date, for operations performed from Mondays to Saturdays, between 09.00 - 19.00 o'clock;
- on the first bank working day if the operations are performed outside the previously mentioned time span.

3.5. The approval of a transaction performed at the terminal of another acquiring bank determines the immediate freezing of the related amount on the account attached to the card. The frozen transactions (pending for settlement) are highlighted on the account statement as "Pending Transactions". An amount frozen after the approval of the transaction cannot be held from settlement under any circumstances, because it represents the guarantee to the acquiring bank that it will collect the money released by its ATM or for services / goods sold by the retailer at the transaction date.

3.6. Within the limits approved for certain types of retailers by the payment organizations, off-line transactions are possible, without freezing the payment amount.

3.7. The actual debiting of the account attached to the card with the amount of the operation performed at the terminal of another bank takes place at a later point in time, when the settlement file for

the respective transaction is received from Visa/MasterCard. The transaction is recorded on the client's account at the time when the Bank receives the transaction for settlement.

3.8. The card-related account is debited with the equivalent of the transactions performed in other currencies when the settlement file is received, by converting the settlement currency specific to the used card into the account currency.

3.9. Entering the activation / PIN code incorrectly for three times determines the card to be blocked and captured by terminals with such capability.

3.10. The card account can be credited either by cash depositing at any Bank unit / terminal with depositing functionality, or by bank transfer. If the Cardholder / User makes a payment to the Bank, it shall be considered upon the receipt of the amount on the card account. If the Cardholder has a current account opened with Banca Transilvania, he/she can request the crediting of the card account by direct debit.

4. BANK'S RIGHTS AND OBLIGATIONS

4.1. The Bank issuing the debit and credit cards for individuals, has the following rights:

4.1.1. To request from the cardholder/user a copy of the receipt for the purchase of goods, services or cash withdrawal, as well as the copy of the reversal receipt, or any other document that may help the Bank settle erroneous operations recorded in the account statement and challenged by the cardholder/user.

4.1.2. For transactions carried with a cards, the bank will not accept payment refusals unless originated by the card holder / card user, within the legal objection terms: maximum 60 (sixty) days as of the acknowledgement of the transaction, but no later than 13 months as of the debiting of the account.

4.1.3. If, following the notification sent by the Bank, the Client does not pick up the card, the Bank is entitled to destroy, respectively to close cards not collected within 60 days from the date of their (re)issue without any prior notice of minimum 15 (fifteen) calendar days to the card holder and/or card user who requested the issuing of the card.

4.1.4 The Bank is entitled to proceed to inactivate the card activation codes within 60 (sixty) days from the date of their (re)issue, without any prior notice to the card holder and/or card user who requested the (re)issuing of the activation code.

4.1.5. For cards captured at the bank's ATMs, the Bank reserves the right to destroy them in 10 (ten) working days if they are not picked up by the cardholder.

4.1.6. Throughout the agreement duration, the Bank may amend the provisions and/or contractual clauses regarding the cards, even as a consequence of new regulations in the field, pursuant to the terms and conditions laid down under section 4.2.5.

4.2. Banca Transilvania, the issuer of the debit and credit cards for individuals, has the following obligations:

4.2.1. To block the card when declared lost or stolen by the card holder/user.

4.2.2. At the request of the cardholder / card user, to provide complete information regarding the use of the cards, non-stop, at a dedicated phone number.

4.2.3. To ensure non-stop authorizing services for operations with cards performed by the cardholder/user, unless prior instructions are given by the account holder about any restrictions applicable to the card user for the use of the card and/or the funds available on the holder's account.

4.2.4. a. To provide the cardholder with monthly account statements reflecting all the performed operations . The account statements shall be made available to the card holder and/or user as agreed with the bank. If the cards are issued in the name of users, the account statement will be made available only to the account owner and cardholder, unless such holder entitles the card user to request account statements for its current account.

b. The monthly account statements for credit cards will be sent as agreed by the cardholder with the bank – according to Chapter I Definitions – Account statement, in these **General Terms and Conditions for the use of debit & credit cards for individuals**. If, for reasons outside the control of the Bank, the cardholder does

not receive the monthly card account statement in a timely manner, he/she must inform the Bank on the due amounts in time, in accordance with the agreed contractual provisions.

4.2.5. To inform the cardholders/card users on any modifications related to commissions, charges or terms for card issue and use by displaying them at the bank units and/or publishing them on the bank's web site.

(a) In case of changes in the contract provisions and / or clauses, the Bank shall notify the card holder and the holder shall reply in 60 (sixty) days with regard to the acceptance or rejection of the new conditions. If the cardholder does not send its option to the Bank in 60 (sixty) days, the amendments are deemed tacitly accepted by the cardholder.

(b) The Bank must notify the Client about any changes in the fees and commissions by letter and only possibly by means of electronic communication (e-mail, facsimile, SMS etc.) in accordance with the terms and conditions provided by the law. The notification of the client with regard to the modification made by the Bank for the card costs as payment instrument shall take place at least 30 (thirty) days before the enforcement of such modifications. If the client does not accept the proposed modifications, he/she must inform the Bank in this respect, no later than 15 (fifteen) days as of the receipt of the notification and return the card to the Bank, along with possible debits resulting from the use of the card, its fees and commissions, in 15(fifteen) days as of the notification of the rejection of the Bank's conditions.

4.2.6. Upon the Cardholders' request, to replace subject to costs the cards declared stolen, demagnetized, damaged (including the ones damaged because of the poor quality of the plastic material), and the Cardholder shall bear the related fees laid down in the List of fees and commissions made available to the Client together with the Card issue form

4.2.7. The departments responsible for solving issues related to card transactions, respectively the completion of payment refusals (appeals) are the following:

- *The Card Operations Department, for transactions performed at the Bank's terminals, as follows:*
 - within five (5) business days from their receipt for settlement, if the refusal is related to a transaction made at the ATM's and POS's installed at the bank's counters;
 - within ten (10) days from their receipt for settlement, if the refusal is related to a transaction carried at the POS's and virtual terminals (E-commerce) installed by the Bank at its retailers;
- *The Department for E-Channels for transactions performed at the terminals of other acquiring banks, as follows:*

- -As regards the refusals initiated / transactions disputed by the card holder /user for transactions carried out at the terminals or retailers of other banks, with amounts blocked for settlement on the customer's account and unsettled, such refusals / disputes are solved within maximum three (3) working days after a period of thirty (30) days from the transaction date, when the acquiring bank may settle such amounts;

As regards the refusals initiated / transactions disputed by the card holder /user for transactions carried out at the terminals or retailers of other banks, with amounts debited from the customer's account, the solution is given in maximum 50 days from the date of the receipt, when the acquiring bank must give an answer with regard to the dispute initiated in accordance with the terms imposed by the international Visa/MasterCard regulations. Exceptions are unauthorized transactions, for which the holder/user has not expressed his/her consent (as defined under Article 3.2.1) and which are immediately solved.

- where the answer does not account for a final solution, the deadline for solving the case is extended according to the national and international rules in force for card transaction related disputes.

4.2.8. The Bank shall not be held liable if an operation is not authorized or a card is not acquired for payment as a result of the cardholder's / user's failure to carry out any obligation under these GTC and/or in situations beyond the control of the bank (for example, without limitation, the introduction of erroneous PINs, the use of an expired card, card demagnetization or damage, the use of cards for transactions exceeding the daily limits set by the Bank, the refuse of a retailer to accept the card).

4.2.9. The Bank is held liable towards the card holder / user in any of the following cases:

-non-performance or improper performance of the card holder's / user's transactions due to the malfunctioning of the instrument, device, terminal or any other equipment of the Bank, provided that such malfunction is not due to the card holder's / user's fault for transactions carried out after the card holder / user has notified the Bank with regard to the theft, destruction, blocking, damage or suspected damage of the card data,

-transactions not authorized by the cardholder/ card user, carried with a counterfeit card or by fraudulent use of the card data without the physical presence or without the electronic identification of the card identification elements.

4.2.10. The amount of damages for which the Bank is held liable shall be limited to the value of any transaction not executed or improperly executed, respectively not authorized by the holder / user of the card as well as the related fees, commissions, interest (if the holder also has a credit card for the related card account, based on a Credit card agreement / Current account credit line agreement) charged by the Bank until the indemnification date, in all cases in compliance with the applicable legal provisions.

4.3. Banca Transilvania, as sponsor, has the following obligations to the VISA ELECTRON EURO<26 card holders

- to sponsor the cardholder with the amounts representing the EURO<26 membership fee, as agreed with that organization.

- with regard to the sponsorship, the Banca assumes all the obligations under the Romanian law.

5. CARDHOLDER/USER'S RIGHTS AND OBLIGATIONS

5.1. The cardholder/user has the following rights:

5.1.1. To perform operations with cards on the Romanian territory or abroad to the limit established by the bank for each card and as regards the card users in compliance with the ceilings set by the card account holders for the card issued for the user.

5.1.2. To receive the monthly account statement, in order to verify the performed operations in accordance with the provisions under Section 4.2.4.

5.1.3. To receive free-of-charge assistance from the bank regarding the use of the cards.

5.1.4. To benefit from non-stop authorization services for the operations performed with the cards issued by the bank. As regards the card user, one shall observe possible instructions given by the card account holder with regard to restrictions in the use by the card user of the card and/or funds available on the account of the cardholder.

5.1.5. To have the card/activation code/ PIN replaced subject to a reissue fee, in cases of lost/stolen cards, expired validity term of the activation code/old card or in other cases when required.

5.1.6. To challenge in a justified manner any operation not authorized or wrongly recorded on his/her account within maximum 60 (sixty) days from the date of becoming aware of the operation, but no later than 13 months from the debiting date and to receive the result of the complaint resolution.

5.1.7. The VISA ELECTRON EURO<26 cardholder is entitled to discounts to products and services purchased with the card within the EURO<26 network, where the EURO<26 logo is displayed.

5.2. The cardholder/user has the following obligations:

5.2.1. To use the card according to the contractual and legal provisions, without any prejudice whatsoever.

5.2.2. To use the card abroad only for usual forex operations and not for capital type forex operations.

5.2.3 To notify the bank with regard to any unjustified payment refusal by retailers or bank units.

5.2.4. a. The cardholder agrees to have his/her card account charged with the equivalent of the operations with the cards issued at his/her request in his/her name and / or the card user's name, the equivalent representing:

- **the value of transactions** of the type purchase or cash withdrawal, payment of utilities etc., including the value of the transactions on the Internet;

- **fees and commissions** due to the bank and charged for the use of the card;

- transactions resulting from the fraudulent use of a card until the notification of the Bank with regard to the loss or theft of the card, in accordance with the provisions under Article 5.2.16.

b. Debits resulting from card transactions (e.g. without limitation exchange rate differences, offline transactions) automatically become payment obligations in favor of the Bank and must be repaid in accordance with the provisions in these **General Terms and Conditions for the use of debit & credit cards for individuals**.

c. In case of registered debits (i.e. amounts not covered by the amounts available on the account to which the card is attached, resulting in an unauthorized increase of the Cardholder's payment obligations to the Bank), the Bank will charge a penalty fee for reaching the debit balance, applied to the amounts exceeding the available balance.

5.2.5. If transactions are carried out in a currency other than that of the card, the card holder shall pay from the funds available on its current / card account in lei (for credit cards and the following debit cards): VISA ELECTRON, VISA ELECTRON Euro<26, MasterCard Mondo Mastercard Gold Debit and MasterCard Banca Transilvania OmniPass), and/or the EUR current account (for MasterCard Direct), the equivalent of the performed operations and of the generated charges. In this case, the amount retained from the holder's card account will result from the following automated foreign currency conversions:

- Conversion of the amount from the currency in which the transaction was performed into the (LEI/EUR) account currency, through the settlement foreign currency of the bank with Visa (USD) for Visa cards, respectively the settlement foreign currency of the bank with MasterCard (USD / EUR - depending on the region in which the transaction occurs) for MasterCard cards. The exchange rate between the forex

amount of the operation and the settlement foreign currency of the bank with Visa and MasterCard is automatically the one of the International Organization under the logo of which the card is issued (VISA / MasterCard).

- With MasterCard cards, the bank shall perform the conversion from the settlement currency (USD/ EUR) into the account currency at the spot rate charged by the bank at the transaction settlement date. The account currency for MasterCard cards is:

- o RON for:
 - Debit cards: MasterCard Mondo, MasterCard Gold debit, MasterCard Banca Transilvania OmniPass;
 - Credit cards: Star Forte, MasterCard Forte for Physicians;
- o EUR for the debit card MasterCard Direct.

- With VISA cards, the transaction is sent by Visa to the bank in the account currency (RON)

and that value is charged by the bank on the customer's account. The account currency for VISA cards is:

- o RON for:
 - Debit cards: VISA ELECTRON, VISA ELECTRON Euro,26;
 - Credit cards: Star Gold, Star Platinum, Visa Gold BT-ROTARY, Visa Centrofarm BT, BT Flying Blue Classic, BT Flying Blue Premium.

- With operations at the Bank's terminals, the conversion of the amount from the transaction currency into the card account currency is performed at the spot rate of the bank at the time of the transaction in question.

The exchange rates applied by the International Organizations under the logo of which the card has been issued (VISA/MasterCard) can be viewed in their web pages, under the dedicated section.

5.2.6. The cardholder agrees that the bank operates on the foreign exchange market in its name and for its account to buy the foreign currency amounts necessary to settle the transactions in currencies other than the card account currency, transactions made with the holder's/user's card.

5.2.7. a. The card holder shall pay, from the RON funds available on its current/card account, the fee established by the Bank for payment refusals initiated both by the card holder or the user, provided such refusals receive an unfavorable resolution after the verifications.

b. The cardholder will indemnify the bank for any damages, loss or expenses if it is demonstrated that they resulted from the violation of the provisions stipulated in these

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or because the Cardholder has been declared financially liable for the initiated payment refusals (disputes).

5.2.8. a. To unconditionally accept the automatic debiting of his/her account (attached to the card) with the equivalent of the transactions made with his/her card or the user's card, being subsequently entitled to challenge the transactions for a justified reason by initiating a payment refusal for the immediate return by the Bank of the debited amounts if the challenge is solved in a favorable way.

b. He /She irrevocably and unconditionally undertakes to pay the fees and commissions related to the his/her card(s) or to the ones of the additional card user(s).

5.2.9. To take all measures necessary to prevent the loss, deterioration, theft of the card or of the related data.

5.2.10. To refrain from giving the card or activation code / PIN / 3D Secure password to other persons, respectively from disclosing them to other persons.

5.2.11. Not to keep the activation code/PIN / 3D Secure password and the card in the same place.

5.2.12. To inform the Bank if the envelope containing the PIN is not sealed upon the receipt.

5.2.13. To keep the identification data of the card in a manner that cannot be easily recognized and accessed by any unauthorized persons.

5.2.14. To notify the bank if he/she has entered the a wrong activation code / PIN for three consecutive times and if he/she does not have the activation code / remember the PIN code anymore, in order to have the card unlocked or reissued, for a charge.

5.2.15. To return the cards with expired validity terms to the bank to be destroyed.

5.2.16. To immediately inform the headquarters of Banca Transilvania on the following events, at the phone number 0 800 80CARD (0 800 80 2273), toll free from any network in Romania or 0264 594 337 - chargeable number that can be used from abroad, as well, or in writing (at the contact address available on the bank's web page):

- the card is lost, stolen, damaged or blocked;
- transactions unauthorized by the cardholder are registered on the current/card account;
- errors occur in the management of the account to which the card is attached by the issuer;
- there are suspicions with respect to the possible copying of the card, PIN or disclosure of card related information to unauthorized persons;
- malfunctions occur while using the card.

The card holder/user is directly liable for all the card operations performed by the time the card is declared lost/stolen, and he/she shall bear the related loss up to the limit of the RON equivalent of 150 (onehundredandfifty) EUR, at the NBR exchange rate applicable on the day of the operations considered to be fraudulent.

The payer shall bear losses of maximum EUR 50 or the RON equivalent of the mentioned amount at the date of the unauthorized transaction, if the payer has not acted in a fraudulent manner and has not intentionally violated his/her obligations.

The cardholder is fully liable for all the damages, if he/she or the card user has acted fraudulently or has not respected one or more obligations under these GTC, intentionally or by gross negligence.

The liability of the cardholder is assessed especially under consideration of the nature of the customized safety elements of the payment instrument and the circumstances in which the card was lost, stolen or used in an unauthorized manner.

6. CARD SUSPENSION OR WITHDRAWAL

6.1. In case of fraudulent transactions by the willful intent of the card holder/user in order to obtain undue benefits or to deceive the bank or the payment acquirer, as well as in case of failure to fulfil any of the payment obligations towards the bank, the bank has the right to take the following measures, without any prior notice to the card holder/user:

- to refuse to authorize the card transactions;
- to cancel or to suspend the use of the card;
- to refuse to issue a new card or to replace the card without the holder being relieved of the financial responsibility for the transactions made with the card by that time.

6.2. (a)If there are suspicions of using a card without the holder's/ user's knowledge or consent, in order to protect him/her and to avoid or to limit any losses, the bank may take the following measures without any prior notice to the card holder/user:

- to refuse to authorize the card transactions;

- to cancel or to suspend the card use;
- to replace the card potentially compromised with a new one, with a new card number and different identification data.

(b) The Bank has the right to take the following measures without a prior notification of the card holder/user:

- to destroy the card and/or to close the cards that are not picked up within 60 (sixty) days as of their (re)issue date;
- to destroy the cards captured in the bank's ATMs and not picked up within 10 (ten) working days by the cardholder;

6.3. In cases described under Article 6.1 and 6.2, the Bank shall notify the cardholder/ user after taking specific measures for each case, and for the cases under Article 6.1 the Bank reserves the right to report the cardholder/ user to the competent institutions and authorities.

6.4. The Bank reserves the right to limit/suspend the use of the card and to freeze the amounts on the cardholder's account in such cases as: attachments, seizure, other legal provisions, etc.

6.5. Each party has the right to request the unilateral closing / termination of the card and of the related product agreement with a written notice to the other party. The closing of the card / termination of the card agreement becomes effective after 30 (thirty) calendar days as of the receipt of the notice if the same is sent at the cardholder's initiative and (60) sixty calendar days if terminated at the Bank's initiative. With regard to the credit card, the client may request the closing of the card only if he/she has previously fulfilled all his/her payment obligations towards the bank, resulting from the Credit card agreement. In all cases, the termination of the agreement becomes effective only after the fulfilment of the cardholder's payment obligations towards the bank, and after the return of the card, respectively.

6.6. The Bank has the right to close a debit / credit card, de jure, without any other formality in the following situations:

- Incorrectness of the personal data declared by the card holder / user;
- The card holder/user fails to notify any modification of his/her personal data;
- The card holder/user carries out operations the value of which exceeds the funds available on the card-related account provided that, after being notified by the bank using the contact details declared to the Bank, the card holder does not cover the debit by the deadlines provided in the **General terms and conditions for the use of debit & credit cards by individuals** and in the notification sent by the bank;
- The card holder / user carries out fraudulent transactions by willful intent in order to obtain undue benefits or to deceive the bank or the payment acquirer;
- The card holder / user carries out violations in the **General terms and conditions for the use of debit cards by individuals.**

Likewise, along with the closing of the card/cards, the related product agreement is deemed terminated.

6.7. The cessation of the business relationship for the debit / credit card does not absolve the cardholder/ user of the obligations assumed for the whole validity period of the credit/credit card, and of the related product agreements.

6.8. If the cardholder requests the cancellation of the credit card, the credit balance of the credit card account (i.e. the client's own amounts available on the card account) shall be made available to the client in 30 (thirty) calendar days as of the cancellation / notification date.

7. DURATION AND AMENDMENTS

7.1. a. Debit cards:

The debit card is valid for three (3) years as of the issue date. It is automatically extended with periods equal to that of the initial contract, if the following conditions are cumulatively met:

- the card holder has not filed any written waiver request with the Bank, at least thirty (30) calendar days prior to the card expiration;
- the bank's review shows that operations were carried out on the card over the last 6 (six) months;
- following the bank's review, the bank has not terminated the contract unilaterally, as the cardholder/user has not observed his/her obligations assumed under these GTC.

The Bank shall reissue the card against the payment of all the fees and commissions arising from this operation by the card account holder.

b. Credit cards:

The credit card has a validity period of 3 (three) years as of the issue date. Upon the expiry of the deadline, the bank reserves the right to perform a review of the fulfilment by the client of the obligations laid down in the card agreement. The card will be re-issued automatically, unless the credit cardholder has filed an explicit written request for cancellation thereof, at least 30 (thirty) calendar days before its expiry.

If the bank decides the automatic extension of card/ agreement for a new period equal to the initial one, the credit card is re-issued, whereby the Client shall bear all fees and commissions resulting from such operation.

Upon the expiry of the credit card(s) issued in the name of the user(s), it is automatically re-issued for new validity periods equal to the initial period, if at the respective date the holder's credit card is valid. In this case, the holder will bear the fees and commissions related to this operation.

In case of credit cards for which the bank has not granted a revolving credit line on the card account, the bank reserves the right to close the card, and not to extend the card agreement, if, following the review, the bank notices that during the previous past 6 (six) calendar months, there were no card transactions via ATMs and/or accepting retailers.

7.2. The Bank may change these clauses at any time, as a result of subsequent and imperative legal provisions that are likely to modify the **General terms and conditions for the use of debit & credit cards by individuals**, through a written notice to the cardholder at its address, in compliance with the terms provided under Article 4.2.5 herein.

7.3. The card holder /user agrees that during the validity period of the card the amounts payable may increase due to forex risk or higher fees and other expenses with third parties (Visa, MasterCard, courier, etc.) as specified in the contract / annex thereto.

8. NOTIFICATIONS

8.1. The cardholder undertakes to notify the bank about any modification of the data stated in the card issue application for, within 7 (seven) days from the date of the modification thereof. The cardholder shall notify the bank about any modification in the personal data of the card user with the latter's consent and authorization, as confirmed in writing in a letter to the bank.

8.2. The cardholder shall send all the previously mentioned notifications in writing, to the Headquarters of Banca Transilvania, through one of the Bank's unit.

9. CONFIDENTIALITY

9.1. The Bank shall ensure the confidentiality of the information related to the card holder /user and his/her operations, according to the law.

9.2. The card holder/user acknowledges the Bank's right to maintain and use the information provided during the validity period of the debit / credit card in order to achieve and to develop other banking products and services in the field of cards, as well as for statistical analysis and marketing.

9.3. The Bank has the right – if the cardholder has failed to fulfil his/her obligations to the bank in time or the holder/user has been involved in fraudulent activities related to card operations – to provide information on the client's identification data, the nature and amount of the obligations due to the bank and not fulfilled in time, to the financial- banking institutions and to the ones entitled (e.g. criminal prosecution authorities, courts of law etc.), without any prior formality for the cardholder's notification.

10. GENERAL PROVISIONS

10.1. The Bank is not liable for the failure to fulfil any obligation under the provisions in the **General terms and conditions for the use of debit & credit cards by individuals**, if this situation is the direct or indirect result of certain circumstances beyond the Bank's will or control.

10.2. The card account holder/ card user may request, any time during the validity period of the debit / credit card, these **General terms and conditions for the use of debit & credit cards by individuals** (for ex. in electronic format). The communication between the parties (notices, official letters, etc.) during the validity period of the card shall be in Romanian.

10.3. These General terms and conditions for the use of debit & credit cards by individuals are governed by the Romanian law. Any dispute during the business relationship related to the debit / credit card, which is not amicably solved, shall be settled by the Romanian competent authorities.

10.4. Any abusive or fraudulent use of the card shall be punished according to the legal provisions.

10.5. By signing the debit / credit card issue application, the parties acknowledge that they are aware of the provisions in the application and the General terms and conditions for the use of debit & credit cards by individuals, which together form the contract, as well as in the Bank's General Terms and Conditions.