

## **TERMS AND CONDITIONS FOR THE SMS ALERT SERVICE**

### **1. SMS ALERT**

SMS Alert is a service offered by the Bank with the help of which the clients holding a credit/debit card shall be informed in real time about the transactions performed with the card subscribed to this service and about crediting transactions on the account to which the card is attached.

After the subscription, the Bank shall send SMSs for the following transactions performed with the card:

- Card payments at POSs in the country and abroad
- Internet card payments in the country and abroad
- ATM cash withdrawal in the country and abroad
- Invoice payments at ATMs
- Voice authorization transactions (imprinter) made from the Call Center
- Card blocking / unblocking performed by the Call Center

The SMS messages are transmitted automatically, to the phone number specified in the subscription application, at the time when the previously mentioned transactions are performed. No SMS is sent for transactions performed offline.

### **2. FEES AND COMMISSIONS**

The fees and commissions payable for this service are specified in the Fees and Commissions Annex to the subscription application.

The equivalent of the subscription shall be charged from the Client's card account on a monthly basis, at the subscription anniversary.

The Client shall pay the monthly subscription to the Bank, whether the card was used or not for operations in the respective month. The subscription is due starting with the month of the agreement, irrespective of the number of days in which the service is active in that month. The subscription is charged also in the month in which the contract ceases, irrespective of the number of days in which the service was active in that month.

### **3. PARTIES' LIABILITY**

**3.1.** The Beneficiary of this service mandates Banca Transilvania to send SMS's for the performed transactions without any other additional instructions.

**3.2.** The Client must notify the Bank in writing with regard to any modification of his/her identification data and of any other data supplied to the Bank, as soon as such modifications occur.

**3.3.** The Client is liable for the correctness of the identification data supplied to the Bank (beneficiary's last and first name, IBAN code, card number, mobile phone number to which the SMS texts are to be sent) and for the availability of the funds on the account from which the monthly subscription is charged.

**3.4.** If the operation cannot be performed according to these **Terms and Conditions for the SMS Alert Service**, due to the Client's fault (incorrect identification data, etc.), the Client shall continue to owe the monthly subscription fee for the SMS messages.

**3.5.** The Bank cannot be held liable for any transmission errors that may appear, unless this is due exclusively to the Bank.

**3.6.** The Bank does not assume any liability for the accuracy of data entered by the Client when making invoice payments at the ATMs.

**3.7.** The Bank shall be liable for the transmission of the information only in case of gross negligence or misconduct with regard to the message receipt, transmission or transaction performance.

#### **4. AMENDMENT OF THE TERMS AND CONDITIONS FOR THE SMS ALERT SERVICE**

**4.1.** If the Bank amends the clauses and/or the fees and commissions during the subscription period, the Beneficiary shall be notified 30 (thirty) days before their entering into force. The Client has the right to terminate the agreement unilaterally, free of charge, before the date proposed for the entry into force of the amendments.

**4.2.** If the bank does not receive an answer from the Beneficiary before the date proposed for the entry into force of the amendments to the **Terms and Conditions for the SMS Alert Service**, this will be considered tacit acceptance of the new contractual terms and conditions.

**4.3.** The 30-day term shall not apply to the amendments of the **Terms and Conditions for the SMS ALERT Service** imposed by the application of any new legal provisions, such amendments becoming effective according to the enforcement date of the respective provisions.

#### **5. SUBSCRIPTION VALIDITY**

The SMS Alert subscription is valid for one year, starting with the subscription form signing date and is automatically extended, unless one of parties terminates the contract. The subscription shall be automatically extended along with the re-issuance of the card for which the Client has requested this service.

#### **6. SUBSCRIPTION TERMINATION**

**6.1.** The subscription shall terminate “ipso jure” at the date when the card and / or card account is closed, for reasons authorized by law, the GTC or at any time, as agreed by the parties.

**6.2.** The Client may unilaterally terminate the subscription at any time after the service activation, without having to pay any penalty fee or any other charges. The Client may unilaterally terminate the subscription only subject to the prior full payment of the subscription fee for the termination month. For this, the Client must go to the Bank and fill in the corresponding standard form (provided by the Bank free of charge) for the termination of the service.

**6.3.** The Bank may unilaterally denounce the subscription, provided that the Beneficiary is notified in writing, 30 (thirty) days prior to the requested termination date.

**6.4.** The Bank may request the termination of the subscription, if the Client does not fulfil any of his/her obligations.

**6.5.** The Bank reserves the right to terminate the agreement in case the Client accumulates debits related to the monthly subscription fee for a period longer than 60 (sixty) calendar days.

**6.6.** The Client may request the termination of the agreement in case the bank does not start to provide the services (in the absence of justifiable reasons) or does not resume the service provision by the deadline established for the resumption of the services.

**6.7.** The subscription termination request (notification) for the reasons mentioned under Article 6.4 and 6.5 will be communicated to the other party, at least 30 (thirty) days prior to the indicated termination date. If within 30 (thirty) days from the notification date, the notified party does not have any objections regarding the termination reason, so that the parties may initiate the amicable settlement and resume the subscription, the notification shall be deemed accepted.

**6.8.** The Bank reserves the right to terminate the subscription agreement, in a maximum period of 30 days following the emergence of circumstances which could not be foreseen at the date when the contract was signed and this may lead to the modification of the clauses in **the Terms and Conditions for the SMS Alert service** in such a manner that fulfilling them would be contrary to public interest, as well as in any moment the Bank finds that the client has not fulfilled the provisions herein.

**6.9.** In all abovementioned cases, the Bank has the right to demand payment for the part of the agreement that has been fulfilled until the date of its unilateral denouncement / termination.

## **7. COMMUNICATION**

All notifications and correspondence between the parties must be provided using the means stipulated in the GTC.

## **8. SETTLEMENT OF CONFLICTS AND DISPUTES**

**8.1.** These **Terms and Conditions for the SMS Alert service** are governed by the Romanian law, being in line and completed “de jure” by legal regulations in force with respect to the banking activity, the mandate related rules, any legal norm regulating the financial/foreign currency field, as well as the legislation for the prevention and punishment of money laundering and the consumer protection law.

**8.2.** Any litigation between the parties shall be amicably resolved and, in case this is not possible, by any competent court of law in the town where the subscription was signed.

## **9. CONFIDENTIALITY**

The Bank shall take all the necessary measures to protect the confidentiality of the access to information and its transmission through this service. The Bank will not be held responsible in terms of confidentiality, unless it is established that the confidentiality breach is caused by its negligence.

Each Party shall treat all confidential information as being strictly confidential and shall use, reproduce or resend confidential information only for the purpose of performing the object of these **Terms and Conditions for the SMS Alert service**.