

## TERMS OF USE FOR THE "ROUND UP" SERVICE

- **1.** The Round Up service is a free saving service dedicated to the retail clients of Banca Transilvania S.A. and can be activated both via the BT Pay/NeoBT app and in any BT unit, by accepting these terms and conditions.
- **2.** The Round Up service is activated on all the cards associated with the selected account. The condition for its activation is to have at least one RON debit card attached to this account.
- **3.** Round Up can be activated to round up transactions made with cards that are not temporarily/ permanently blocked or closed.
- **4.** Round Up cannot be activated for cards in a foreign currency, dedicated to the retail clients of Banca Transilvania, or for credit cards.
- **5.** Round Up cannot be activated for transactions made with the electronic meal cards issued by Banca Transilvania S.A. Likewise, Round Up cannot be activated for accounts opened by other financial banking institutions that are visible in the NeoBT/ BT Pay applications, and as a result it will not work for payments made with the cards attached to these accounts, issued by such financial banking institutions (including those of the Banca Transilvania Financial Group).
- **6.** Round Up is activated at client level, and this means the rounding up of all the transactions made with the debit cards attached to the RON current account.
- **7.** When activating Round Up, the client can define one of the following rounding thresholds: RON 1, RON 5, RON 10. After the activation, the client can change the rounding threshold by selecting another value from those mentioned: RON 1, RON 5 or RON 10.
- **8.** The amounts resulting from the rounding up of the value of the card transactions, as a result of the Round Up activation, shall be transferred to a dedicated interest-bearing Round Up account.
- **9.** The interest rate applied to the Round Up savings account is variable, and the bank has the right to change the interest rate percentage during the period of the agreement, depending on the market trends. The customer is notified in this regard by displaying the interest rate in the BT Pay and NeoBT applications, in the bank's units or on the BT website, in the 'Savings and investments' section.

The interest is calculated and compounded on a monthly basis on the current account related to the Round Up service, according to the formula:

 $D = \frac{\text{Nominal value X Actual number of days in the period X Interest rate}}{360 \text{ X } 100}$ 

**10.** The amounts on the Round UP savings account are guaranteed by the Bank Deposit Guarantee Fund, within an equivalent coverage limit of EUR 100,000 per depositor, in accordance with the provisions of Law No. 311/2015 on Deposit Guarantee Schemes and the Bank Deposit Guarantee Fund.



- **11.** Pursuant to Law No. 311/2015 on Deposit Guarantee Schemes and the Bank Deposit Guarantee Fund the followings deposits are excluded from the guarantee scheme:
  - a) Deposits of credit institutions made in their own name and on their behalf, in compliance with the provisions of Article 64(2)
  - b) Instruments matching the definition of own funds, as defined in art. 4.(1) point 118 of EU Regulation no. 575/2013;
  - c) Deposits resulting from transactions in connection with which irrevocable money laundering convictions have been issued, in accordance with the law on prevention and combating of money laundry. The classification of deposits in this category is effected by the deposit guarantee fund based on the information received from the competent authorities, from the credit institution whose deposits have become unavailable, or from the liquidator appointed by the court, as the case may be.
  - d) Deposits of financial institutions, as defined in art. 4.(1) point 26 of EU Regulation no. 575/2013;
  - e) Deposits of investment firms, as defined in art. 4.(1) point 2 of EU Regulation no. 575/2013;
  - f) Deposits with respect to which the holder's identity has not been checked until they become unavailable, in accordance with the law on the prevention and control of money laundering;
  - g) Deposits of insurers and reinsurance undertakings, as defined in Article 1(2) points (3) and (45) of Law No. 237/2015 on the authorization and supervision of the business of insurance and reinsurance;
  - h) Deposits of undertakings for collective investment, as defined by the capital market legislation;
  - i) Deposits of pension funds;
  - j) Deposits of central/local/regional public authorities;
  - k) Debt securities issued by the credit institution and obligations arising from own acceptances and promissory notes;
- **12.** The transactions with the card on which the Round Up is activated, which are rounded up and transferred to the Round Up account, are:
  - ✓ Debit card payments made at a POS terminal of BT or of any other bank
  - $\checkmark$  Payments made online with the debit card
  - ✓ POS payments made by phone, using BTPay, ApplePay, GooglePay
- **13.** Payment from the overdraft, as well as transfers (scheduled or unscheduled) form the current account, cash withdrawals with the debit card, bill payments at ATMs shall not be rounded up.



**14.** If the book balance of the account, from which the card payment is made and which should be rounded up, is less than or equal to RON 30, the rounding up shall not be performed. As a result, no amount is transferred from the source account to the Round Up account.

By activating the Round Up, the current account from which the round-up would be made shall not accumulate unauthorized debts that would result from the round-up operation and the transfer to the Round Up account.

- **15.** No transfers other than those resulting from round-up are allowed to/from the Round Up account. Thus, the Round Up account:
  - does not allow for a card to be attached to it for the use of the amounts accumulated on the account;
  - does not allow the user to deposit cash through the channels made available by the bank to its clients (counters or terminals);
  - does not allow the user to withdraw cash through the channels made available by the bank to its clients (counters and terminals);
  - does not allow for intrabank (from other clients of the bank) or interbank (from clients of other financial-banking institutions) collections, including Western Union;
  - does not allow foreign exchange operations to/from this account;
  - does not allow intrabank payments (to other clients of the bank) or inter-bank payments (to clients of other financial-banking institutions), whether ordered at the bank's counters or via remote electronic channels, including Western Union payments.
- **16.** The rounding-up is made upon the debiting of the RON current account attached to the card with which the rounded-up payment was made. Thus, the round-up occurs upon the settlement of transactions, not upon their authorization.
- **17.** For debit cards attached to current accounts with overdraft, the Round Up does not work if the amount of the payment transaction is fully or partially covered from the overdraft.
- **18.** For payments in foreign currency made with the RON debit card attached to the RON current account, the round-up shall be performed upon the settlement of the transaction, after determining the RON equivalent of the settled transaction, when the account to which the card is attached is actually debited.
- **19.** If the card payment operation is not successfully completed (not successfully settled), the related round-up is not performed.
- **20.** Upon the termination of the Round Up service, both the account balance and the interest calculated to date shall be transferred to the current account related to the Round Up savings service.
- **21.** If all the current accounts in RON are closed and/or the business relationship is terminated, the Round Up service is also terminated, either at the customer's request or at the bank's initiative.

## **RIGHTS AND OBLIGATIONS OF THE PARTIES**

**1.** The bank has the right to use the dedicated Round Up account to cover possible attachments of the account, and overdue payments of the individual. In these situations, the balance of the



Round Up account may run out due to the recovery of attachments/overdue payments, but the account shall not be close and shall continue to accumulate amounts until the service is terminated.

- **2.** The bank shall provide the client with the necessary online channels to activate/modify/terminate the Round Up service, as well as to check the balance of the account dedicated to this service.
- **3.** The bank undertakes to pay the gross bonus interest, on a monthly basis, upon the anniversary of the account, to the Round UP savings account.
- **4.** Upon the termination of the service, the bank undertakes to pay the interest to the current account related to the Round Up saving service.
- **5.** The bank undertakes to collect the interest tax upon the payment of the bonus interest, according to the legal provisions in force.
- **6.** The Client must ensure the necessary and sufficient funds on his/her account in order for the Bank to be is able to round up the amounts related to the Round Up service.
- 7. The signing and performance of the Round Up account agreement implies the processing of the depositor's personal data, and details about such processing are provided in the <u>General Privacy Notice on the Processing and Protection of Personal Data Belonging to</u> <u>BT Clients</u>, available on the Banca Transilvania's website, under the <u>Privacy Hub</u> section, or, upon request, in any BT unit.

## FINAL PROVISIONS

- **1.** The activation of the Round Up service is effective from the date of the request and implicitly the acceptance of the Terms and Conditions made available to clients through the interfaces of the NeoBT and BT Pay apps, directly by selecting the "accept" option in these interfaces.
- **2.** The Terms and Conditions of the Round Up service are supplemented by *Banca Transilvania's General Terms and Conditions for Retail Clients*.