

TERMS OF USE FOR THE “ROUND-UP” SERVICE

Chapter I. DEFINITIONS

- a) **Bank** - Banca Transilvania S.A., which provides the client with the Round-Up service
- b) **Round-Up** - the service that allows the rounding up of the amounts paid by card according to the rounding multiple selected by the client, i.e. RON 1, 5, 10, so that the rounded amounts can be saved in the dedicated Round-Up account.
- c) **Client** - the individual holding at least one current account with the Bank (also referred to as "Account Holder").
- d) **Current Account** - an account opened by the bank to an individual to keep its financial means and to perform current operations - cash deposits and withdrawals, different payments and collections.
- e) **Neo BT** - Internet and mobile banking applications facilitating the performance of banking operations via the Internet. They can be accessed via PC or via a smartphone with internet access in order to obtain financial information about the Client's bank accounts and perform banking operations, as well as the possibility of activating/deactivating certain facilities/services available within the application. The NEO application is installed from online Android and IOS dedicated stores. Apart from the public functions, clients may also activate the transaction function. Further details about NEO are available on www.NEOBT.ro.
- f) **BT Pay** - secured application, in the form of a digital wallet, accessible via a mobile phone with an Internet connection. The application can be used on iOS and Android operating systems and needs to be installed from the dedicated stores (Google Play Store - for Android, Huawei App Gallery - for Huawei phones without access to Google services, and App Store - for iOS). Further details about BT Pay are available on www.bancatransilvania.ro, in the BT Pay section.
- g) **Round-Up Account** – Saving account in RON, interest bearer, dedicated to the automatic transfer of rounded-up amounts from the RON current account on which the Round-Up Service is active, as a result of the payments made with the card attached to the account.

II. CONDITIONS PRECEDENT

1. The Round-Up service is a free service dedicated to the retail clients of Banca Transilvania S.A. and can be activated exclusively online either through the NeoBT application or through BTPay, by accepting these terms and conditions.
2. The Round-Up service is activated on the main current account in RON. 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 Round-Up Account that holds interest rate.
9. The interest rate applied for the Round-Up saving account is variable. The bank has the right to change the interest percentage during the contract, depending on the market. The client is notified of this action by displaying the interest rate in BT PAY and NeoBT, at BT Units or on BT website in the savings and investments section.

The interest rate is calculated and capitalized monthly in the current account related to the Round-Up service, according to the following formula:

$$I = \frac{\text{Nominal Value} \times \text{Effective number of days from the period} \times \text{Interest rate}}{360 \times 100}$$

10. Round-Up saving account is granted by the deposit guarantee fund in the banking system, within the limit of a guarantee ceiling of 100,000 equivalent euros per depositor, under the provisions of Law No. 311/2015, regarding deposit guarantee schemes and the Bank Deposit Guarantee Fund.
11. According to the provisions of Law 311/2015 on deposit guarantee schemes and the Bank Deposit Guarantee Fund, the following deposits are excluded from guarantee:
 - a) Deposits of a credit institution made in one's own name and account, in compliance with the provisions of art. 64 para. (2);
 - b) Instruments that fall within the definition of own funds, as they are defined in art. 4 para. (1) point 118 of Regulation (EU) no. 575/2013;
 - c) Deposits resulting from transactions in connection with which final judgments of conviction for the crime of money laundering have been pronounced, according to the legislation in the field of preventing and combating money laundering. The placement of deposits in this category is

carried out by the deposit guarantee scheme, 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 they are defined in art. 4 para. (1) point 26 of Regulation (EU) no. 575/2013;

e) Deposits of investment firms, as defined in art. 4 para. (1) point 2 of Regulation (EU) no. 575/2013;

f) Deposits for which the owner's identity has not been verified until the moment when they become unavailable, according to the legislation in the field of preventing and combating money laundering;

g) Deposits of insurers and reinsurers, as they are defined in art. 2 lit. Points 5 and 39 of Law no. 32/2000 regarding insurance activity and insurance supervision, with subsequent amendments and additions;

h) Deposits of collective investment bodies, as they are defined by the capital market legislation;

i) Deposits of pension funds;

j) Warehouses of central, local and regional public authorities;

k) Debt securities issued by the credit institution, as well as obligations arising from own acceptances and promissory notes.

12. The card payment transactions, which are rounded up and for which the resulting difference is transferred to the Round-Up Account, after the activation of the Round-up Service, are:

- ✓ Debit card payments made at a POS terminal of BT or of any other bank
- ✓ 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) from 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 (minimum balance for rounding-up purposes), the rounding up shall not be performed. As a result, no amount is transferred from the source account to the Round-Up Account.

Likewise, if the account, from which the amount resulting from the round-up should be transferred, does not have sufficient funds for the round-up so as to fully cover the amount to be transferred after the round-up (insufficient funds), the round-up is not performed, i.e. no amount is transferred from the account of the card to the Round-Up Account. In other words, 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 roundups are allowed to/from the Round-Up Account. Therefore, 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 cash-in 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.** 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.

III. 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, monthly, on the anniversary of the account, in the current account related to the Round-Up saving service.

4. The bank undertakes to pay, upon closing the service, the interest in the current account related to the Round-Up saving service.
5. The bank undertakes to collect the interest tax, at the time of granting the bonus, 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 able to round up the amounts related to the Round-Up Service.
7. The conclusion and execution of the contract related to the savings account/accumulation deposit involves the processing of the depositor's personal data, details of which can be found in the *General Information Note on the processing and protection of personal data belonging to BT Customers*, found on the website Transilvania Bank, within the BT Privacy Policy, or, upon request, in any unit of the bank.

IV. FINAL DISPOSITION

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*.