

# GENERAL TERMS AND CONDITIONS OF BANCA TRANSILVANIA for COMPANIES (code CGA 3.3.15)

In accordance with the provisions laid down in Government Emergency Ordinance No. 99/2006, Banca Transilvania provides its clients with banking products and services, in compliance with Authorization No. III / 339/28.01.1994 issued by the National Bank of Romania.

The banking products and services offered to its clients are identified in the Bank's non-binding offer, in presentation brochures, customized offers, product descriptions, outdoor advertising or mass media advertising.

Banca Transilvania is identified with the following elements: address Calea Dorobanților Nr. 30-36, zip code 400117, Cluj-Napoca, Cluj county, Romania, **0264 30 8028 (BT)** –reachable from any network, including internationally, **\*8028 (BT)** – reachable from any telephony network in Romania, e-mail address [contact@bancatransilvania.ro](mailto:contact@bancatransilvania.ro), it is registered with the Trade Register Cluj under no. J12/4155/1993, Tax Identification Number: RO5022670, License serial no. B 000010, issued by the National Bank of Romania on July 1, 1994. Banca Transilvania is a member of the Deposit Guarantee Fund.

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## I. PREAMBLE

1. The General Terms and Conditions (hereinafter “GTC”) govern the relationship between BANCA TRANSILVANIA SA (hereinafter referred to as “the Bank” or “BT”) and its clients, Romanian and foreign Legal Persons (herein individually referred to as the “Client”) who have signed the documentation for the opening of the business relationship.

The GTC supplement every specific agreement, form or arrangement by which the Client is provided with a banking service / product. The GTC are supplemented with the applicable regulations, including the specific legislation on consumer protection and the regulations of the National Bank of Romania.

The GTC form the legal framework governing the relationship between the Bank and the Client, and they enter into force on the opening date of the first account of the Client with BT and are valid until the date when the business relationship ceases. The modification or cancellation of any banking product or service used by the Client is made according to the terms and conditions laid down in the specific product-related agreement and does not affect the validity of other products and services or of these General Terms and Conditions.

2. The initiation and development of the business relationship between the Bank and its Client, Legal Person, implies the processing of the persona data of the Natural Persons who duly represent the Legal Person, as well as of other categories of individuals that act on the behalf of the Legal Person or in connection with the business relationship between the client and the bank. The Bank processes such data in accordance with the provisions in the **General Notice regarding the processing and protection of personal data of BT Clients**, available on the website [www.bancatransilvania.ro](http://www.bancatransilvania.ro), and, upon request, in any BT unit.

3. The General Terms and Conditions represent standard clauses for general and repeated use and they do not need to be individually negotiated with the Clients. In case of inconsistencies between the clauses negotiated in any agreement signed between the Client and the Bank and the standard clauses in these General Terms and Conditions, the clauses negotiated in the specific agreements or documents shall prevail.

4. The range of operations made available to the Client by the Bank in its legally authorized units is in compliance with the applicable law, the Bank's internal regulations, as well as the international banking customs and practices.

5. The GTC and the standardized forms are provided to the Client at the Bank's offices, via secured electronic channels or on the Bank's official website [www.bancatransilvania.ro](http://www.bancatransilvania.ro).

6. All the information regarding the offered products and services shall be displayed at the Bank's territorial units, in visible places or brought to the Clients' attention by any information means according to the legal provisions in force and the contractual provisions. The presentation by the Bank of its products and services represents a proposal/offer that is non-binding for the Bank.

From the opening date of the first BT account, at any time during the business relationship, the Client has the right to receive, upon request, on paper or other support, the version in force of the Bank's General Terms and Conditions, as well as the List of applicable fees and commissions.

7. The Bank is free to decide upon the communications and settlement systems or the services of a third-party used for the execution of the Client's orders.

8. In executing the Client's instructions, the Bank shall act in good faith and shall exercise reasonable due diligence in accordance with the public policy and the accepted principles of morality. Good faith is presumed subject to proof to the contrary.

9. In the performance of the Bank-Client relationship, the Bank shall be liable for its deeds committed with intent or with serious negligence, demonstrated under the law.

10. The Bank's liability for the damages caused to the Client by the Bank's failure to meet its obligations due to force majeure, unforeseeable circumstances or the deed of a third-party is totally ruled out.

a. Force majeure is any external, unpredictable, unsurmountable and unavoidable event. Force majeure includes, without limitation: nationalization, expropriation, currency and liquidity restrictions imposed by public authorities, measures taken by any competent regulatory body including, without limitation, any agency, governmental body, the National Bank of Romania, labor conflicts among the staff of the Bank or of any other entities involved in the transactions performed by the Bank on behalf of the Client and whose services are used by the Bank, boycotts, power failures or breakdowns in communication links or equipment of the Bank caused by external factors, international conflicts, violent or armed actions, acts of terrorism, insurrection, revolution, embargoes, as well as acts of God with material adverse effects.

A force majeure event declared by a competent authority suspends the Bank's obligations during the entire duration of the force majeure event.

b. An act of God is an event which could not be predicted or prevented by the person who would have been liable if the event had not occurred.

11. The Bank shall not be held liable for any loss or damage of any kind suffered directly or indirectly by the Client as a result of the Bank's failure to fulfil its obligation to provide funds, caused by deficiencies / delays in the instructions given by Client.

The Bank shall not be responsible towards the Client for any delay or deficiency of third parties (including, without limitation, intermediary banks, agents, notary publics, court executors, other institutions, public authorities) in the performance of their obligations towards the Bank.

12. In accordance with its own policy, the Bank may refuse to enter a business relationship with certain clients, while it is not under the obligation to state reasons for the decision. The bank may refuse to perform the operations requested by the Client, in case of suspicions with regard to the Client or the requested operation, under the applicable legal provisions. If the Client refuses to provide the Bank with the requested information or if it is subsequently noticed that the provided information is not true to reality, the Bank may take the necessary steps for the termination of the business relationship with the Client. In this situation, the Bank shall not be liable towards the Client for possible damages, unless the Bank's bad faith is demonstrated.

## II. DEFINITIONS

For the purpose of the present GBCs, the terms and expressions herein have the following meaning:

**“Bank”**: Banca Transilvania SA and any of its nationwide units (branches, agencies, bank units, representative offices);

**„Client/Company”**: legal entity or self-employed individual, resident or non-resident, who has at least one account opened with the Bank;

**“Business relationship”**: contractual relation established between the Bank and a Legal Person (Client), regarding the services provided by the Bank, as per its field of activity.

**“Signature Pad”**: the electronic terminal designed to capture the specimen signature and /or the consent via qualified electronic signature;

**“Consent”**: the contractual consent of the Legal Person by which it agrees to the specific terms and conditions related to the products/services requested and made available to the client by the Bank; (ii) the consent of the Legal Person to the performance of certain specific operations.

The consent can be expressed:

(1) in the form of a handwritten signature on the documents that show the communication between the parties/ request/ agreement regarding the requested products and services;

(2) through qualified electronic signature = electronic signature by means of a specific technical and procedural solution, which is created by a qualified electronic signature creation device and based on a qualified certificate for electronic signatures. The qualified electronic signature is the legal equivalent of a handwritten signature and it is an advanced demonstrable/certain signature, because:

a) it relates exclusively to the signatory;

b) it enables the identification of the signatory;

c) it is created using data for the creation of electronic signatures that the signatory can use with a high degree of reliability, exclusively under his/her control;

d) is related to the data used for the signing so that any subsequent modification of the data can be detected.

The fulfillment of these requirements upon the signing of a document express the signatory's will.

(3) by means of a holographic signature applied on special electronic devices made available by the Bank, using a dedicated writing instrument for this purpose;

(4) through the communication to the Attn.: of an SMS OTP code sent by the Bank to the contact mobile phone previously communicated by the Client to the Bank, and/or recorded as such in the Banks' records.

(5) verbally, in a recorded telephone call, using the telephone number declared in the Bank's records;

The Bank reserves the right to choose the products/services/operations for which it accepts the consent expressed via the methods indicated under sections (2), (3), (4) and (5) above.

(6) for the transmission of requests and/or the execution of operations via internet/mobile banking applications: by accessing the application with the confidential access data and by using the specific buttons for the confirmation and transmission to the bank of a transaction/specific request;

(7) for the execution of an operation via the card: the signing of the receipts released by the POS only after having checked the data written on them and/or entering the activation code / PIN at the electronic payment terminals, the use of the security method of the device for the authorization of contactless and online payments, cash withdrawal from the ATMs via the BT Pay application or other payment applications, providing the CVV / CVC2 code, the input of the 3D Secure code sent via SMS, entering the static password established by the user for e-commerce or any other identification details of the card (card number, expiry date, name as printed on the card), bringing the contactless card/device with the BT Pay app or another payment app close to the specialized card reader (with or without the input of the PIN code).

**“BT Financial Group”**: the Bank together with the controlled entities, including without limitation: BT Microfinanțare IFN SA, BT Asset Management S.A.I. S.A., BT Leasing Transilvania IFN S.A., BT Direct IFN S.A., BT Capital Partners S.S.I.F. S.A., , Victoriabank S.A., Fundația Clubul Întreprinzătorului Român, Fundația Clujul are Suflet, BT Pensii, Salt Bank, BT Code Crafters, and other future entities, joining the Group.

**SME to Go** = online channel available to legal entities via the Bank’s webpage, enabling them to initiate a business relationship and access certain products/services provided by the Bank via such channel. SME to Go can also be used by the Bank’s existing clients to request the products and services made available by the Bank via this channel remotely. The Bank reserves the right to decide which of the applications received via SME to Go are to be accepted online and/or to decide which of these applications require additional identification measures/additional data, so that Bank can ensure the compliance with the applicable know-your-customer legal provisions. SME to Go is available according to the schedule communicated to the applicants via the access page.

**"Account Information Service"**: you can view the balance and the transactions history of your payment accounts opened with BT without accessing BT's Internet / Mobile Banking service. In order to make sure that you want to authorize the access of the Account Information Service Provider, the Bank will ask you to enter the Internet/Mobile Banking authentication data (login ID, password, SMS-OTP or token password). Through this authorization, the Account information Services Provider will be able to access the information regarding your accounts and the transaction history, for 90 days, maximum 4 times a day, without the need to re-authorize such access.

**"Payment Initiation Service"**: you can order a payment directly from the application of a Payment Initiation Service Provider without accessing the BT Internet/ Mobile Banking service. In order to make sure that you want to authorize the payment via the Payment Initiation Service Provider, the Bank will ask you to enter the Internet/Mobile Banking authentication data (login ID, password, SMS-OTP or token password).

**"Balance availability confirmation service"**: when you want to initiate a transaction through a physical or virtual card - issued by a Card Payment Service Provider, we need to make sure you allow the third-party Payment Service Provider to verify if you have the necessary funds to carry out the transaction. For this, the Bank will ask you to enter the Internet/Mobile Banking authentication data (login ID, password, SMS-OTP or token password).

**“Account Information Service Provider” (AISP)**: payment service provider that provides account information services on a platform external to the Bank.

**“Payment Initiation Service Provider” (PISP)**: payment service provider that provides payment initiation services on a platform external to the Bank.

**“Card Payment Service Provider”**: payment service provider that provides card payment initiation services via a card that is not issued by the Bank.

**“Banking working day”** - any day of the week (from Monday to Friday), except for non-banking days, on which the Bank carries out activities through its territorial units and allows for operations to be performed during the working hours of the units. The completion deadline for the payment orders is the one established in the BT Payment Guidelines, available on BT’s website.

**“Non-banking working day”** - any day of the week, except for non-banking days, on which the Bank carries out activities through its territorial units. Operations initiated outside the bank's opening hours and on Saturdays to Sundays are reflected as follows:

- Funds credited/withdrawn from BT accounts immediately affect the funds available on the account (e.g. a deposit through an automated multifunctional teller machine of BT on a BT account immediately changes the funds available on such account, regardless of the operation day and time);
- Operations shall be reflected on the account starting with the next banking working day, regardless of the channel through which they have been initiated: ATM, multifunctional

ATM, internet/mobile banking or other payment channels made available to the clients by the Bank, accepted and used by them.

**“Non-banking day”** = non-working day in relation to the Bank, such as Saturdays and Sundays, legal national holidays, any other days considered non-working by correspondent banks/national and international clearing systems for operations performed via such systems, as well as the days declared by the Bank as non-working days. If the Bank wishes to declare a certain day as non-working day, the Bank shall inform the clients in due time, through appropriate messages displayed in the units and on the Bank’s internet page. Operations initiated by the Bank’s client during non-banking are performed according to the previous paragraph.

### **III. GENERAL PROVISIONS APPLICABLE TO ACCOUNT OPENING, ACCOUNT OPERATIONS AND THE CLOSING OF THE BUSINESS RELATIONSHIP**

13. The Bank is entitled, without having the obligation to do so, to open an account on behalf of the Client, after the filling in the account opening documentation and obtaining the necessary approvals in accordance with the internal norms issued by the Bank in this respect. The accounts can be accessed via any territorial unit of the Bank or via the Bank's secured electronic channels.

For account opening requests submitted to the Bank on non-working days, the Account opening date will be considered the first banking working day following the request.

If the client collects an amount in a currency for which the client does not hold and has never held an account opened in such currency, the Bank is authorized to open an account in the respective currency, automatically, whereby the account opening operation shall be charged in accordance with the applicable List of fees and commissions. The persons appointed as authorized persons on the current account, based on the account opening documentation signed by the Client and submitted to the Bank, will have the same rights to operate on all the related accounts in other currencies, including the ones opened by the Bank. Each power of attorney, authorization or instruction in the mandate category granted by the Client to its authorized representatives/delegated representatives via the standard forms of the Bank shall be deemed as conceded for the entire period of the contractual relationships between the Bank and the Client or until the express revocation by the Client or until the authorized representative waives the granted rights, whichever takes place first. The provisions laid down in Article 2015 of the Civil Code regarding the limitation of the mandate period shall not apply to any such power of attorney, authorization or instruction filled out in the Bank's standard forms, which are maintained until their express revocation by the Client.

The account opening documentation will be signed by the person who legally or conventionally represents the Client and shall be accompanied by the documents required by the Bank according to the legislation in force and the Bank's internal regulations. The Client is liable for the accuracy of documents and deeds submitted to the Bank.

14. The identification data of the persons who are entitled to represent the Client in relation to the Bank (Legal Representatives / authorized individuals / mandated persons), their specimen signatures and the limits of their mandate will be provided in the account opening documentation or in the identification forms / forms for the modification of identification data, which are signed by the Client and submitted to the Bank.

The legal representatives / authorized representatives / delegates can carry out any operations allowed by the Bank, within the limits of these CGA and of the mandate received.

If the ID document expires or if the Client has not updated the identification details, the Bank reserves the right to suspend any transactions/services initiated by the Client at the bank's counters or via alternative channels, until the presentation of valid ID documents issued in accordance with the applicable legal provisions.

15. Changes regarding the (i) persons who have the right to represent the Client in relation to the Bank / (ii) registered office / (iii) legal form / (iv) others shall be enforceable upon the Bank only after the Bank receives a written notice in this respect, accompanied, as the case may be, by the identification documents/identification data modification documents, appropriate legal documents and by the proof of having fulfilled the publicity and enforceability formalities required by the law. Between the date of registration of the abovementioned changes with the Trade Register or other public registers, as applicable, and the date of the notice sent to the Bank to that effect, the Client expressly declares that a conventional and unlimited mandate of representation in relation to the bank is granted to the persons who lost their legal right of representation of the Client before the Bank. Thus, the client expressly declares that any deed concluded by the abovementioned representatives with the bank is binding upon the client according to the conventional mandate granted by the client. The conventional mandate shall cease upon the notification of the bank according to the provisions above.

16. It shall be considered that the Bank has become aware of any change regarding the client, at the time when the client files a written notice to the bank in this respect, accompanied by the documentation attesting such change. The client undertakes to submit to the bank any documents likely to affect its position in relation to the bank and/or the account opening documentation within 7 days from the date of their enforcement or, as the case may be, from the date of their record with the Trade Register / other public registers.

17. The letter in hard copy sent to the Bank shall be deemed received if the document is submitted in any of the Bank's units, or sent with acknowledgement of receipt that must be signed by the Bank. Every communication received outside the working hours is deemed received on the following working day.

18. The written notice sent to the Bank by the Client is deemed acknowledged and applicable as of the following day after its registration in any of the Bank's units, unless otherwise agreed with the Client.

19. In case the Bank becomes in any way aware of the modification of the client's identification details, the existence of disputes related to the appointment or revocation of certain Legal Representatives / individuals authorized to order operations on the accounts (hereinafter referred to as authorized persons), in the absence of any publicity and enforceability procedures required by law, the Bank is entitled to suspend the execution of any instructions (including, without limitation, payment instructions from the client's account to third parties, as well as instructions pursuant to any specific agreement concluded with the Bank), until the situation is settled and documents are presented as requested by the Bank, and/or until the completion of the required publicity and enforceability procedures. The measure of suspending account operations can be also taken by the Bank if the Bank receives conflicting instructions in terms of account operations from the Client's Legal Representatives/authorized persons. The measure taken by the Bank in such situations shall be notified to the Client. The Client exonerates the Bank from every liability for the losses the Client could incur as a result of the situations described in this paragraph.

20. The account of a legal entity under incorporation in order to pay up the share capital shall be opened based on the share capital account opening documentation signed by the representative appointed by the shareholders and shall be accompanied by the article of association and by any other necessary documents requested by the Bank. Funds deposited on this account will be frozen until the following documents are submitted to the Bank: proof that the legal entity has been incorporated, rejection of registration consisting in documentary proof issued by the institution that should have licensed/registered the legal entity or until an express waiver of the entity's incorporation is issued by the partners/shareholders/founders of the entity, documented through a deed signed by the founders. The share capital account bears interest at the rate set within the Bank's List regarding interest, fees and commissions in force.

21. As requested by the Bank from time to time, the Client shall provide the documentation regarding the updated identification and representation details of the company, including the one for the identification of the beneficial owner, as well as other information that the Bank deems necessary, even if such details have not been modified as of the last submission.

The Bank is authorized to carry out any verification, to seek and obtain any information about the Client, and about any other persons carrying out transactions on the Accounts and/or persons especially authorized to conduct certain operations, from any competent authority, public register, archive, electronic database or lawful competent body, which may hold such information. All the costs related to the consultation of these databases, together with any incurred charges, commissions and fees, including postage charges, are and shall remain due by the Client, the Bank being authorized to perform automatic debiting operations on any of the Client's accounts in order to recover such costs.

The Bank may compare the data held in its own systems as provided by the clients with the data existing in public databases (e.g. the database of the National Trade Register Office, the database of ANAF (Romanian Tax Authority), etc.). If differences (such as, including without limitation: the name, incorporation date, trade register registration number, legal form, main NACE code, address of the registered office, turnover and/or the directors or the shareholding structure, the tax identification number for non-resident companies, the tax identification number assigned by ANAF to non-resident legal entities) result from such comparison, the Bank may update such data in its own systems, without the prior notification of the Client. The Bank may also update the Client's data if it finds that the declarations/forms signed by the Client contain material errors, as well as if the information provided by the Client in these declarations/forms contradicts that contained in the documents made available to the Bank.

The Bank shall be able not to initiate or not to continue the business relationship or not to execute operations ordered by the Client, and to block the use of certain products or services, if:

- i. it checks the Client's identity and based on the supplied documents, the Client cannot be identified;
- ii. the beneficial owner cannot be identified (if applicable);
- iii. The bank, as a payment service provider, does not hold complete information on the payer and payee in accordance with the provisions of Regulation (EU) 2015/847 on information accompanying transfers of funds.

- iv. the client does not provide the bank with the documentation requested by the Bank in accordance with the legal requirements, as transposed into the Bank's internal regulations;
- v. the Client provides false, insufficient, not-updated, inaccurate, or incomplete information, generates suspicion about the truthfulness of the information stated or documents provided, may pose a reputational risk for the Bank, refuses to provide information in total or part in the form requested by the Bank, in accordance with the legal requirements, as transposed into the Bank's internal regulations.
- vi. The Bank holds information about the potential client's involvement in fraudulent activities / operations or banking frauds, within his/her relationship with other financial-banking institutions or identified by other public/private institutions as being involved in the criminal activities, which would negatively impact the Bank's image by the simple association with the Bank's name.
- vii. the client carries out activities / operations that the Bank does not consider acceptable in accordance with its own policy or the policy of the correspondent banks with which the bank collaborates.
- viii. the client refuses to update their information upon the Bank's request, whereby updating also means the reconfirmation of the previously declared data, even if they have not changed;
- ix. the client refuses to provide supporting documents for the ordered operations

## **22. Terms and Conditions governing the communication of instructions by the Client**

22.1. The Client has the right to use the amounts on the account based on written/authorized instructions, signed in accordance with and within the limits specified in the account opening documentation and/or other similar documents mutually agreed and kept by the Bank.

22.2. If several authorized payment instructions are given by the Client, the total amount of which exceeds the credit balance of the Client's account or the maximum amount of any type of overdraft granted to the Client, the Bank shall carry out such instructions in the order of their receipt by the Bank and within the available account balance.

22.3. The Client undertakes to safekeep the payment instruments (as well as the devices on which payment applications are installed) and customized security elements (such as, but not limited to, passwords, PIN codes, usernames, codes received via SMS, the method of unlocking the device used to perform/authorize payment transactions, etc.), not to transmit or disclose them and to take all the necessary measures to prevent their use by other persons. In the event of a breach of the aforementioned obligations, the Client shall bear the full financial consequences of any payment transactions made as a result of such breaches, and shall be deemed to have acted with gross negligence and the Bank shall be exonerated from any liability.

22.4. The Client shall bear the losses related to any payment transactions resulting from:

- (i) the use without right of a lost/stolen payment instrument; or
- (ii) the use without right of a payment instrument as a result of the failure to safekeep the customized security elements or of the communication thereof to others (such as, but not limited to, communicating customized security elements in phishing attacks); or
- (iii) the use of the payment instrument by the client/other persons as a result of the client granting access/control over his/her device (such as, but not limited to, the use of software/applications allowing remote access/control to/over the device), until the Bank is notified of the loss, theft or unlawful use of his/her payment instrument and requests its blocking, within the limits set out in these GTC.

Notwithstanding other provisions of these GTC and without excluding the possibility of gross negligence including in the situation covered by paragraph (i) of this Article, the Client shall bear the full financial consequences of payment transactions made under the conditions set out in paragraphs (ii) and (iii) above as a result of gross negligence in breach of the contractual obligations to keep the payment instrument and customized security features safe.

22.5. The Client may request the interrogation of own accounts, but also the transmission of instructions for the transfer of RON/FCY amounts from own accounts, directly at the bank's counters or via alternative channels made available by the Bank.

22.6. Where necessary (under the applicable legal provisions and the international banking practices or the Bank's internal regulations that transpose the legal requirements) the original copy of the instructions sent via alternative channels shall be promptly submitted to the Bank or sent by post, with the remark 'for confirmation'. If the processing of a payment order requires that such payment order be filled in as



original copy, the Client hereby authorizes the Bank to fill out an original payment order on behalf of the Client, based on the payment order model received via alternative channels. Both the original of the payment order received through alternative channels and the one filled in by the Bank shall represent one and the same document for the purpose of transaction processing by the Bank.

22.7. The Client hereby agrees that the Bank shall carry out the transactions under the instructions received through alternative channels, at the moment such instructions are received by the Bank, the confirmation or the original instructions, as the case may be, being necessary only for the reporting requirements imposed by the National Bank of Romania or for internal purposes. The parties acknowledge and agree that the agreement signing date (for any operation performed by the bank based on such instructions) is the date when the instructions are received by the Bank, and not the date when the confirmation/original instructions are received from the Client.

22.8. If the Bank, upon receipt of the confirmation, identifies discrepancies of any nature between the instructions initially transmitted via alternative channels and the confirmation sent by the Client, the initial instructions shall prevail and the confirmation shall be modified accordingly. A copy of the modified confirmation shall be sent to the Client for notification and can be used by the Bank as proof in case of disputes.

22.9. If there are no discrepancies between the instructions initially sent by the Client through alternative channels and the confirmation, the Bank may, in the event of a dispute, use any of the two as evidence and proof of the transaction they relate to.

22.10. If neither the instructions sent by the Client through alternative channels nor the confirmation is available, for whatever reason, in relation to a certain operation, the Client hereby agrees that the Bank has the right to use any means of proof deemed appropriate by the Bank (including, without limitation, witnesses, statements of account, etc.) in order to prove the terms of such transaction.

22.11. The Bank shall not be liable for the damages that the Client may incur as a result of the Bank's correct performance of the instructions received via alternative channels.

22.12. The Client must provide the Bank with all the documents requested by the Bank, as well as with all the necessary authorizations, in accordance with the regulations of the National Bank of Romania or of any other national and/or international supervision entities/special authorities, to allow the Bank, to check the purpose and nature of the transaction in accordance with the applicable legal provisions. If the documentation is not provided by the client, or if the provided documentation is not compliant with the bank's requirements, the bank has the right to suspend an operation for a specified period of time up to 5 business days or not to execute the respective operation and shall not be held liable in such case.

### **23. Conditions regarding the execution of the instructions by the Bank**

- 23.1. The Bank shall process the Client's payment order, provided that the following conditions are met:
- a. the payment order was given in the standard/printed format or other format approved by the Bank (including electronic format), it is legible, correct and properly filled in with all the data stipulated in the standard form. The payment order subject to Law 209/2019 is considered correctly executed, as concerns the payment beneficiary, if the payment order is executed in compliance with the IBAN supplied by the Client. If the IBAN supplied by the Client is incorrect, the Bank will not be held responsible for the non-execution or defective execution of the payment operation;
  - b. the account balance is sufficient to allow the payment plus any commissions due to the Bank for its services;
  - c. the transaction is in compliance with the laws and regulations in force, including the ones regulating the prevention and combating of money laundering and terrorist financing;
  - d. the transaction is not hindered by an order of attachment on the Client's account or by any other interdiction ordered by a competent authority or by the Bank with respect to the account;
  - e. the payment order can either be authorized by the client and presented at the bank's counters by the client or the person mandated to submit banking documents or it can be authorized and sent electronically through one of the alternative channels.

Based on the herein GBCs, as well as any special agreement signed with the Bank, the operation agreed by the Client is considered authorized under the following conditions:

- by handwritten signature on the copy issued by the Bank to the client for transfers through hard-copy payment orders and cash withdrawals;
- by the mandate granted by the client to the Bank upon the signing of the specific agreement, in case of direct debit or standing order operations;
- by specific actions resulting in the transmission to the bank of transactions via the Internet Banking, Home Banking services (services of the BT ULTRA range) or other such services.

23.2. Intra-bank transfers with payment order are performed on the same day (T), within the available limit on the account, if the Client hands over the payment orders to the cash desk during the working hours listed by Bank's units or transmitted via electronic channels according to the existing conditions specified in the agreements. National inter-bank transfers with payment order are performed within the available limit on the account, until the end of the following working day at the latest.

23.3. The Bank establishes a cut-off time displayed in its offices and on the Bank's site and during the working hours, after which any payment order is considered received on the next working day. Saturday is considered a non-banking working day for interbank payments and a banking working day for intrabank payments.

23.4. The time when the payment order is received is the time when the payment order, directly transmitted by the Client, is received by the Bank. Should the payment order be received on a non-banking day, the payment order is considered received on the following working day.

23.5. If, by mutual agreement with the bank, the Client agrees to execute the payment order on a certain day or at the end of a certain period, or on the day the client credits the account, the time of receipt is considered the agreed day. Should the agreed day not be a working banking day, the payment order is considered received on the following working day.

23.6. The Bank may accept other methods for document submission, including alternative channels, the working manner in such cases being governed by the express agreements signed by the parties in this respect.

23.7. After the deadlines mentioned under the previous provisions, the payment orders can be revoked only if the Bank and the Client agree so with the payment beneficiary, if such approval is necessary. For this service the Bank may charge a revocation fee.

23.8. The Client cannot revoke a payment order once it has been received by the Bank, except for the case stipulated under Article 23.5. and only until the end of the working day that precedes the agreed day, at the latest.

23.9. The Bank is entitled to refuse to process a payment order if its instructions are considered fraudulent or potentially fraudulent, without being held liable for any damages suffered by the Client for this reason. The refusal and the reasons of refusal, if possible, as well as the procedure for the remediation of any errors leading to the refusal will be notified to the Client, unless such notification is prohibited by other relevant legal provisions. The Bank shall send the notice against charges, or makes it available to the Client, in the Bank's units, as soon as possible.

23.10. The bank reserves the right not to accept transfers for the transactions related to gambling activities, not meeting the legal terms and conditions, the acquisition of pornographic products / services (including video chat or other related services), the acquisition of weapons / ammunition, transactions with virtual currencies, transactions via online platforms (e.g. betting, pyramid schemes, etc.) if potential risks are identified (lack of transparency regarding the beneficial owners/involved partners, transaction objection/nature) or if specific requirements imposed by the financial institutions involved in the clearing process are not met.

23.11. The Bank is subject to the rules established by the applicable legislation on international sanctions on fund freezing. By way of example, but not limited to the following measures, the Bank reserves the right not to process transactions from/to entities/countries on international lists of sanctions or transactions that are directly or indirectly related to other restrictions/embargoes on certain countries or restrictions on certain products and technologies, including dual-use goods, etc.

23.12 Operations carried out by the Client to beneficiaries in countries subject to international sanctions or restrictions, which may be subject fund-freezing by correspondent banks, may be carried out at the Client's own risk, without filling out additional information forms. In this case, the Client is deemed to be informed of the fund-freezing risks, as early as the moment of the transaction, including by these provisions of the GTC.

If the fund-freezing risk materializes or in the event of total/partial return of amounts by Banca Transilvania / Correspondent Banks, the Bank shall not be liable for the operations performed or for any consequences, damages, direct or indirect losses, including delays resulting from or caused by the freezing measures of the Correspondent Banks.

The final decision on whether to carry out an operation rests with the Bank, depending on the risks associated with the transactions from the perspective of money laundering/terrorist financing and international sanctions, the Bank being obliged in all cases to comply with the applicable legislative and internal framework.

For transactions that could be related to entities/countries on the lists of international sanctions, the Client must provide the Bank with supporting documents for the purpose and nature of such transactions, at the latter's request.

External payments governed by Law No. 209/2019 on payment services and for the amendment of certain normative acts on payment services ordered by the Clients are performed in maximum 1 working day as of the receipt of the payment order by the Bank. Exceptions regarding the compliance with such deadlines can occur if the Bank expressly requests supporting documents from the client related to the ordered transfers and the Client refuses or does not provide such documents.

23.13. The date of the payment performed by the Client from the account shall be the date at which the account is debited by the Bank. The Bank will make the amounts available to the Client, with the value date at which the Bank received the funds. For the collections subject to Law No. 209/2019 on payment services and for the amendment of certain normative acts, the Bank will make the received amounts available to the Client in accordance with the beneficiary IBAN code, stipulated in the incoming payment instruction.

23.14. For FX payments falling under Law No. 209/2019 on payment services and for the amendment of certain normative acts, the Bank will execute the FX payment order with SHA charges (the charges of BT and of BT's correspondent banks fall under the responsibility of the ordering party and the charges of the beneficiary bank and of the beneficiary bank's correspondent fall under the responsibility of the beneficiary).

23.15. If the Bank receives an amount for the Client, in a certain currency, with the indicated beneficiary account in another currency, the Bank shall credit an account of the Client in the currency of the amount.

23.16. If the Client orders a payment in a certain currency from an account in another currency, the Bank will use the exchange rate of the Bank at the time when the operation is performed.

23.17. If any account of the Client is mistakenly credited with any amount, the Client shall immediately notify the Bank and shall not be entitled to withdraw, transfer, dispose or use such amount in any other way, in whole or part.

If, in breach of this obligation, the customer withdraws, transfers, disposes of or uses the incorrectly credited amount or a part thereof in any way, the Client undertakes to immediately reimburse such amount to the Bank and to indemnify the Bank for any loss suffered as a result thereof. In this context, the Bank may proceed to debiting the Account with the amount incorrectly credited, which exceeds the credit balance, such operation having the legal value of pre- acceptance by the Client.

If the error is made by the Bank or the payer's payment service provider, the Bank, without any notification or prior approval of the Client, has the right to correct the error (irrespective of the source of the erroneously credited amounts) by debiting the account with the respective amount.

If the error is made by the payer, the Bank shall have the right to correct the error subject to the beneficiary's prior approval, on condition that the amounts or the accounts are not frozen pursuant to the applicable legal provisions.

The Bank has the right to block the incorrectly credited amounts (or their equivalent in the currency existing on the accounts, at NBR's exchange rate valid at the blocking date) until the clarification of the situation.

23.18. The Bank has the right to retain from the Client's accounts and to pay to third parties amounts due to such third parties, without the Client's consent, if legal precautionary / enforcement measures, including by attachment, have been ordered for the Client's accounts, without being bound to analyze the source and nature of the amounts. Payments shall be made from the credit balances of the Client's accounts, which have resulted from the compensation of the Client's payment obligations towards the Bank, in accordance with art. 2185 of the Civil Code.

In the abovementioned cases, the Bank is entitled, without prior notice to and consent of the Client, to close the Client's deposits before term and to debit any amounts due. For the amounts remaining after the covering of the payment obligations of the Client, the Bank is mandated to recreate the deposit of the same type and for the same period as the one previously closed.

The exempted deposits are: ESCROW-type accounts, Cash collateral accounts, Performance bond related account, accounts created for personal guarantees of management staff, accounts for special purposes (certified cheques, payment orders with due date, letters of credit, cash collateral for other purposes, issued prior to the attachment), other deposit accounts with special purpose or which may not be subject to debt enforcement, as well as deposit accounts eligible for the fulfillment of the minimum own fund requirements and eligible liabilities, in accordance with the provisions of Article 295<sup>7</sup> - 295<sup>15</sup> or Article 295<sup>28</sup> (2) of Law No. 312/2015 regarding the recovery and resolution of credit institutions and investment firms, as subsequently amended and supplemented.

Should such amounts require an FX operation, such an exchange will be performed at the exchange rate applicable by the Bank at the date and at the time when the operation is performed.

In all these cases, the Client will be notified by the Bank after the operation through the Account Statement.

23.19. The Bank has the right to retain from the Client's accounts any amounts due to the Bank, without the Client's consent, without being bound to analyze the source and nature of the amounts on the Client's accounts.

In the abovementioned cases, the Bank is entitled, without prior notice to and consent of the Client, to close the Client's deposits before term and to debit any amounts due. For the amounts remaining after the covering of the payment obligations of the Client, the Bank is mandated to recreate the deposit of the same type and for the same period as the one previously closed.

The exempted deposits are: ESCROW-type accounts, Cash collateral accounts, Performance bond related account, accounts created for personal guarantees of management staff, accounts for special purposes (certified cheques, payment orders with due date, letters of credit, cash collateral for other purposes, issued prior to the attachment), other deposit accounts with special purpose or which may not be subject to debt enforcement, as well as deposit accounts eligible for the fulfillment of the minimum own fund requirements and eligible liabilities, in accordance with the provisions of Article 295<sup>7</sup> - 295<sup>15</sup> or Article 295<sup>28</sup> (2) of Law No. 312/2015 regarding the recovery and resolution of credit institutions and investment firms, as subsequently amended and supplemented.

Should such amounts require an FX operation, such an exchange will be performed at the exchange rate applicable by the Bank at the date and at the time when the operation is performed.

If the operation generates an unauthorized overdraft, the Client must cover the deficit, including the related penalty interest. In all these cases, the Client will be notified by the Bank after the operation through the Account Statement.

23.20. The Client has the right to use the amounts on the account, including by cash withdrawal from the Bank's counters, subject to the provisions of Law No. 70/2015 for enhancing the financial discipline of cash collections and payments; for cash withdrawals exceeding RON 60,000/ FCY equivalent, the Bank shall request supporting documents and reserves the right to execute the request within a period of up to 7 working days as of the time of the request, subject to additional cash withdrawal fees, if applicable, in accordance with the Bank's List of Fees and Commissions in force.

23.21. Debt instruments are settled according to the flows and terms stipulated in the NBR's norms and regulations and BT's internal norms, up to the amounts available on the account, considering the date when the debt instrument was submitted by the Client at the bank's counters.

## 24. Account statements

- 24.1. The Bank shall inform the client about the amounts on the account and the transactions performed within a certain period of time by means of an account statement. The account statement is an integral part of the agreements concluded between the Bank and the Client and it represents a valid and correct proof in any legal or other proceeding between the parties, regarding the operations included therein.  
Any error in the content of the account statement will be immediately notified to the Bank, as soon as the Client has acknowledged the content of the account statement.
- 24.2. The Bank provides the Client, free of charge and upon the latter's request with the monthly account statements in hard copy reflecting all the transactions performed by the Client, as well as all the interest, fees and taxes, charged by the Bank.
- 24.3. The Bank may provide the Client with other methods for the transmission of the account statement based on specific agreements concluded between the parties. Available alternative channels for the transmission of the account statements include: e-mail, internet banking, home banking, digital self-banking apps made available by the Bank.
- 24.4. The parties mutually agree that the Bank has the right to include in the account statements any communication/request of the Bank to the Client in compliance with the legal provisions in force and the agreement provisions.
- 24.5. The Client must check the account statements as soon as they are received; any error or inconsistency between the real operations carried out and the bank statement will be notified to the Bank in accordance with the time limits provided in these Terms and Conditions in order to produce legal effects, in an operative manner.
- 24.6. If, within maximum 30 (thirty) calendar days as of the statement issue date, its content is not challenged, it will be deemed accepted by the Client.

If the Bank itself does identify an error in one of the documents handed over to the Client, the Bank shall rectify it and will notify the Client in this regard.

The Bank shall correct an incorrectly performed payment operation only if the Client notifies such error, without unjustified delay, within maximum 13 months as of the account debiting date. If the payer does not act as a consumer, as defined in the legislation on consumer protection, the deadline mentioned above is 60 days from the date of debiting the account.

In the case of an unauthorized operation, for which the Client has not given his/her consent and if the client has fulfilled his/her contractual and legal obligations, for which the Client has notified the Bank without undue delay, but not later than 13 months from the account debiting date, the Bank repays to the payer the amount related to the respective unauthorized payment operation. In these situations, the Bank will restore the debited payment account to the situation it would have been in if the unauthorized payment operation had not been carried out. The repayment shall be made immediately or at the end of the next working day, after the day on which the Bank has identified or has been notified with regard to such operation, unless it has reasonable grounds to suspect that the payer has acted/acts in a fraudulent manner. If the payer does not act as a consumer, as defined in the legislation on consumer protection, the deadline mentioned above is 60 days from the date of debiting the account.

The payer shall bear all the losses related to any unauthorized payment operation if such losses were caused by the payer as a result of fraud or non-compliance, intentional or because of negligence of its obligations, according to these GTC.

If the payer does not act as a consumer, as defined in the legislation on consumer protection, pursuant to the provisions of Article 140 (2) of Law no. 290/2019 regarding the payment services and for the modification of some normative acts, the Parties agree the following:

- by derogation from the provisions of Article 179(1) of the law, the payer will fully bear the financial consequences related to any unauthorized payment operation that results from the use of a lost or stolen payment instrument or from its unlawful use including in those cases

where the loss, theft or use without right could not be detected by the payer before making a payment.

- the provisions of Article 172 of the aforementioned law does not apply within the framework of this Contract, whereby the burden of proof shall be achieved in accordance with the applicable provisions of the Civil Procedure Code;

- the provisions of Article 177(d) of the law does not apply to this Contract.

The Bank takes no responsibility for any inaccuracies or errors which have not been notified or that were notified after the expiry of the abovementioned term.

24.7. At the client's request and expense, the Bank may release copies of the account statements.

## 25. Deposits

25.1. Upon the Client's request, the Bank may open deposit accounts in lei or foreign currency. Such deposit accounts shall be governed by the terms and conditions agreed upon between the Bank and the Client under specific deposit agreements and by the GTC herein, to the applicable extent.

25.2. The interest rates applied by the Bank may be fixed or floating, as provided in the contract specific to each type of deposit.

The interest rates applicable for BT deposits are paid to the Client's account, as the case may be, at the deposit expiry date, at the deposit opening date or at any date agreed between the Bank and the Client.

25.3. The interest for the funds deposited by the clients with Banca Transilvania is calculated on a 360- day basis.

The interest calculation formula is:

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

25.4. In case of deposits with floating interest rate, the interest can be modified by the Bank, during the deposit tenor, based on certain parameters (Bank's costs, the evolution of the interest rates on the financial-banking market, etc.). The Client accepts that a notification regarding these modifications, displayed in any of the Bank's units or a letter sent to the Client in this respect, shall represent a sufficient notice of such change. If there is a separate agreement in the form of a contract/agreement etc. between the Client and the Bank, the terms and conditions therein shall be observed.

25.5. For the liquidities available on the Client's current account, the Bank pays a monthly interest rate in accordance with its own policy, the interest rates being communicated to the Client as per the provisions of the previous article. Are excluded by exception from this procedure the agreements between the Client and the Bank through specific contracts/agreements.

25.6. With regard to the deposit, the Bank must provide information free of charge to the Client about any operations performed on its deposit accounts and once a month it will issue an account statement.

The Client shall be informed about the operations performed on its deposit account, free of charge, by means of a monthly account statement.

25.7. Based on the account statement the Client is entitled to challenge the operations reflected in the statement, in the term provided by the law, if it finds any recording or calculation errors, omissions or duplicate entries, unauthorized or incorrect payment operations likely to give rise to complaints.

25.8. The funds available on the Client's accounts are guaranteed up to the limits established by the Bank Deposit Guarantee Fund and under the conditions established by the applicable legal regulations on the guaranteeing of deposits in accordance with the provisions of Law No.

311/2015 on Deposit Guarantee Schemes and the Bank Deposit Guarantee Fund, whereby the Bank is a member of such fund. The bank displays the information on the guaranteeing of deposits by the Bank Deposit Guarantee Fund and the list of unsecured deposits on its in all its units.

- 25.9. **LIST OF DEPOSITS EXCLUDED FROM THE GUARANTEE SCHEME** pursuant to Law No. 311/2015 on deposit guarantee schemes and the Bank Deposit Guarantee Fund:
1. Deposits of credit institutions made in their own name and on their behalf, in compliance with the provisions of Article 64(2)
  2. Instruments matching the definition of own funds, as defined in art. 4.(1) point 118 of EU Regulation no. 575/2013;
  3. 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.
  4. Deposits of financial institutions, as defined in art. 4.(1) point 26 of EU Regulation no. 575/2013;
  5. Deposits of investment firms, as defined in art. 4.(1) point 2 of EU Regulation no. 575/2013;
  6. 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;
  7. Deposits of insurers and reinsurance undertakings, as defined in Article 2 (A)(5) and (39) in Law no. 32/2000 on insurance undertakings and insurance supervision, as subsequently amended and supplemented;
  8. Deposits of undertakings for collective investment, as defined by the capital market legislation;
  9. Deposits of pension funds;
  10. Deposits of central/local/regional public authorities;
  11. Debt securities issued by the credit institution and obligations arising from own acceptances and promissory notes;
- 25.10. The Client shall inform the Bank if the Client is convicted by means of a final court decision for money laundering, in accordance with the law on the prevention and control of money laundering.

25.11. **FORM CONTAINING INFORMATION FOR THE DEPOSITORS** pursuant to Law No. 311/2015 on deposit guarantee schemes and the Bank Deposit Guarantee Fund:

<b>Basic information regarding deposit protection</b>	
The deposits opened with Banca Transilvania SA are secured by:	<b>Deposit Guarantee Fund</b> FGDB is the statutory deposit guarantee scheme, officially recognized in Romania.
Coverage limit:	RON equivalent of <b>EUR 100,000</b> per depositor per bank. Coverage of > EUR 100,000, for 12 months, for deposits resulting from: a) real-estate transactions related to residential real estates; b) retirement, redundancy, invalidity or death of the depositor; c) collection of certain insurance benefits or compensations for damage resulting from crime or wrongful convictions; In these cases, the guarantee limit is established and regularly reviewed by the NBR and published on its official website. <b>The classification of amounts in the three categories mentioned above is based on justifying documents submitted by the client to the Bank.</b> The minimum value starting from which compensations are paid with respect to deposits that recorded no transaction within the last 24 months is established by the Deposit Guarantee Fund and shall be published on <b>www.fgdb.ro</b> .
If you have multiple deposits with the same credit institution:	All the deposits placed with the same credit institution are “aggregated” and the coverage ceiling of EUR 100,000 in RON equivalent shall be applied to their total value. <sup>2</sup> <b>Example:</b> if a depositor holds a savings account in amount of EUR 90,000 and a current account in amount of EUR 20,000, the compensation to be received is the equivalent in RON of <b>EUR 100,000</b> .
If you hold a joint account with another person (other persons):	The coverage ceiling of EUR 100,000 in RON equivalent shall be applied separately, for each account holder. The deposits on an account the beneficiaries of which are two or several persons as members of a profit making association, an association or cluster of the same kind, without Legal Personality, are aggregated and treated as if held by a single depositor being eligible for the limit of EUR 100,000.
The distribution period for the compensations due for the deposits held with the credit institution that became unavailable:	7 working days as of the date when the deposits became unavailable. The depositors’ right to receive the compensations is limited to 5 years as of the date at which FGDB makes the compensations available to the depositors.
Currency in which the compensation is paid:	<b>RON</b>
Bank’s contact details:	<b>Banca Transilvania SA</b> <b>Phone no.: 0040 264 407 150</b> <b>Facsimile: 0040 264 301 128</b> <b>E-mail: <a href="mailto:contact@bancatransilvania.ro">contact@bancatransilvania.ro</a></b> <b>Site: <a href="http://www.bancatransilvania.ro">www.bancatransilvania.ro</a></b>
FGDB’s contact details:	<b>Address:</b> Str. Negru Vodă, Nr. 3, building A3, floor 2, sector 3, Bucharest, zip code: 030774 <b>Phone no.:</b> 021 326 6020/ <b>Fax:</b> 0314 232 800/ <b>E-mail:</b> <a href="mailto:comunicare@fgdb.ro">comunicare@fgdb.ro</a> / <b>Site:</b> <a href="http://www.fgdb.ro">www.fgdb.ro</a>
Additional information:	The compensations are paid by FGDB, via the mandated banks, if the Bank is not capable of fulfilling its payment obligations pursuant to the applicable legal agreements. Compensation = sum of guaranteed deposits + due interest - installments, fess, other debts towards the Bank, due at the date when the deposits become unavailable. The following are excluded from the deposit guarantee scheme:



	<p>a) 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;</p> <p>b) 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;</p> <p><u>The Client shall inform the Bank if the Client is convicted by means of a final court decision</u> for money laundering, in accordance with the law on the prevention and control of money laundering.</p>
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## 26. Termination of business relationship

26.1. The legal rapport derived from the opening of an account may be terminated in one of the following ways: [...]

**a)** By mutual consent of the Bank and the Client, with effect in no more than 30 days as of the agreement date;

**b)** By the Bank, if:

**b.1.** The Client does not submit the documents requested by the Bank in due time, within the term mentioned by the Bank, upon the review of the account or in any other situation established by the Bank and communicated to the Client;

**b.2.** The Client has caused damages to the Bank, has provided false information to the Bank, has proved to be involved in frauds, money laundering or terrorism financing operations, is involved in public scandals and the relationship with the Bank may damage the latter's reputation;

**b.3.** The client shows an inadequate/defective behavior in relation to the Bank's employees, does not observe the ethics and proper conduct;

**b.4.** The continuation of the business relationship with the Client would damage the Bank's image or does no longer correspond to the Bank's policy regarding the acceptance of the clients in terms of the client typology and of the transactions carried out by them.

**b.5.** The Client has not made any account operation for a period longer than 6 consecutive months, or the Client has an unauthorized overdraft, resulting from the non-payment of interest, related fees and commissions;

**b.6.** The Client's account turnover in the last 6 months is below the minimum limit established by the Bank;

**b.7.** The client is guilty of misuse of payment instruments, the client has caused major payment incidents with cheques, promissory notes, bills of exchange and has no debt towards the Bank.

**b.8.** The client has been erased from the Trade Registry records as a result of the dissolution of the company. In this case, the Bank may decide to immediately close the account without prior notice to the Client.

**b.9.** In accordance with its own policy, the Bank decides to terminate the business relationship with the Client, while it is not under the obligation to state reasons for the decision to unilaterally terminate the relationship.

**b.10.** The Client refuses to update/reconfirm, at the Bank's request, the information communicated upon the opening of the account and during the business relationship, or if such information does not match the Client's transactional profile.

In the situations under b.5, b.6, b.9, b.10, the parties agree that the termination shall enter into force within the term established in the notice sent to the client, however not earlier than 30 days as of the delivery of the notice by the Bank, and the Bank shall not have to provide reasons for its decision. By way of exception and notwithstanding the provisions of paragraph b.5, if the Customer has not carried out any transactions through the accounts held for a period of more than 18 consecutive months, the Bank may terminate the business relationship without prior notice to the Customer to this effect.

In the situations under b.1, b.2, b.3, b.4, b.7 and b.8, the termination shall enter into force within the term established in the notice sent to the client, i.e. prior to the expiry of the 30-day period as of the receipt of the notice by the Client.

The Bank may proceed to freeze the client's accounts in any other cases of gross default of the Client, which is likely to affect the contractual relationship between the parties.

Notwithstanding the provisions of these General Terms and Conditions on the communication between the parties, if the mail address or the registered office address to which the Client has requested the transmission of the notices is incomplete or incorrect, and the Bank does not identify other information/data relating to the Customer that could be used for the purpose of sending possible notices (e-mail address or telephone number), it may proceed to block or close the accounts or the products/services without prior notice.

c) Upon the request of the Client, based on a written notice sent to the Bank in this respect or by calling the call center, at least 30 days before the date as of which the Client requests the closing of all the accounts, and provided that there are no legal or contractual restrictions with regard to the closing of the business relationship. This operation is free of charge and does not involve any additional cost for the Clients. The current account can be closed only if at the closing date of application there are no ongoing products and/or services offered by the Bank that require maintaining the current account opened. Likewise, the Client must declare that, at the date of the business relationship closing request there are no issued cheques/promissory notes/bills of exchange signed by the account holder or his/her Authorized Representatives, in accordance with the regulations in force and also that there are no such documents already issued to be sent to the bank for settlement by their beneficiaries, being aware that the criminal law sanctions misrepresentations.

26.2. Following contract termination, in any of the above situations, the Bank shall close the Client's account and stop accruing interest, any credit balance of such account being transferred by the Bank and maintained in a special account until a potential transfer of such amount, which is to take place based on the Client's instructions and within the term legally established.

26.3. If the termination of the business relationship occurs at the Bank's initiative and the Client holds a credit balance at the account closing date, the Bank shall notify the Client of the termination of the relationship by registered letter with acknowledgement of receipt sent to the last registered office brought to the Bank's attention by the Client upon the initiation of the business relationship or upon the updating of data.

If the account balance is in foreign currency, the Bank will perform the conversion of the amount in lei at the exchange rate applied by the bank at the date and time of current account closing.

26.3. If an account with a credit balance is closed at the initiative of the bank, the limitation period within which the Client may request the refund of the amounts that represented the credit balance of the account at the date of its closure shall be 5 years and shall begin to run from the date on which the holder is notified to this effect by registered letter with acknowledgement of receipt. For all other cases of termination of the business relationship, the limitation period starts to run from the account closing date.

#### **IV. OPERATIONS WITH PAYMENT INSTRUMENTS AND BANK GUARANTEES**

27. At the request of the Client, the Bank may carry out operations with documentary credits, bank guarantees, financial or documentary collections, cheques and other payment methods that are accepted. The legal rapport derived from such commitments will be governed by the terms and conditions contained in the agreements/uniform rules/applications and these General Terms and Conditions.

28. By entitling the mandated person(s) to sign the dispatch note accompanying the cheque / promissory note / bill of exchange, the client undertakes the following:

28.1. If the debt instrument shows inconsistencies, missing elements, invalid mandatory data, alterations, wrinkles, stains, which affect the legibility of certain items, this may lead to the impossibility of settlement by the remitting bank or to the denial by the drawee bank.

28.2. In the event stipulated under paragraph 28.1, the settlement of the instrument shall be made based on the Convention regarding the interbank settlement of debt instruments and shall be charged according to the List of interest, fees and commissions applicable as at the respective date, the presentation / settlement term on the alternative clearing flow being longer.

- 28.3. The Client is fully informed regarding the possibility to lose the right of protest and recourse under the terms stipulated by law.
- 28.4. If the debt instrument is received by the Bank at a date after the expiry of the statutory period of presentation for payment, the client agrees to present the instrument for payment and acknowledges that it may lose the right of protest and recourse in the event of payment refusal by the drawer, protest which should be filed before the expiry of the presentation period.
29. The initiation of letters of credit or collections and the issue of letters of bank guarantee (hereinafter referred to as Commitment) shall be made on the basis of an application, in the manner indicated by the specific regulations (National Bank of Romania, etc.) or in any other form required/accepted by the Bank.
30. If the client's instructions regarding one of the Bank's Commitments are likely, in the opinion of the Bank, to give rise to interpretations or uncertainties, the Bank may refuse to discharge it in the proposed form, the Bank may negotiate another form or may request additional guarantees and statements from the Client, meant to clarify the mandate granted to the Bank and the conditions under which the Client will make the payment based on that Commitment, as the case may be.
31. The Client may instruct the Bank to make the payment under the letter of credit even if documents do not exactly correspond to those mentioned in the letter of credit, in which case the Bank shall be exempt from the obligation to check the documents.  
The Client shall owe the Bank any amounts paid by it pursuant to the Commitment (regardless of whether they represent partial or full payments), from the date at which the Bank made any such payments, regardless whether or not the Client has been notified in advance by the Bank with regard to the payment of such amounts.
32. The Client waives all the rights of subrogation and recourse and agrees not to claim for any compensation or counterclaim against the beneficiary of any Commitment, until the Bank has received the full payment of all the obligations due to the Bank in connection with the Commitment. If the Client requests the extension or renewal of a Letter of Credit or the extension of a Letter of Guarantee, the Bank shall be able (but is not obliged) to approve such request under the conditions deemed appropriate, at its sole discretion.
33. The return of the original letter of guarantee to the Bank, either by the Client or the Beneficiary, of the original copy of a letter of guarantee issued in hard copy, shall be considered by the Bank as a discharge of the obligations under the said letter of guarantee, if the wording expressly provides for the possibility to cancel the guarantee upon the return of the original copy to the Bank.

## **V. OPERATIONS WITH NEGOTIABLE MONETARY INSTRUMENTS**

34. At the Client's request, based on internal regulations, the Bank can perform operations with commercial papers (bills of exchange and promissory notes): collections, payments, avalizations, discounts and endorsements. In order for the Bank to be named beneficiary of the commercial papers, the Client must obtain the prior agreement of the Bank.  
For operations with negotiable monetary instruments, in addition to the provisions of the GTC, the special regulations of the National Bank of Romania apply.
35. Should the Client be the legitimate holder of the commercial papers, the Bank shall credit the Client's account with the equivalent of the commercial paper only when such paper is effectively cashed.
36. The Client may perform withdrawals from its current account via debt instruments issued by the Bank, such debt instruments being released in accordance with the relevant legal provisions regarding debt instruments.
37. The issuance of bounced cheques or cheques filled in with false data represents an offense committed by the Client. In the event of such deviations, according to the legal provisions, the Bank has the obligation to notify such events to the Office for Payment Incidents within the NBR and the competent authorities.

38. The Bank receives banking cheques or personal cheques issued by other banks in order to remit them for collection in the country or abroad, to be paid by the drawee banks, and subsequently credits the Client's account in LEI or FCY on the date when the amounts are effectively received.
39. The commissions and fees charged by the local and/or foreign corresponding banks for cheque collection and the return of the cheques not paid by the drawee banks are covered by the Client.

## **VI. PRECAUTIONARY GUARANTEES**

40. The Bank's commitments on behalf of the Client shall be made only with the establishment of precautionary guarantees by the Client in accordance with the legislation in force and the internal practices of the Bank.
41. Throughout the period of the guarantee, the Client is obliged to maintain, protect and insure any property, rights or assets that serve as collateral for the Bank, as well as to pay all the taxes, premiums, duties related to the property or right in question, being entirely forbidden to transfer or encumber the goods mortgaged in favor of the Bank, unless otherwise provided for in the respective guarantee agreements.

## **VII. INTEREST RATES / FEES / CHARGES / COSTS**

42. The level of interest/fees/commissions charged by the Bank for services rendered shall be determined by the Bank's management in the *Decision regarding fees, interest and charges* and reflected in the *List regarding the interest, fees, commissions and charges*, available for customers.
43. The Bank reserves the right to amend at any time its interest rates/commissions/charges for the rendered services, depending on the Bank's own policy and the market conditions, subsequently informing the clients with respect to such modifications, within the terms and conditions stipulated by the legislation in force, by display at the bank's units, in the account statements, via the alternative channels or by any means agreed by the parties in specific agreements.
44. The Client acknowledges the Bank's right to modify/supplement the interest rates /commissions /fees for the rendered services within the conditions mentioned in the previous articles.
45. The Bank shall charge standard fees for the services provided to the Client. The standard fees are laid down in the *List of interest rates, fees and commissions* displayed in the Bank's units. The Bank will charge different fees for specific services, in case other fees than the standard fees have been agreed in an individual agreement between the Bank and the Client. Specific fees agreed with the clients come into force and are applied only after their express approval in writing.
46. For transfer operations in/from RON/FCY accounts, ordered by or in favor of the Client, the Client agrees to pay to the Bank the related commissions, fees and charges for the performed services, including the transfer fees charged by third parties involved in the settlement of the funds. Consequently, the Bank will automatically charge the commissions/ charges / fees for the operations performed on the client's current account, unless otherwise provided in specific agreements with the client.
47. Likewise, the expenses related to any specific operations performed by the Bank at the Client's request, including investigations in order to remedy erroneous, incorrect or unauthorized payments, as well as all the costs associated with the establishment, administration, modification, monitoring, write-off, enforcement of the collateral provided by the Client are to be covered by the latter. The Client authorizes the Bank to carry out any formalities necessary for solving incorrect, erroneous or unauthorized payments, to the extent that these formalities are legally and operationally possible.

## VIII. BANKING PRODUCTS AND SERVICES

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### VIII.1. CARDS FOR LEGAL ENTITIES: VISA BUSINESS CLASSIC (DEBIT), VISA BUSINESS SILVER (DEBIT / CREDIT), VISA BUSINESS GOLD (DEBIT/ CREDIT), MASTERCARD BUSINESS (DEBIT with account in EUR)

#### 1. DEFINITIONS

The **BT Pay Application** - BT Pay is a secured computer application, in the form of a digital wallet, accessible via a mobile phone with an Internet connection, where users, Banca Transilvania cardholders, can carry out the following operations, including without limitation:

- Add cards issued on behalf of the legal entity, and subsequently make contactless payments (NFC); authorize (accept or reject, as applicable) online payments via BT Pay, contactless cash withdrawal; card enrollment with other payment applications with which the Bank cooperates, block the digital and physical card temporarily or permanently, view the history of card transactions (including card loading), details of the added cards, view expenses made with the card broken down per categories, view the balance of the account attached to the card, apply for shopping offers, for the service and product offers of the Bank, as well as of the Bank's partners; ;

Contactless payments (NFC) are available in the application only for the mobile phone users with Android operating systems.

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).

Details regarding the used and functionalities of BT Pay are provided in the Terms and Conditions for the use of the application, available in the BT Pay application.

**Payment application:** the BT Pay application provided by the Bank to its clients, as well as other applications of certain partners of the Bank that enable the enrollment for the card issued by the Bank into their applications for contactless and online payments, contactless cash withdrawals. The enrollment of the cards in third-party applications can be made from the BT Pay app or, as applicable, directly in the third-party app.

**ATM:** An automated machine which provides services of cash withdrawal to holders 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.)

**Strict Client Authentication:** authentication based on the use of two or several factors included in the category of known data (something that only the user knows, such as PIN, password), the possession (something that only the user possesses, such as the mobile phone) and inherence (something that represents the user, such as digital fingerprint, face recognition) that are independent, and compromising one element does not result in compromising the reliability of the other elements and that are designed so as to protect the confidentiality of the authentication data.

**Authorization within payment applications:** payments, cash withdrawals, card locking, as well as other operations made via the payment applications shall be authorized by the user/cardholder via the securing method of the device, selected by the user (password, device PIN, fingerprint, face recognition or another security method provided by the device).

**Bank:** BANCA TRANSILVANIA S.A., the card issuer, having its registered office in Calea Dorobanților 30-36, cod 400117, Cluj – Napoca, jud. Cluj , e-mail address: [contact@bancatransilvania.ro](mailto:contact@bancatransilvania.ro) and Bank Register No. R.B. - P.J.R. - 12 - 019 - 18.02.1999. The supervisory authority of the card issuer is the National Bank of Romania, located in Bucharest, 25 Lipscani Street, sector 3, postal code 030031.

**BT Express** - automatic payment service that provides services for holders / users of cards issued by the Bank, such as: invoice payments, payments to various institutions / companies, cash depositing (RON, EUR, USD), as well as other related services (transfer between own accounts, creating a deposit, obtaining information regarding the status of the accounts, currency exchange operations EUR- RON and USD-RON etc.).

BT Express also allows for cash payments to various institutions / companies (other than utility providers) that agree to collect the amounts through these terminals of the bank.

**BT Express Plus** - a multifunctional teller machine that enables holders/users of cards issued by the Bank to perform at least the following operations:

- Cash deposit in RON, on the current or card account for retail clients;
- Cash deposit in foreign currency (EUR or USD) on the current account - individuals;
- Cash deposit on any current account, in RON or foreign currency (EUR or USD) - legal entities;
- Foreign Exchange EUR/ USD to RON;
- RON cash withdrawal;
- Payment of utility invoices to suppliers who agree to collect invoices through these bank terminals;
- Payment of amounts owed by the client to institutions / companies that agree to collect the amounts through these bank terminals;
- Obtaining information about the accounts;
- Other related services (phone card charging, BT card activation, PIN code customization, etc.).

BT VISUAL HELP is a digital platform, accessible by calling the contact number of Banca Transilvania 0264308028 or \*8028, dedicated to BT's retail and corporate clients, with two distinct components:

- The Visual IVR component enabling actions without waiting for the call to be answered by a Call Center agent, thus the self-banking component (block and change card transaction limits, disputing card transactions, account and transaction details, account statement request, attachment details, internet and mobile banking routing, BT Pay, etc.)
- The Collaboration component, facilitating more efficient real-time communication between the agent and customer by switching the client to the digital environment for live interaction and viewing specific documents on the mobile phone screen, which can be sent to and from the client.

**Card/business card:** electronic payment instrument in the form of a standardized, secured and customized support, which allows the card holder to have access to or to use the balance existing on the card related account (current account / card account - depending on the specifications of each card product designed for legal entities authorized individuals). The card related account is opened for and in the name of the company requesting the issue of the business card, in order to perform transactions in accordance with the herein agreement. The bank issues the card at the request of the card holder's employer, based on a written application (card issue application). The business card is a hybrid card.

**Digital card:** electronic payment instrument, the digital alternative of the physical card, as defined in this Chapter, which can be used via the payment applications with which the card is enrolled in order to perform different available operations, as detailed in the specific Terms of Use and Guidelines.

**Embossed card:** a card on which the cardholder identification data (first and last name), unique company identifier & company name, as well as the card number, date of issue / expiry and special identification characters (VISA / MasterCard) are raised / embossed.

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

**Indented card:** Card on which the card holder's identification data (first and last name) /unique identification number & the company's name, the card number, the date of issue/expiry and special identification characters (VISA/MASTERCARD) are engraved.

**Card issuance application:** form (as the case may be, a general or specific card issuance application) including the business card issuance application, signed by the persons authorized to represent the company in relation to the bank and approved by the bank.

**CVV/ CVC code:** 3-digit code, printed on the signature strip on the back of the card, which can be used for Internet transactions, card enrolment in the BT Pay app or other payment applications and/or transactions of the type mail order / telephone order.

**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.

**Unique 3D Secure security code:** it represents the dynamic password used by the card holder/user to authorize e-commerce transactions, the password received via SMS at the phone number provided to the Bank, to be used for every transaction that requires authentication, sent at the phone number provided to the Bank for the authorization of this type of transactions (the phone number for 3D Secure).

**Acquiring retailer/ bank:** A Legal Person that displays the official mark of an International Organization under the logo of which the card was issued (VISA Electron / Mastercard), acquires cards for the payment of goods or services and / or is able to provide cash upon the use of the card.

**Company/Client:** in the meaning of the herein GTC, the client is considered to be the Romanian or foreign authorized individual or legal entity which holds a current account with the bank and requests the issue of cards for the employees based on an application/specific agreement filed with a branch/agency of the bank and the latter approves the card issue.

**Business card agreement:** set of documents consisting in: the business card issuance application signed by the persons authorized to represent the company in relation to the bank and approved by the bank, the herein conditions for the use of business cards for legal entities and the bank's general terms and conditions.

**Card holder/user:** resident or non-resident individual, employee of the COMPANY, authorized by the COMPANY (as employer) to hold and to use a business card attached to a card account / the COMPANY's current account.

**Account statement:** list of transactions reflecting the operations recorded on an account in a certain reference period. 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 related fees and commissions, 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.

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

**Static password:** the password defined by the card holder/user, which is to be used to authorize e-commerce transactions, together with a unique 3D Secure security code sent via SMS at the phone number supplied to the Bank for the authorization of this type of transactions (the phone number for 3D Secure). The password is established by the card holder/user when making the first internet payment, on the transaction authentication page or the alternative channels provided by the Bank and must be updated by the card holder/user from time to time.

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

**Limit:** threshold/ceiling set by the bank for the number and value of possible transactions by cards in a certain period of time, differentiated by types of card transactions. The bank also sets an aggregated ceiling (limit) for card operations (per operation types), representing the maximum number / value of all possible card transactions within a certain time frame (per operation types).

**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.

**Payment refusal:** procedure for the Payment Instrument Holder/User to object to a transaction (i) not authorized by the Payment Instrument Holder/User/authorized by the Payment Instrument Holder/User but incorrectly executed by the Bank; (ii) authorized by the Payment Instrument Holder/User and correctly executed by the Bank, for reasons independent of any fault of the Bank.

**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 e-commerce transaction made on a webpage of a retailer that has implemented the 3D Secure system can be authorized, as follows:

- (i) entering a 3D Secure security code that the card holder/user receives via SMS, at the phone number supplied to the Bank and the static password that the card holder/user has established for such transactions;
- (ii) via the BT Pay application, if the card is enrolled in the payment application and the online transaction authorization option is activated for such card.  
The authorization is made with the security method of the phone.

**Contactless technology** - technology that allows for fast payments, simply by bringing the card close to the card terminal (with or without entering the PIN, depending on the transaction amount) or the device (in the case of a payment application) close to a terminal provided with contactless technology (having the same sign printed on it as the card).

**Payment Token:** alternative card number associated to each card registered in the payment applications, for security reasons. The payment token can be used only by the payment application in which it has been registered.

**Transaction:** operation performed with a card for:

- the payment for goods /services at the merchant’s POS displaying the logo of the international organization under the logo of which the card has been issued; card transactions for the loading of accounts, cards, applications, money transfers through and from an application, internet transactions for money-transfer purposes, are not considered purchases of goods or services;
- the contactless payment for goods and services at the POS terminals of the retailers displaying the international logo under which the card/payment token was issued and specific signs of contactless payments; performing Internet transactions on different websites or by enrolling the card with certain applications
- performing transactions of the type mail order/telephone order (if the use of cards/tokens is allowed in such environment), by which the card holder/user provides information about his/her card details via different channels (phone, e-mail, fax, booking applications/platforms) to be subsequently used by the retailer to generate transactions based on the terms and conditions agreed by the card holder at the time of the service provision request (hotel booking, car rental, etc.);
- cash withdrawal, meaning:
  - cash withdrawal at the ATM and POS terminals installed at bank counters displaying the logo of the international organization under which the card/payment token was issued;
  - ocash withdrawal from the BT ATMs from the card account but without the use of its physical support, subject to the charging of the ATM BT cash withdrawal fee according to the List of Fees and Commissions for Cards, by bringing the card or the device on which the payment application is installed close to the reader;
  - card transactions for the loading of accounts, cards, applications, money transfers through and from an application, internet transactions for money-transfer purposes. In the case of credit cards, the fee charged for such transactions is the one for cash withdrawals from BT’s ATM/POS, the amount of which is laid down in the List of fees and commissions related to credit cards, which is an integral part of the product agreement.
  - o cash withdrawal from the account attached to the card through a third-party payment instrument, respectively a mobile application, in which the card issued by BT has an intermediary role, even when the physical support of the card issued by BT is not used.
- cash deposit (RON, USD or EUR) on the account to which the card is attached, an operation performed at BT Express or BT Express Plus terminals;
- other transactions possible at the terminals installed at bank counters (payment of utilities, interrogation of account balances, etc.).
- offline transactions allowed to be performed with certain merchants according to Visa/Mastercard international rules, which do not require the prior verification of the card status and of the funds available on the account,



- other transactions possible with cards at terminals displaying the signs of the international organization under which the card was issued;

## **2. GENERAL PROVISIONS**

**2.1.** Account cards in RON Visa Business Classic in RON, Visa Business Silver (debit & credit) and Visa Business Gold (debit & credit) are non-cash payment instruments, accepted in Romania for RON transactions and in other countries for FCY transactions. Cards such as Visa Business Classic with account in USD and Mastercard Business with account in EUR are non-cash payment instruments, accepted in Romania for RON transactions and in other countries for FCY transactions.

**2.2.** Visa Business Classic (with account in RON and USD), Visa Business Silver (debit & credit), Visa Business Gold (debit & credit) and MasterCard Business (with account in EUR) are hybrid cards (dual cards) designed for companies and authorized individuals, which contain both a magnetic stripe and a microprocessor (chip).

**2.3.** The operations with business cards are performed to the extent of funds available on the account related to the card and in observance of the standard limits established by the bank per transaction type and per business card. As an exception, the account balance may be exceeded for offline transactions, the company being obliged to cover the negative balance and the penalty interest resulting from exceeding the available balance.

The bank's commissions related to card operations are stipulated in the bank's list of interest, fees and commissions displayed at the bank's counters and detailed in Annex 1 of this agreement.

**2.5.** Enforcement titles related to the current account / card account of legal entities are honored by the bank in line with the applicable legal provisions, without the prior approval of the account holder (company).

**2.6.** The company (through its legal representatives) undertakes to inform all the holders of cards attached to the company's account(s), at the time of the card issue, about the terms of use of business cards for legal entities.

## **3. GENERAL TERMS OF USE:**

**3.1.** The company / the business card user must observe the following conditions established by the Bank:

### **3.1.1.**

(a) The card is nominal, non-transferrable and can be used only by the person authorized by the company in this respect.

(b) The business card is the property of the Bank and must be returned to the Bank upon request.

**3.1.2.** Business cards Visa Business Classic (in RON and USD), Visa Business Silver (debit & credit), Visa Business Gold (debit & credit) and MasterCard Business (in EUR) may be used starting from the date of their issue and are valid only until the last day of the month indicated on the front of the card (*MM/YY-month/year*).

**3.2.** Business cards for companies are accepted in Romania only for:

**3.2.1.** Cash withdrawal at ATM's displaying the VISA ELECTRON / MasterCard logo;

**3.2.2.** Cash withdrawal at POS terminals installed at bank counters displaying the VISA ELECTRON / VISA/ MasterCard logo;

**3.2.3.** The purchase of goods and services from retailers, authorized legal entities, displaying the VISA ELECTRON / VISA/ MasterCard logo;

**3.2.4.** The payment of invoices at the ATMs of Banca Transilvania, BT Express, BT Express Plus

**3.2.5.** Other operations described under the definitions of "Transaction"

**3.3.** Business cards for companies / authorized individuals are also accepted in foreign countries only for:

**3.3.1.** Cash withdrawal in the national currency of each country at ATM's installed at bank counters displaying the VISA ELECTRON / VISA / MasterCard logo;

**3.3.2.** The purchase of goods and services in the national currency of each country from merchants, displaying the VISA ELECTRON / VISA / MasterCard logo.

**3.4.** The business cards may be used for Internet transactions, on the web pages of the merchants in Romania and abroad, displaying the VISA ELECTRON / VISA / MasterCard logo.

**3.5.** The business cards can also be used via payment applications for payments, cash withdrawals and online payment authorizations. For the purpose of carrying out card transactions via payment applications, the cards must be previously enrolled with the application.

**3.5.1.** For the enrollment of every business card in the contactless payment applications, the app user may be requested the card identification details, such as, but not limited to, the CVV code of the card, card

number, the name / surname of the cardholder, the expiration date of the card. In order to complete the card registration, the user will receive a code via an SMS text message to the telephone number related to the card in the Bank's system.

**3.5.2.** The user's entering of the data/code received this way by SMS is interpreted as your consent for the enrollment of the card in the payment application. Once enrolled, you can use the card for the whole range of operations available in such application, in accordance with the specific terms of use.

**3.6.** The card holder/user must express his/her consent for the execution of each and every card operation. Through the consent given in the ways agreed with the Bank, the card holder/user assumes the consequences of the transaction performed via the payment instrument. For a better understanding of this clause, "Consent" means any of the following actions: The card holder's/user's signature on the receipts; entering the activation code / PIN at the electronic payment terminals; the use of the security method of the device for the authorization of contactless and online payments, cash withdrawal via the BT Pay application or other payment applications; supplying the CVV / CVC2 code; the input of the 3D Secure code sent via SMS; the input of the static password defined by the holder/user for e-commerce or any other identification details of the card (card number, expiry date, name as printed on the card): bringing the contactless card/device with the BT Pay app or another payment app close to the specialized card reader (with or without the input of the PIN code).

**3.7.** For the purchase of small-value goods and services (below RON 100 or the equivalent of the transaction in the FCY established for that country if the transaction is made abroad) at a contactless POS terminal, the Client's consent for the authorization of the payment transactions shall be made by bringing the card close to the POS terminal, without the use of the PIN code. For every cumulated consecutive contactless transactions without authentication, via the same card, the value of which exceeds the amount of EUR 150 or the equivalent in the card currency, the input of the PIN code/Client's authentication is mandatory even for small-value transactions.

Not included in the EUR 150 limit are those contactless transactions (included without limitation) made at an unassisted terminal within the European Economic Area for transport or parking tickets, as well as those made at a contactless terminal outside the European Economic Area.

**3.8.** The Bank has the right not to apply the strict client authentication for an low-risk Internet transaction. The risk level is determined based on the transactional profile of a card holder, which considers several parameters such as the amount, currency, retailer's country, repeated transactions at the same retailer, to an agreed beneficiary, transactions from the same device, with the same declared cardholder name, phone, e-mail address, delivery address, etc. The Bank may also waive strict customer authentication where this is not technically feasible. In such cases, the provisions of Chapter VI shall apply accordingly.

**3.9.** When performing operations of cash withdrawal or buying goods and services using the card, the business card user must:

**3.9.1.** Before the initiation of a card payment transaction, the card holder/user may request and obtain additional information from the retailer regarding the purchased goods/services and, if applicable, the delivery terms and conditions. The Bank shall not be held liable for possible damages incurred by the Client as a consequence of nonconforming products and/or services provided by the retailer or of the retailer's practices. Likewise, upon the performance of the payment operation, the card holder/user must check the correctness of the transaction elements (transaction amount, transaction currency, retailer's name) before authorizing the transaction by entering the PIN, 3D Secure security code and the static password or before authorizing the transaction from the payment application in which the card is enrolled. The Cardholder/Card User understands and accepts that the currency indicated in the SMS containing the security code or in the transaction authorization screen of the BTPay application may be different from the currency of the account attached to the Card.

**3.9.2.** 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 card 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.

**3.10.** The Card user must keep the card in good conditions, and prevent its deterioration, not transmit, disclose and must take all the necessary measures 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, CVC, 3D Secure password, static password for online payments, code received via SMS for card registration with the payment applications, mobile phone security method, etc.) by other persons. Thus, the Client undertakes:

(i) to take all the measures to ensure the security of the card in order to protect it against loss, damage, theft of the physical card or the unauthorized access to the data stored on it;

(ii) not to provide the physical card to other persons and not to keep the activation/PIN code and the card in the same place.

(iii) not to provide the card details (name, card number, expiry date, CVV/CVC)/activation/PIN code/3D Secure security code / static password for online payments/ one-time code received in the SMS for card enrollment in the BT Pay application or other payment applications/ security method of the device on which the payment application is installed, and not to disclose such data to other persons upon the oral or written request or by accessing certain links received in e-mails or other means of communication (the Bank shall never request card-related data/information - card number, PIN, CVV/CVC or passwords and codes of any kind - for the update of the data / access to the account / etc.);

(iv) to keep the identification data of the card in a manner that cannot be easily recognized and accessed by any unauthorized persons;

(v) not to allow the use of the device on which the payment application(s) used to make payments/transfers or to authorize online payments by and/or assisted by third parties, as applicable (including by granting access to/control over the device through software/applications that allow remote access to/control over the device) and to take all the necessary measures to prevent such use/access.

Whenever the card holder/user notices the loss or theft of the card/mobile phone on which the BT Pay app or other payment applications are installed or the use of the card in unauthorized transactions, the card user will proceed as follows:

**3.10.1.** Communicate this fact by phone, without undue delay, to the Cards Call Center of Bank, 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 temporarily or 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 for emergencies. The card can also be temporarily or permanently blocked via the Internet banking service, available 24/7, if the Client has subscribed to this service or in person, at any unit of the Bank in order to urgently request the blocking of the card.

The card is locked once the Bank has operated the blocking measures, and the operation is confirmed to the card user according to the latter's request.

**3.10.2.** For card reissuance, the client must visit any unit of the bank to fill in an application for card reissuance. For the reissue of nominal cards for reasons of loss / theft, the application for card reissue must be signed both by the persons representing the company in relation to the bank and by the card holder.

**3.10.3.** If, after complaining about any loss / theft of the card, company / authorized user recovers the card, they must immediately return the card to any BT unit; A card that is declared to the Bank as lost/stolen cannot be reactivated if the card holder/user regains possession of the card, due to the risk of the card data being compromised.

**3.10.4.** If unauthorized transactions are performed with the card after the theft/loss of the card/mobile on which the payment application is installed or if the card details are used in a fraudulent manner (including as a result of granting access/control of the device via software/applications allowing remote access/control of the device), besides the obligation to inform the Bank, and upon the Bank's request, the card user must also refer the matter to the criminal prosecution bodies, as soon as possible after the ascertainment of the event and provide the Bank with the proof of the complaint filing/transmission and with any other documents and/or information held with regard to the disputed transaction, in maximum 15 days as of the initial complaint made in accordance with Article 3.10.1..

**3.10.5.** If the obligations expressly set out under Articles 3.10, 3.10.1 and 3.10.4 are not met, it is considered that the Card user has acted in bad faith/ gross negligence and shall fully bear the financial losses pursuant to the applicable legal provisions, whereby the Bank is exonerated from any liability.

**3.11.** With transactions carried at the Bank's terminals, the approval of the transaction and the debiting 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 during the Bank's working hours;
- on the first banking day if the operations are performed outside the Bank's working hours.

**3.12.** 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, in order to prevent the use of the same amount for other operations on the attached account. 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 merchant at the transaction date. The settlement of an amount is initiated by

the merchant/acquiring bank accepting the transaction, which requests the collection of the amount by sending the file with the performed transaction to Visa/Mastercard that automatically reconciles the amounts between the banks participating in the transaction (the card issuer and the card acquirer). The reconciled amount is automatically debited from the card account used for the payment, once the Bank receives the transaction files from Visa/Mastercard. Consequently, the Bank cannot stop any settlement transaction not can they request the settlement of a transaction at the request of the card holder.

**3.13.** The Client agrees to pay any charges caused by the use of the card in certain situations/relations with certain merchants such as, but not limited to:

**3.13.1.** Transactions carried out offline by merchants who practice carrying out such transactions by the nature of their business without reserving the amount for payment by blocking it. When such payment operations are recorded, the equivalent of the transaction is directly sent for settlement by the acquiring bank (the one owing the terminal where the payment was made), and the issuer receives the transaction for clearing automatically and, in its turn, automatically debits the card account with the related amount. Off-line contactless payment operations are evidenced as “*Pending transactions*”, and can lead to debits on the card account if there are not sufficient available funds on the card account at the settlement date.

**3.13.2.** The transactions related to certain fields of activity (e.g. hotel booking, car rental, etc.) where the transaction could be processed by the retailer before, during or after the provision of the services based on the card details supplied by the client at the time of the booking and under the contractual terms and conditions agreed by the parties of such a contract. In the case of such transactions there is a possibility that the settled amount may exceed the amount originally authorized.

**3.13.3.** Transactions related to certain fields of activity (e.g. automatic petrol stations) which involve checking the validity of the card by initially blocking a small amount, followed by the settlement of the amounts related to the products/services purchased, in which case the amount settled may exceed the amount initially blocked.

**3.13.4.** Exceptional situations in which, in order to ensure the continuity of the card payment service, payment organizations authorize transactions instead of the Bank (e.g. in the event of temporary communication breakdowns between the Bank and these organizations). In these cases, transactions are authorized without checking the status of the card, the balance on the account at the time of the authorization and without blocking the amount of the transaction, which may lead to unauthorized debits.

**3.13.5.** Situations where amounts relating to the sale of goods/services are sent for settlement by merchants after the automatic release of the amounts reserved for payment from the card account.

In these situations, the transactions shall be debited using any amount available at the settlement date, and the difference between the transaction amount and the amount covered from the available funds shall be registered as unauthorized debit on the card account.

**3.14. 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 automatically, 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 account attached to the card at the time when the Bank receives the transaction for settlement.

**3.15.** 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 card account currency at the spot sell rate of the Bank on the card account operation day.

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

**3.17.** The Bank may establish limits in terms of amount and/or number of transactions for card operations, limits that are communicated to the Client / User upon the issue of the card. The Client, Holder/User, may request the Bank (through specific forms in the Bank’s units or through the options in the Internet banking/mobile banking application) to change the limits. This request shall be analyzed by the Bank and the decision shall be communicated to the Client in one working day.

**3.18.** For security reasons, in order to prevent the fraudulent use of the card, the Bank may monitor the card operations performed by the User and may restrict them based on certain criteria (certain countries, currencies, merchants, fields of activity, behaviors, etc.). The Client has the possibility to request information in the Bank’s units or at the Bank’s Call Center about the existence of any restrictions that could prevent the use of the card or, under certain circumstances, may request the cancelation of such

restrictions for a certain period of time, however under his/her sole responsibility and assuming possible unauthorized transactions that would have otherwise been rejected by the restrictions put in place by the Bank in order to protect its card holders.

#### **4. RIGHTS AND OBLIGATIONS OF THE LEGAL PERSON (COMPANY) AND OF THE BUSINESS CARD HOLDERS/USERS:**

##### **4.1. The legal entity / authorized individual requesting the opening of a card account, respectively the issue of business cards for own employees has the following rights:**

**4.1.1.** Will receive assistance from the bank regarding the use of the business cards and their management;

**4.1.2.** Shall receive authorization services for the transactions with business cards issued by the bank, by observing possible prior instructions of the company regarding certain restrictions applicable to the company's authorized users / cardholders, in order to use the card and/or the funds available on the card account.

**4.1.3.** Shall request/receive the monthly account statement related to the operations performed with the business cards issued by the bank upon its request.

**4.1.4.** The Client shall request the reissuance of the cards that are lost/stolen/demagnetized/deteriorated/replaced due to the name change, by filling in the standard reissuance application form;

**4.1.5.** With respect to debit cards, it has full responsibility as concerns the supply of cash on the card account, up to the amount representing the aggregated transaction limits established for the cards attached to the respective account.

**4.1.6. a.** The Client agrees to have the card account charged with the equivalent of the operations with the business cards issued at its request in name of its employees, the equivalent representing:

- **the value of transactions** of the type purchase or cash withdrawal, payment of utilities etc.;
- **fees and commissions or any other amounts** due to the bank and charged for the use of the card.

**b.** Debits resulting from card transactions (including without limitation, exchange rate differences, fees, offline transactions, transactions settled after the unblocking of the payment amount, transactions authorized by the payment organizations in the case of a temporary communication failure with the Bank, transactions at certain automated gas stations, transactions settled for an amount higher than the initially authorized one) automatically become payment obligations in favor of the Bank and must be repaid in accordance with the provisions in these General Terms and Conditions.

**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.

**d.** If the Client does not proceed to cover these debts (including by justifiably submitting a payment refusal to recover the amounts from the merchant), the Bank is entitled to initiate the recovery of the amount from the accepting bank/merchant, within the limits and in accordance with the regulations of the Card Organizations. The Bank shall not be liable for any inconvenience caused to the Cardholder / Card User as a result of taking these steps.

**4.1.7.** The Company agrees to have any of its accounts opened with the Bank debited with the equivalent of the fees and commissions related to the operations with the business cards issued at its request in name of its employees.

##### **4.1.8. Transactions in a currency other than the card currency**

For card transactions in a currency other than the account currency, the public exchange rates published by the bank on its website [www.bancatransilvania.ro](http://www.bancatransilvania.ro), under the dedicated section, shall be used.

With respect to the transactions performed abroad and/or in currencies other than the card currency, the company's card account (VISA BUSINESS CLASSIC in RON, VISA Business Silver (debit & credit), Visa

Business Gold (debit & credit), and/or USD (Visa Business Classic in USD), and/or EUR (MasterCard Business in EUR) shall be debited with the equivalent of such transactions and the related fees.

The foreign exchange operation from the transaction currency to the account currency shall be made at the sell/buy exchange rate, depending on the transaction, applied by the bank for card transactions and/or by the International Payment Organizations under the logo of which the card is issued (Visa/Mastercard). Depending on the currency of the initial transaction and the region where the transaction is made, the conversion from the initial currency to the account currency may imply the conversion through the settlement currency of the bank with Visa (EUR) for Visa cards, respectively the settlement currency of the bank with MasterCard (EUR/USD) for Mastercard cards, in which case the FX operation from the initial currency to the settlement currency with the International Payment Organization is automatically made by the International Payment Organization under the logo of which the card has been issued.

With respect to Visa Business Classic cards in USD: regardless of the transaction currency, the equivalent of the transaction is converted in RON by VISA, and in order to retain the equivalent of the transaction from the card account denominated in USD, the Bank, in its turn, will convert the amount of the transaction from RON to USD (the card account currency), at the exchange rate applied by the Bank for card transactions.

The exchange rate applied by the bank for card transactions is communicated to the clients through the Bank's website, [www.bancatransilvania.ro](http://www.bancatransilvania.ro), and can be viewed when the client is about to make an operation that implies an FX operation. The exchange rate applied by the Bank at the transaction settlement date may be different from the exchange rate at the transaction authorization time.

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.

The Bank ensures the transparency and comparability of the FX fees, if the Card Holder/User withdraws cash from the ATMs or makes payments at retailers in the European Union (EU). Thus, for such transactions made in EUR or another national currency of an EU member state, other than the account currency, the Bank's website shall provide the applied exchange rate, expressed as margin added to the most recent reference exchange rates published by the European Central Bank (ECB).

The Bank provides the card holder/user with an electronic monthly notice, when the client makes the first cash withdrawal transaction at an ATM or the first payment at retailers in the European Union, in a currency other than the card account currency during that month, if there is a mobile phone number communicated to the Bank, used for the authorization of online transactions.

The parties agree that the Bank may send the electronic notice regarding the applied exchange rate via one of the following channels:

- SMS sent to the phone number communicated for the relationship with the Bank, for that card;
- Notices in the Bank's mobile apps;

The Client may request the Bank to cancel the sending of the previously mentioned electronic notices any time.

**4.1.9.** The company 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 abroad and/or in currencies other than the card account currency, transactions made with the cards issued in the name of the employees.

**4.1.10.** The Company shall unconditionally accept the automatic debiting of the accounts (attached to the business card) with the equivalent of the transactions made with the business cards issued in the name of its employees, being subsequently entitled to challenge the transactions for a justified reason by initiating a payment refusal.

**4.1.11.** The company may establish transaction limits for each individual card, in line with the standard transaction limits established by the bank per account / per card pursuant to its internal decisions. The company may request the Bank to change the transaction limits initially defined for each individual card (in line with the standard transactions limits per account/card established by the Bank through its decisions), by sending a written request to the bank in this respect and by paying the charges related to such operation.

If the balance of the business card account is exceeded as a result of commissions charged and/or exchange rate difference caused by the use of the card for operations abroad and/or for operations in other currency than the card account currency, the company shall pay both the commission for the debit balance and the amount representing such debit by the end of the month.

**4.1.12.** The Company shall pay, from the RON / EUR/ USD funds available on its current account, the fee established by the Bank for payment refusals initiated both by the company and by its employees, holders of nominal business cards, provided such refusals receive an unfavorable resolution after the verifications.

**4.1.13.** The company shall verify the manner in which the funds on the business card account are used, based on the account statements and receipts issued for each transaction and shall inform the Bank without undue delay, under these GTC, about any incorrectly registered operation.

**4.1.14.** The company shall return the expired cards to the bank.

**4.1.15.** The Company, as applicant for the business card, warrants that he/she has provided the bank with the correct, real and up-to-date contact details (phone numbers, e-mail addresses, mail addresses) via the requests for the issue of debit/credit cards and undertakes to request the Bank to have such details updated as soon as they are no longer used by the client.

The Bank shall not be held liable for the client's failure to receive certain SMS messages about a certain card, if such messages are sent to the phone number declared by the client for the said card (in the application for the debit/credit card and/or for 3Dsecure), or for the receipt of such messages by other persons who actually use that phone number.

If the company agrees with the bank that the monthly card account statement be sent via e-mail or at a mail address, the Bank shall not be held liable for the client's failure to receive the statement because the Client has supplied a wrong address or for the receipt of the statements by other persons who actually use/live at the addresses provided by the client to the bank for the transmission of this type of account statements.

The updating of the contact details (phone number, e-mail address) declared for a certain card must be specifically requested by the company in any BT unit or by means of a request sent via BT's call center.

Such details are not automatically updated by their updating in the Request for the opening of the contractual relationship and purchase of banking products/services or the Request for the modification of data / account rights.

**4.1.16.** To initiate a payment refusal by visiting one of the Bank's units and filling out the specific form, entering in the BT Visual Help application or by calling the Call Center for an incorrectly executed / unauthorized operation or for an authorized operation correctly executed by the Bank, under the conditions laid down in Chapter 6 of these GTC.

#### **4.2. The business card user / holder authorized by the company, employee of the company for which the legal entity has requested the issue of a business card has the following OBLIGATIONS:**

**4.2.1.** To use the card according to these contractual provisions and the legal provisions.

**4.2.2.** To keep the card in good conditions in order to prevent its deterioration and to take all the measures necessary to prevent the use by any unauthorized persons. To take all the measures necessary to prevent the loss, deterioration, theft of the physical card or of the related data, as well as of the phone, if payment applications in which the user has enrolled his/her cards are used.

**4.2.3.** To take all the measures to ensure the security of the mobile phone the phone number of which is declared in the bank's system, as the phone number represents a secured method for the Bank's communication with the user for the supply of SMS passwords, the validation of different types of operations, including without limitation: enrollment of cards in payment applications, 3D Secure security code for online transactions, card activation code.

**4.2.4.** Not to give the card and not to disclose to other persons the PIN code / activation code / unique code received in the SMS for card enrollment in the BT Pay application or other payment applications, the CVV / CVC code of the card, the static password, securing method of the device on which payment applications are installed; to make sure that other persons cannot see the codes entered at the ATM, POS, phone unlocking, codes received in the SMS from the Bank;

**4.2.5.** Not to keep the PIN code / activation code / phone unlocking code in the same place with the card or its data and not to set the PIN code or the unlocking code of the phone on which the payment application is installed in a form that can be easily intuited by unauthorized persons (e.g. 0000, 9999, 1234, date of birth etc.);

**4.2.6.** To notify the bank if the envelope containing the PIN code was not sealed upon receipt;

- 4.2.7.** To inform the bank if it entered the PIN/activation code incorrectly for three consecutive times or does not remember the PIN/activation code, in order for the card to be unblocked or in order to receive a new PIN/activation code, against charges established in the bank's decisions;
- 4.2.8.** To notify the Bank if it does not remember its static password, which is required to set a new static password (static password update).
- 4.2.9.** To keep the identification data of the card in a manner that cannot be easily recognized and accessed by any unauthorized persons;
- 4.2.10.** To make every effort to ensure the security of the device used to initiate Internet transactions/payment transactions via the payment applications, including without limitation: - the use of an antivirus, anti-spyware, anti-malware software, with updated signatures, performing regular PC scans; the installation and activation of a firewall; system updates in terms of security, the update of the device operating system according to the manufacturer's recommendations, the use of official versions only for the operating system provided by the manufacturer, preserving the security protection mechanisms of the operating systems of the operating systems, as recommended by the manufacturer, installation of BT applications and of other applications on such device shall only be carried out from the dedicated stores Google Play Store and App Store and Huawei App Gallery. The Client undertakes to cooperate with the Bank in case of cyber attacks, for the identification of the related source.
- 4.2.11.** To notify the bank with regard to any unjustified payment refusal by retailers or bank units.
- 4.2.12.** To perform card operations in Romania or abroad, within the transaction limit established by the company and in line with the standard transaction limits established by the bank per card / per account according to its internal decisions;
- 4.2.13.** To have the card/PIN/activation code replaced in the event of loss or theft, expiry of the validity period of the existent card or in other situations requesting such measure, the related fees and commissions being incurred by the company that requested the card issuance.
- 4.2.14.** In the event of a payment refusal, to provide the Bank with all the information/documents requested and to take all the necessary steps to resolve the payment refusal (correspondence with the merchant in order to resolve the situation directly with the merchant, unsubscribe in the case of an undesired subscription, complain to the competent authorities if requested by the Bank, investigate in their own circles of friends recommended by the Bank after analyzing the information relating to the disputed transaction, etc.). If the client fails to meet these obligations, in full and by the requested deadline, the Bank could be unable to solve the payment refusal favorably.

## **5. BANCA TRANSILVANIA'S RIGHTS AND OBLIGATIONS:**

### **5.1. Banca Transilvania, the issuer of business cards for companies / authorized individuals, has the following obligations:**

- 5.1.1.** To debit automatically the card account with all the transactions with cards linked to the respective account, as well as with the fees and commissions resulting from the use of the card;
- 5.1.2.** To proceed to the recovery of all its receivables resulting from the employer's payment obligations, in they are not paid on time;
- 5.1.3.** To establish and to modify the minimum required level of funds on the card account, the fees and commissions related to card transactions;
- 5.1.4.** To request from the company/authorized user/cardholder the receipt for the purchase of goods and services, the cash withdrawal receipt and the reversed transaction receipts, in order to remediate the operations incorrectly recorded on the monthly account statement / transactions report and claimed by the company/cardholder
- 5.1.5.** With respect to transactions carried out with business cards, the bank will not solve payment refusals unless initiated by the company/cardholder, in by the dispute deadlines laid down in Chapter 6 of these General Terms and Conditions.
- 5.1.6.** To withdraw the right to use business cards with respect to the companies whose employees use business cards abroad for other operations than cash withdrawals or purchase of goods and services, considered to be current FCY operations;
- 5.1.7.** To register the business card declared lost/stolen in the list of cards unaccepted for payment.
- 5.1.8.** To charge a fee according to the bank's decisions with respect to the payment refusals initiated by the company/cardholder and solved unfavorably.
- 5.1.9.** To destroy, respectively to cancel without prior notice sent to the company/cardholder all the cards which are not collected within 60 (sixty) days from the date of their (re)issue and to inactivate the card activation codes within 60 (sixty) days from the date of their (re)issue, without any notice to the card holder/card user who requested the code (re)issue.



**5.1.10.** If the Client's account is credited via the card and such operations cannot be justified by the operations performed with the card, the Bank may freeze the related amounts for investigation of the nature and origin of the received funds, until the situation is clarified.

**5.1.11.** To notify the client, through SMS messages sent to the phone number provided by the Client in the request for the issue of the credit/debit card, or, as applicable, to the phone number modified by the client for such card, with regard to situations, including without limitation: upcoming date of the card expiry and reissue upon expiry, the possibility to pick up the card from the BT unit, the card activation code, etc.

**5.1.12.** To immediately stop sending any messages to a contact detail (phone number/email address, postal address) declared by the authorized user of the company/business cardholder/company, which a third party refers to the bank or which the bank identifies as no longer belonging to the person who declared it.

## **5.2. Banca Transilvania, the issuer of business cards for companies / authorized individuals, has the following obligations:**

**5.2.1.** To freeze the card when declared by the company/card holder lost or stolen through the methods described under Article 3.10.1

**5.2.2.** To provide information regarding the use of cards at the request of the company / cardholder/user.

**5.2.3.** To ensure non-stop authorizing services for operations with business cards, unless prior instructions are given by the company about any restrictions imposed by the company for the use of the cards and/or the funds available on the card account (and opened in the name of and for the company);

**5.2.4.** To provide the company with monthly account statements (for the card related accounts) reflecting all the performed operations. The Bank shall provide an account statement to the cardholder only if the company grants to the cardholder the specific right to request account statements; Monthly card account statements reflecting all the operations performed are delivered to the company in the manner agreed with the bank: free of charge, at the bank's unit where the company holds the account (with respect to the month preceding the one in which the account statement was generated) and/or by electronic means (by e-mail or via the Internet Banking applications available for those companies which hold business cards and are also using such services provided by the bank, etc.) or by mail (on paper) delivered at the company's address against charges.

As concerns the cards attached to current accounts, the card account statement coincides with the general current account statement available at the bank's counters on paper and free of charge. If the company client requesting the business cards is also a user of the Internet Banking application provided by the bank, the monthly account statements may be accessed via this application (free of charge, with no extra costs for viewing account statements).

In addition to the account statement, the Bank provides the persons holders of business cards, with monthly transaction reports that contain information only about the transactions made with one's own business card: reference which allows for the individual identification of each operation, the operation value in the account currency in which the report was generated, the commissions / fees related to the operations performed by the client and recorded on the account / other related fees and commissions, 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. The transaction reports are delivered in the manner agreed with the bank: free of charge, by electronic means (by e-mail or via the Internet Banking applications available for those companies which hold business cards and are also using such services provided by the bank, etc.) or by mail (on paper) delivered at the company's address against charges. Business card account statements and transaction reports shall be delivered by e-mail at the company's e-mail address. If, for reasons not attributable to and independent of the bank's will, the card accounts statements / transaction reports are not received in due time, the company may obtain the necessary information regarding card transactions from the bank.

**5.2.5.** To inform the company/card users/holders 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. In case of changes in the contract provisions and / or clauses, the Bank shall notify the company and the company shall reply in 60 (sixty) days with regard to the acceptance or rejection of the new conditions. If, by the end of this period, the client does not notify the Bank about its option in writing, it shall be deemed to have accepted the amendments. The Bank must notify the company about any changes in the fees and commissions by letter and only possibly by means of electronic communication (e-mail, facsimile, etc.) in accordance with the terms and conditions provided by the law.

**5.2.6.** To credit within maximum 24 hours the business card accounts with all the amounts resulting from cash supply on the accounts, including with the due monthly interest.

**5.2.7.** To replace, at the request of the company's legal representative, the business cards declared lost, stolen, demagnetized or damaged by charging the fees and commissions to the company.

**5.2.8.** 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 company's / user's failure to carry out any obligation under this agreement and/or in situations beyond the control of the bank (for example, without limitation, the introduction of the wrong PIN/activation code, 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).

**5.2.9.** The Bank is liable towards the company / holder for the non-performance or improper performance of the card transactions, if the improper performance is due to the malfunctioning of the instrument, device, terminal or any other equipment of the card issuing Bank, provided that such malfunction is not due to the company's / user's / holder's fault;

**5.2.10.** The Bank shall not be held liable for the indirect damages suffered by the Client that can include, without limitation, loss of profit, business, business opportunities, goodwill, anticipated gain, as well as loss of the Client's reputation and/or image.

## **6. LIABILITY FOR THE EXECUTION OF PAYMENT TRANSACTIONS. PAYMENT REFUSAL. PROCEDURE**

### **6.1. Payment Refusal for unauthorized operations or operations incorrectly executed by the Bank.**

**6.1.1.** If the Company/Card User becomes aware that a payment transaction has been unauthorized or incorrectly executed, the Card User shall dispute the payment transaction within a maximum of 60 (sixty) calendar days of becoming aware of the transaction, but no later than 13 months from the date when the account is debited.

**6.1.2.** The transaction shall be deemed acknowledged when: (i) the Bank sends a monthly account statement / transaction report; (ii) the Holder / User views the transactions on the account via the Bank's applications that allow this; (iii) the Holder / User receives an information SMS, if the Holder / User has opted for this service; (iv) the Holder / User is informed via the Bank's units or Contact Center; (v) the Holder / User receives a notification of the existence of debts generated by unauthorized transactions / operations; (vi) the Holder / User receives any information, on any medium / channel, through which the Holder / User has become aware of the transaction. The Bank shall not be held liable if the client fails to check the electronic mail or the physical mail sent to the mail address declared to the Bank or if the client does not receive the monthly account statements and/or transaction reports sent in electronic format for reasons other than the Bank's fault (e.g. exceeding the maximum storage capacity of the mailbox, failure to update the bank's records with the e-mail address / registered office address, etc.). In such cases, the mail shall be deemed to have been received upon the transmission by the Bank of the electronic and/or letter mail, and any exceeding of the time limit for objection indicated in Article 6.1.1. cannot be imputed to the Bank.

**6.1.3.** The payment refusal can be initiated wither by the card user /holder or by the legal representative of the company in relation to the Bank.

**6.1.4.** In the case of an unauthorized transaction, for which the Card holder/user has not expressed his/her consent, as defined under Articles 3.6. - 3.7. and for which the User/Holder/representative stated in Article 6.1.3. has initiated a payment refusal within the period laid down in Article 6.1.1, provided he/she has met his/her obligations under these General Terms and Conditions, the Bank shall return the amount of the unauthorized transaction to the payer. In these situations, the Bank will restore the debited payment account to the situation it would have been in if the unauthorized payment operation had not been carried out. The repayment shall be made immediately or at the end of the next working day, after the day on which the Bank has identified or has been notified with regard to such operation, unless the Bank has reasonable grounds to suspect that a fraud has been committed by the payer.

**6.1.5.** If the Bank can prove, after having returned the amount of the unauthorized payment transaction under Article 6.1.4, that the payment transaction was authorized by the Holder/User in accordance with the provisions of these GTC, the Bank is entitled to a refund of the returned amount.

**6.1.6.** In the case of an incorrectly executed transaction, if the User/Holder/Representative indicated in Article 6.1.3. has initiated the dispute procedure within the time limit provided for in Article 6.1.1., if the Bank is liable for the incorrect execution of the payment transaction, it shall return the amount of the payment transaction to the payer without undue delay and, if applicable, restore the debited payment account to the state it would have been in had the incorrect payment transaction not taken place.

**6.1.7.** 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, as well as the related fees, commissions, interest (if the holder/user 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 compliance with the applicable legal provisions.

**6.1.8.** The payment refusal does not mean that the transaction is cancelled or stopped from being settled. The provisions of Article 3.12. on the impossibility to stop the settlement of the transaction shall apply accordingly.

**6.1.9.** The Company/ card 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 EUR 30 (thirtyeuro), at the NBR exchange rate applicable on the day of the operations considered to be fraudulent. The company / Card holder is fully liable for all the damages, if he/she or the card user has acted fraudulently, in bad faith or has not respected one or more obligations under these GTC, intentionally or by gross negligence.

The liability of the company/ cardholder is assessed especially under consideration of the nature of the customized safety elements of the payment instrument/mobile phone on which the payment application is installed and the circumstances in which it was lost, stolen or used in an unauthorized manner.

## **6.2. Payment refusal for payment operations authorized by the Holder/User and correctly executed by the Bank, for reasons independent of any fault of the Bank.**

**6.2.1.** The provisions of this Article 6.2 shall apply if the Holder/User disputes a/certain payment transaction(s) authorized by the Holder/User and correctly executed by the Bank, for reasons independent of any fault of the Bank, such as, but not limited to: the merchant has not delivered the goods/services purchased by the Holder/User, the goods/services have been paid for by other means, their quality/characteristics do not correspond to the description given to the Holder/User at the time of the purchase, cancelled orders/services, the payment has been duplicated for reasons independent of the Bank's fault, recurring payments made at the Merchant's initiative in the case of subscriptions cancelled by the Holder/User, etc.

**6.2.2.** The payment refusal can be initiated wither by the card user/holder or by the legal representative of the company in relation to the Bank.

**6.2.3.** The Holder/User understands and accepts that the dispute initiated under this Article 6.2 does not represent a guarantee on the part of the Bank to recover the amounts of the disputed payment transaction(s) and declares that, in the event of an unfavorable resolution of the initiated payment refusal, it shall not pursue the Bank for the recovery of the amounts of such transaction(s). The payment refusal initiated under Article 6.2 shall not equal the cancellation of the transaction or the stopping of its settlement, whereby the provisions of Article 3.12 regarding the impossibility to stop the settlement of the transaction apply accordingly.

**6.2.4.** The Holder / User understands and accepts that payment refusals initiated under the provisions of this Article 6.2 shall be dealt with in accordance with the regulations of the Visa / Mastercard Card Organizations, subject to the specific deadlines and procedures set out in these regulations. For this purpose, the Bank may request different information and documents from the Holder / User and/or may request the Holder/User to carry out certain actions meant to help with the resolution of the payment refusal.

**6.2.5.** As per the provisions of Article 6.2.4, the Holder / User / representative indicated in Article 6.2.2 shall initiate the payment refusal within 90 days from the transaction date, so that the Bank can analyze the refusal and obtain from the Holder/User/representative all the documents and information necessary to initiate the proceedings for the recovery of the amount on his/her behalf, within the time limits provided for in the regulations of the payment organizations for the initiation of these recovery procedures.

**6.2.6.** The Holder/User understands that the time limit within which the Bank may initiate the recovery proceedings on behalf of its clients is a general time limit, provided for in the Visa/Mastercard Card Organizations' regulations, and that there may be specific situations where, depending on the specifics of the transaction, different time limits may apply. The Holder/User understands that these deadlines may differ for reasons not attributable to the Bank and declares that he/she undertakes to check the account statements immediately upon receipt, in accordance with the provisions set out in the general part of these General Terms and Conditions, in order to be able to dispute the transaction by means of a payment refusal as soon as possible after becoming aware of it. If the Client exceeds the deadline for disputing the payment transaction, the Client shall exonerate the Bank from any liability.

**6.2.7.** Once a dispute is initiated in the Visa/Mastercard systems at the request of the Holder/User, such dispute can no longer be cancelled and it shall follow through in accordance with the regulations of the Card Organizations.

**6.2.8.** The Bank shall inform the Holder/User about the answer regarding the resolution of the payment refusal upon the completion of the procedures carried out in accordance with the rules established by the Card Organizations mentioned above.

For transactions performed at the Bank's ATMs, POSs installed at the Bank's counters and at retailers, as well as the virtual terminals (e-commerce) owed by the Bank, the answer regarding the resolution of the payment refusal shall be communicated to the Holder/User no later than 30 (thirty) working days as of the registration of the payment refusal.

For settled transaction performed at the terminals of other banks, the Bank shall provide the Holder/User with the answer regarding the resolution of the payment refusal no later than 120 calendar days as of the registration of the payment refusal, as this is the time period required for the recovery proceedings in accordance with the regulations of the Card Organizations. If the answer does not account for a final solution, the resolution period is extended according to the applicable national and international rules and regulations regulating card transaction disputes, while informing the Holder / User about the new status of the refusal and on the maximum estimated resolution term.

**6.2.9.** If the amount of a disputed payment operation is frozen on the Client's account at the time when the payment refusal is initiated, a possible early release of such amount at the Holder's/User's request does not rule out the possibility of a subsequent settlement of the amount related to the payment operation. In the case of the subsequent settlement, if the payment refusal has been favorably solved, in order to restore the debited payment account to the situation it would have been in had the payment operation not been made, the proceedings for the recovery of the amount from the merchant / acquiring bank shall be initiated at the client's request, and the Client's account shall be credited with the amount debited after the settlement when the undertaken proceedings are successfully completed.

**6.2.10.** If the funds cannot be recovered, the Bank shall provide the Holder/User with all the available information, relevant to the payer, so as to enable the client to take legal action for the recovery of the funds from the merchant.

**6.2.11.** If the payment refusal is unfounded, it shall receive an unfavorable resolution and the related fee shall be charged in accordance with the applicable *List of fees and commissions*.

## **7. CARD SUSPENSION OR WITHDRAWAL**

**7.1.** In case of fraudulent transactions by the willful intent of the company/ card 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 company / card user:

- to refuse the authorization of the transactions performed with the card involved in the performance of the fraudulent transaction(s), as well as the ones performed with other cards issued for his/her account;
- to block the card involved in the fraudulent transaction(s), as well as other cards issued for the company's account;
- to refuse the issue of a new card or the replacement of the card, unless the company consents to assume the financial liability for the transactions performed with the card by that time.

Blocking the card resides in the action performed by the Bank in order to stop the use of a card, without the closing of the account to which the card is attached.

The Bank reserves the right to report the company/ card user who has acted in such manner, to the responsible institutions and authorities, not to issue another card and to withdraw any other cards issued by the Bank.

**7.2.** If there are suspicions of using a card without the company'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 company/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.

The Bank shall notify the company / card holder/user (by any available means: phone, fax, email, letter) after the implementation of specific measures.

**7.3.** The Bank reserves the right to limit/suspend the card use and to freeze the amounts in the cardholder's account in such cases as foreclosure, seizure, other legal provisions, etc.

**7.4.** 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 company's initiative and two months 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.

**7.5.** 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 company / card user;
- The company/card user fails to notify any modification of their personal data;
- The client 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 client does not cover the debit by the deadlines provided in these GTC and in the notification sent by the bank;
- The Company / card user violates these GTC.

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

## **8. DURATION AND AMENDMENTS**

**8.1.** The herein agreement regarding the issue and functioning of business cards is valid for 5 (five) years from the date of signing the card issuance application. It is automatically extended for periods equal to the initial validity period, if the following conditions are cumulatively fulfilled:

- the company 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 transactions with the business cards issued at the company's request have been 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 company/card holder /user has observed their obligations assumed under this agreement.

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

**8.2.** The Bank may change the herein clauses at any time, as a result of subsequent legal provisions that are likely to modify the agreement as of right, through a written notice to the company at its address, in compliance with the terms provided under Article 5.2.5.

**8.3.** The company agrees that during the validity period of the agreement 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.

## **VIII.2. TERMS AND CONDITIONS FOR THE SMS ALERT SERVICE FOR BUSINESS CARDS**

### **1. DEFINITIONS:**

**SMS Alert Agreement:** the application form (the unique application form or the form specific to the SMS Alert subscription application form, or the request over the phone via the Call Center, as applicable) containing the request for the SMS Alert service, signed by the company through the persons mandated to represent it in relation to the bank, and authorized by the bank, together with the Terms and Conditions for the SMS Alert service for business cards.

## **2. 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.

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

- 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/automated payment machines
- Voice authorization transactions from the call center (imprinter - VOICE /MOTO)
- Card blocking / unblocking performed by the call center
- Card pre-authorization transactions at the POS, both in the country and abroad
- Card pre-authorization transactions on the Internet, both in the country and abroad
- Account interrogation at the POS
- Reversed/cancelled transaction
- Upon the activation / deactivation of the SMS Alert Service

No SMS is sent for transactions performed offline. No SMS Alert SMSs are sent to phone numbers abroad.

The phone number mentioned in the subscription form can be modified any time, at the client's express request, through any of the methods below:

- in every BT unit, by filling out and signing the dedicated form for the modification of the phone number used for the SMS Alert service.  
The form for the modification of the phone number must be separately filled out and signed for every card for which the Client requests the modification of the phone number used for the sending by the bank of the SMS related to this service.
- by calling BT's call center, where the operator can be requested to modify the phone number used for the SMS Alert service, separately for every card for which such modification is intended;

The phone number is automatically updated by its updating in the Request for the opening of the contractual relationship and purchase of banking products/services or the Request for the modification of data / account rights.

## **2. FEES AND COMMISSIONS**

The fees and commissions payable for this service are set according to BT's decision in force as at the date of charging such fees and commissions.

The equivalent of the service shall be debited from the Beneficiary's card account on a monthly basis, upon the agreement anniversary.

The amount of the prestart service is paid by the client to the bank on a monthly basis, regardless if the card was used or not for transactions during the respective month, starting with the month of agreement signing, irrespective of the number of days in which the service was active in that month. The equivalent of the service 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.** Based on the SMS ALERT agreement, the Beneficiary of this service mandates Banca Transilvania to send SMS's for the performed transactions without any other additional instructions;

**3.2.** The Beneficiary must notify the Bank in writing with regard to any modification of their identification data and of any other data supplied via this agreement, as soon as such modifications occur.

**3.3.** The Beneficiary 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 subject matter of the SMS Alert agreement cannot be performed due to the Beneficiary's fault (incorrect identification data, etc.), the beneficiary shall continue to owe the monthly subscription 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 beneficiary 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.

**3.8.** The Bank shall not be held liable for the client's failure to receive the SMS messages related to the service if the Client has declared a wrong phone number, or for the receipt of such messages by another person who actually uses the phone number declared by the Client for this service, at any time during the period of the SMS Alert agreement.

#### **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 agreement period, the Beneficiary shall be notified 30 (thirty) days in advance of their entering into force. The Beneficiary 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. VALIDITY OF THE SMS ALERT AGREEMENT:**

The SMS Alert agreement is valid for one year, starting from its signing date and is automatically extended, unless one of parties terminates it. The agreement shall be automatically extended when the card subscribed to this service is reissued.

#### **6. TERMINATION OF THE SMS ALERT AGREEMENT**

**6.1.** The SMS ALERT agreement 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 Beneficiary may unilaterally cancel the SMS ALERT agreement at any time following service activation, without having to pay any penalty fee or any other tax, but only with the prior fulfillment of the obligation to pay the full value of the service for the current month. For this purpose, the Beneficiary must visit the bank and fill in the form provided by the bank in this respect.

**6.3.** The Bank may unilaterally cancel the SMS ALERT agreement, provided that the Beneficiary is notified in writing, 30 days prior to the proposed termination date.

**6.4.** The Bank may request the termination of the agreement, if the Beneficiary does not fulfill any of its obligations.

**6.5.** The Bank reserves the right to terminate the SMS Alert 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 Beneficiary may request the termination of the SMS ALERT agreement in case the bank does not start to provide the services (in the absence of justifiable reasons) or does not resume the supply of suspended service by the deadline established for the resumption of the services.

**6.7.** The termination request (notification) of the SMS ALERT agreement for 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 days from the notification date the notified party does not have any objections regarding the reason for termination stated in the notification, in order for the parties to initiate an amicable settlement and to resume the agreement, this shall be deemed as accepted and the Bank shall proceed accordingly.

**6.8.** The Bank reserves the right to terminate the SMS ALERT agreement, in a maximum period of 30 (thirty) days following the emergence of circumstances which could not be foreseen at the date when the agreement was signed and which may lead to the modification of the clauses in **the Terms and the 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 tax related to the provided service, until the date of its unilateral cancellation / termination.

## **7. COMMUNICATION**

All the notifications and correspondence between the parties must be made through the means stipulated in the GTC.

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

**8.1.** These **Terms and Conditions for the SMS Alert service for business cards** 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.

**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 the information and the transmission thereof through this service. The Bank shall not be held liable in terms of confidentiality, unless it is established that the confidentiality breach is caused by its negligence.

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

## **VIII.3. TERMS AND CONDITIONS FOR THE BT ALERT SERVICE**

### **1. DEFINITIONS:**

**BT Alert Agreement:** the application form (the unique application form or the form specific to the BT Alert subscription application form, as applicable) containing the request for the BT Alert service, signed by the company through the persons mandated to represent it in relation to the bank, and authorized by the bank, together with the Terms and Conditions for the BT Alert service.

**BT Alert** is a service provided by the Bank, by which the Bank’s company clients shall be informed in real time on the existing situation of the current accounts and/or seizure-related accounts set to this service. All the notification types shall be sent daily, between 8 a.m. and 8 p.m., and the collections credited on such accounts outside this time span, shall be notified at the beginning of the next time span. Notices related to BT Alert are sent via SMS, at the phone number declared by the Client for this service.

**Situations in which the Bank will send text messages related to the BT Alert service:**

- Daily balance at 9 a.m. and/or 12 a.m. depending on the option selected by the client.
- Collections credited on the selected current accounts and/or record accounts, considering the minimum collection amount for which the sending of the notification is requested.
- Notifications regarding cheques/promissory notes/bills of exchange received for payment, as the information is available to the bank. The notices shall be sent for intra-bank and inter-bank, electronically settled cheques/promissory notes/bills of exchange received for payment;
- Debt instrument payment refusals: these notifications shall be sent for each cheque/promissory note/bill of exchange that is totally or partially refused, as and when such information is made available to the Bank.
- Payments: these notifications shall be sent for the debiting operations by payment order / cheque / promissory note/bill of exchange from the current accounts selected by the client and in accordance with the minimum transaction amount for which the notification is requested.

Text messages are sent automatically, using the phone numbers declared for the BT Alert service, as soon as the bank receives the previously mentioned information.

The phone number mentioned in the request / subscription form can be modified any time, at the client’s express request, through any of the methods below:

- in every BT unit, by filling out and signing a new BT Alert agreement;



- by calling BT's call center, where the operator can be requested to modify the phone number used for the SMS Alert service

The number is automatically updated by its updating in the Request for the opening of the contractual relationship and purchase of banking products/services or the Request for the modification of data / account rights.

## **2. CLIENTS' OBLIGATIONS**

The Client undertakes to announce the bank if the client notices that the notification service has not been activated by the deadline laid down in this agreement.

The Client undertakes to immediately notify the Bank on any data modifications that could affect the confidentiality or integrity of the information sent via the herein described services.

The Client shall be liable for the accuracy of the information sent to the Bank.

The Client authorizes the Bank to debit the Client's current account with the equivalent of the fees and commissions due in accordance with Article 4.

## **3. BANK'S OBLIGATIONS**

The Bank undertakes to send the information requested by the Client only to the explicitly indicated phone numbers, in accordance with Article 2 herein.

The Bank undertakes to activate the notification services requested by the Client within maximum 24 h as of the signing of BT Alert Agreement.

The Bank undertakes to send to the Client notifications of the available balance, collections and payments on/from the account by payment order/cheque/promissory note/bill of exchange received for payment and/or debt instrument payment refusals made available to the Bank as of the activation date.

## **4. FEES AND COMMISSIONS**

The Client owes the Bank the fees and commissions payable for the provided service according to BT's decision in force at the date when the fees and commissions are charged.

The List of Fees and Commissions is available to the Client in any unit of Bank or on Banca Transilvania's official website.

The fees and commissions related to the services provided pursuant to this agreement shall be charged on a monthly basis, from the specified current account, at the anniversary of the activation of the notification product.

The requested type of subscription is BT Alert 40 SMS / BT Alert 80 SMS, depending on the client's option.

For additional notices that are not included in the subscription, an additional fee shall be charged in accordance with the BT's decision, in force at the fee charging date.

The Bank may unilaterally modify the value of the fees/commissions charged for the services provided pursuant to the BT Alert agreement, and the new values shall be communicated to the Client displayed at the bank's units and/or via SMS, before the entering into force thereof.

If the Client renounces this service, the subscription for the current month shall be charged on the service deactivation day.

## **5. LIMITATION OF LIABILITY**

5.1. The Bank shall not be held liable towards the Client for the late receipt of the notifications, unless it is demonstrated that the Bank has culpably violated the obligations assumed in the herein agreement.

5.2. The Bank shall not be held liable towards the Client for the cases in which the information communication channels are accessed by persons not authorized by the bank and/or the client.

5.3. The Bank shall not be held liable for the client's failure to receive the SMS messages related to the service if the Client has declared a wrong phone number, or for the receipt of such messages by another person who actually uses the phone number declared by the Client for this service, at any time during the period of the BT Alert agreement.

## **6. FORCE MAJEURE**

Any circumstance, beyond the parties' control and irremediable, which occurs after the signing of this

agreement and prevents the performance hereof, deemed a case of force majeure in accordance with the applicable Romanian legal provisions, exonerates the party invoking it from its liability, in total or in part. The invoking party must notify the other party, in writing, within 1 day, on the occurrence of the event of force majeure and must provide evidence by means of the certificate issued by the Romanian Chamber of Commerce and Industry or another legally authorized authority, within 5 days as of the notification of the event.

If the event of force majeure continues for more than 3 months as of the notification date, the parties may decide to go on with the performance of this agreement or to terminate it, without any claims for damages.

## 7. CONFIDENTIALITY

Throughout the period of this agreement, each party shall treat all the received information or data (either directly related to this agreement or related to the other party), irrespective of the form thereof and the way they were obtained, as strictly confidential, under the sanction of termination of this agreement and of claims for the damages incurred by the other party as a consequence of the breach of this clause.

The confidentiality clause obliges the party receiving such information not to disclose it to third parties, under any circumstances and in any form, except for the situations provided for in the mandatory rules of the law.

## 8. FINAL PROVISIONS

This agreement shall enter into force at its signing date, is valid for a period of one year and shall be extended ipso jure if none of the parties terminates it subject to a prior notice to be sent at least 10 (ten) days before the expiry of the contractual period.

As of the entering into force of this agreement, all the previous agreements with the same scope shall cease to be effective.

This agreement can be modified with the parties' consent.

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.

Any of the parties may terminate this agreement unilaterally, in writing, subject to a 10-day prior notice sent to the other party, unless otherwise agreed by the parties.

Possible disputes arising from the interpretation or performance of this agreement will be amicably solved by the parties, or, if this is not possible, by the competent courts of law, in accordance with the Romanian legislation.

## VIII.4. TERMS AND CONDITIONS FOR THE USE AND PERFORMANCE OF BANKING TRANSACTION THROUGH THE NeoBT / BT24 INTERNET BANKING APPLICATION/BT Go

### 1. DEFINITIONS

**Bank** - Banca Transilvania, providing its Clients with IT services called NeoBT / BT24/BT Go Internet Banking and Mobile Banking.

**Online internet banking app** - NeoBT / BT24 / BT Go (internet and/or mobile banking).

**NeoBT / BT24 / BT Go online internet banking application** - the internet and mobile banking app 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 NeoBT / BT24 / BT Go application is installed from online Android and IOS dedicated stores.

Details about NeoBT / BT24 / BT Go are available on [www.bt24.ro](http://www.bt24.ro), [www.neobt.ro](http://www.neobt.ro), [www.BTGo.ro](http://www.BTGo.ro)

**Client** - Legal Person, having an account opened with the Bank and requesting the activation of the NeoBT / BT24 / BT Go internet banking service either online or directly via the Bank's units.

**User(s)** - the client or the person(s) legally authorized by the Client to perform banking operations on the Client's behalf, provided that the signature specimen of these persons have been submitted to the Bank and if the following conditions are cumulatively met:

- to these persons, the bank has previously applied the know-your-customer measures;
- these persons have provided the Bank with a mobile phone number and an e-mail address;
- these persons have been mandated by the account holder with the rights to use/operate and authorize certain transactions on all the account holder's accounts.

**NeoBT / BT24 / BT Go service activation request:** the form through which the activation of the service is requested, filled in either on hard copy (at the bank's offices) or electronically (for those customers applying online).

**NeoBT / BT24 / BT Go internet banking agreement** - the file consisting of the NeoBT/BT24/BT Go activation request and the *Terms and Conditions for the Use and Performance of Banking Transaction via NeoBT / BT24 / BT Go internet banking* included in the GTC for companies.

**NeoBT/BT24/BT Go Contact Center** - assistance and general information for the NeoBT/BT24/BT Go **internet banking** users, by phone, e-mail or other means of communication.

**Secure messaging** (only for NeoBT / BT24)- encrypted means of communication between the user and the bank, ensuring the identification of the message sender and of the message recipient.

**Phishing messages:** messages which appear to be sent by the bank or by another company or person enjoying good reputation in order to obtain confidential data from the receiver, such information allowing card usage or the access to internet-banking applications.

**SMS OTP (one time password)** - method residing in the automatic delivery by SMS to the phone number declared in the activation request for the **internet banking** NeoBT / BT24/ BT Go service, of certain temporary passwords with limited validity, which can be used to access and sign the operations.

**Token** - a physical or electronic device that enables the access to the NeoBT / BT24 internet banking application and generates random unique codes that are to be entered by the users both for the login in the NeoBT / BT24 internet banking application and for the authorization of the transactions performed via this application. This device, in its physical form, is owned by the Bank and may be blocked/reactivated or reclaimed unilaterally by the Bank at any time, for those cases and under the conditions stipulated in the herein agreement.

## **Chapter II. CONDIȚII PRECEDENT**

**2.1.** In order to use the internet banking NeoBT / BT24/ BT Go application, the Client is responsible for the purchase of the necessary hardware and software (computer and smartphone with a functional operating system including an internet browser), the related licenses and the Internet connection.

The minimum versions required for the access to the Neo BT / BT24/ BT Go internet banking application are the last versions supported by the browser and operating system providers.

Due to the multitude of possible combinations between operating systems and internet browsers, but also due to their different functioning caused by specific features, the Bank does not guarantee full compatibility for each type of internet browser in current or later versions. The Bank shall permanently search to develop alternatives in order to make possible the connection with current or later operating systems and internet browsers, other than those mentioned above. The Client/user shall be informed on such updates by any of the communication channels available to the Bank.

**2.2.** In order to use internet banking NeoBT / BT24/ BT Go application, the Client must have installed the most recent licensed versions of the operating programs/operating systems and of the antivirus programs, as well as of the IT programs for the protection of the electronic equipment (antivirus, anti spy, firewall etc.). Likewise, the user must not download on the electronic equipment software from unidentified / unofficial sources or programs / applications without a license, bearing full responsibility in this regard.

The Bank is not responsible for any hardware / software used by the customer / user, as these equipment are outside the control of the Bank.

The Bank is not responsible for the malfunction of the NeoBT / BT24/ BT Go internet banking application, due to the equipment / software, etc. used by the user.

At the same time, the user represents and understands that in the transmission of information through IT networks there is the risk of phishing attacks, by which third parties try to illegally obtain information regarding the user's authentication data, to access the user's and/or the client's information, and to destroy / modify the content of the orders transmitted online by the user. By using the Neo BT / BT24/ BT Go internet banking application, the Client assumes the risks of phishing attacks targeted both him/her and the users authorized by him/her to access the application.

The Bank shall not be held liable for the failure/malfunction of the application for reasons related to the functioning of the electronic equipment of the user through which the NeoBT / BT24/ BT Go internet banking application is accessed.

**2.3.** The Bank does not have any obligation regarding the installation, maintenance, servicing or setup of the equipment used to access the NeoBT / BT24/ BT Go internet banking application.

**2.4.** The Bank shall not be held liable for possible errors that might occur during the use of the internet banking NeoBT / BT24/ BT Go application, due to certain faults, errors or the violation of the legal provisions for the use of services, in general and the use of telecommunication services, in particular.

**2.5.** According to the Client's option, the Bank shall provide the Client either with the Internet Banking application or with the Internet Banking & Mobile Banking service package.

**2.6.** The terms and conditions for the safe use of the NeoBT / BT24/ BT Go internet banking application can be accessed on the website [www.bancatransilvania.ro](http://www.bancatransilvania.ro).

### **3. SUBJECT MATTER OF THE NeoBT / BT24/ BT Go Internet Banking application**

**3.1.** The subject matter of this agreement resides in the access to the NeoBT / BT24/ BT Go internet banking application in order to use all the available features, both by the clients and by the users designated by them. The typology of the operations / other facilities available through the NeoBT / BT24/ BT Go internet banking application is presented in the working instruction/manual of each application.

### **4. ACCESS TO THE NeoBT / BT24/ BT Go internet banking APPLICATION**

**4.1.** The functionalities, work instructions, the terms and conditions for the safe use of application can be accessed on the website [www.neobt.ro](http://www.neobt.ro), [www.bt24.ro](http://www.bt24.ro) or [www.BTGo.ro](http://www.BTGo.ro)

**4.2.** The user accesses the Neo BT / BT24 / BT Go internet banking application according to the authentication method chosen by the client, from the methods made available by the Bank at the agreement signing date (SMS-OTP, token) identified by the moment when these *Terms and Conditions* are accepted (either by signing the NEO BT request in the Bank's unit or upon the first access to the Neo BT / BT24 internet banking application).

**4.2.1.** In case of SMS-OTP authentication, the user inserts on the application log-in page an identifier (user ID) supplied by the Bank and a temporary password which must be changed upon first log-in; subsequently, a unique log-in and operation authorization password code will be received via SMS, at the phone number declared in the activation request for the NeoBT/BT24/BT Go internet banking service.

**4.2.2.** In case of token authentication, the user inserts on the application log-in page an identifier (user ID) supplied by the Bank and the unique code generated by the token. The token PIN code is initially selected by the client, whereas the unique log-in and signing password code is subsequently generated by the token.

**4.2.3.** If the Client has a token as authentication method, the Client will be charged the equivalent amount of the token, as stipulated in the bank's list of fees and commissions applicable at the date when the occurrence of the following situations is notified/acknowledged at/by the Bank:

- a.- the client returns to the Bank the token non-functional due to the Client's fault;
- b. - the client does not return the token to the Bank;

- c. - the client blocks the token permanently – the device is no longer functional because it was temporarily blocked for 3 times;
- d. - if the Bank inactivates the Client because has not accessed the application for a period of 3 months or has accumulated outstanding debts. In such case, the client will be notified in writing in order to come at the bank and return the token, and if the client fails to respond to the bank's notification within 10 (ten) days, the bank is entitled to charge the token equivalent amount.

The client authorizes the bank to debit his/her account with the equivalent amount of each token device in any of the abovementioned situations.

**4.2.4.** The user has the obligation not to disclose to other persons the authentication details for the Internet Banking NeoBT / BT24 / BT Go application and bears the full responsibility for the confidentiality of such data, so that the application cannot be used with the user's data by third parties. If the user becomes aware or suspects that his/her authentication data for the Internet Banking NeoBT / BT24 / BT Go application have become known to other persons or that they are used without his/her consent, the user has the obligation to immediately inform the Bank and request the change of the authentication data and / or the temporary suspension of the access to application. The user shall inform the Bank without delay about the moment when he/she became aware that the authentication data have come into the possession of a third party and if there has been any unauthorized use of the application.

**4.2.5.** The user has the obligation to log out of the application upon the completion of the banking operations / use of the facilities in the Neo BT / BT24 / BT Go internet banking application. The Client shall be responsible for all the damages he/she could incur due to the failure to observe of the abovementioned obligations.

**4.2.6.** The Client declares that no operation carried out through his/her accounts through the Internet Banking NeoBT / BT24 / BT Go application will violate the legal provisions on the prevention and combating of money laundering and assumes full responsibility regarding the lawfulness and legitimacy of the performed operations. At the same time, the client undertakes to provide the Bank with all the supporting documents requested by BT, the National Bank of Romania or another competent authority. If the Client refuses / does not provide the information / supporting documents requested by the Bank, the Bank has the right to suspend the provision of the service until the situation is clarified.

## **5. FEES AND COMMISSIONS RELATED TO THE NeoBT / BT24 INTERNET BANKING APPLICATION**

**5.1.** The costs for the use of the internet banking NeoBT / BT24 / BT Go application, as well as the fees and commissions charged for the banking operations performed by the user via the app, other facilities available through NeoBT / BT24 / BT Go, shall be charged according to the List of interest rates, fees and commissions in force, annex to the Bank's *General Terms and Conditions for Companies*, which are made public in all the Bank's units and by posting in the Internet Banking NeoBT / BT24 application, in the Terms and Conditions section.

The modification/update of the fees and commissions for payments initiated via the Neo BT / BT24- / BT Go internet banking application shall be communicated to the client in accordance with this agreement.

**5.2.** The Bank is authorized to debit the Client's accounts in order to cover the fees and commissions due to the Bank. The subscription / other charges are debited from the RON current account (main), and the fees and commissions related to the operations are charged from the account from which the transaction has been initiated. The fees and commissions negotiated individually or those contained in the customized offers will prevail in case of conflict with the standard fees and commissions provided for in the applicable List of interest rates, fees and commissions, annex to the GTC - Companies.

## **6. PARTIES' RIGHTS AND OBLIGATIONS**

### **6.1. BANK'S RIGHTS AND OBLIGATIONS**

**6.1.1.** The Bank is authorized by the Client to carry out, in the name and on the account and sole responsibility of the Client, the instructions received via the NeoBT / BT24 / BT Go internet banking application.

**6.1.2.** The Bank may refuse to perform the operations ordered by the users through the Internet Banking NeoBT / BT24 / BT Go application in any of the following situations: if the operations are suspicious, against the law, they cannot be properly justified, or if the Client's account is blocked on the grounds of a court order or any other enforceable decision;

**6.1.3.** The Parties agree that the Bank has the right to deactivate the user's access to the NeoBT / BT24 / BT Go internet banking application without prior notice, if the latter has not accessed the NeoBT / BT24 / BT Go internet banking application for a period exceeding 3 months and/or has accumulated outstanding debts. In this case, the Client shall be informed. In such case, by derogation from art. 10.5, the agreement will cease of right, without Court intervention.

**6.1.4.** The Bank has the right to restrict the user's access to the Internet Banking NeoBT / BT24 / BT Go application, if the user does not fulfill his/her obligation to submit to the Bank the supporting documents in all the situations when documents are required by law, within 10 calendar days since the payment date. Such access restriction applies until the respective documents are presented.

**6.1.5.** The Bank has the right to block the Client's access to the Internet Banking NeoBT/BT24 / BT Go application, when it has reasonable suspicions that the Client's identification/access data are used by unauthorized persons and/or in a fraudulent manner (including suspicions of "phishing" attacks).

**6.1.6.** The Bank undertakes to carry out the transactions requested by the user, based on the data sent through the Neo BT / BT24 / BT Go internet banking application.

**6.1.7.** The Bank has the obligation to inform the user as soon as possible, whenever the requested operation cannot be performed because of the violation of any applicable legal standard or because of any other circumstances that prevent the Bank from carrying out the operation.

**6.1.8.** The Bank has the obligation to provide the user with the *User Manual of the internet banking NeoBT / BT24 / BT Go application*, via the application or in hard copy at the client's request, or on another durable medium, as defined by law.

## **6.2. CLIENT'S/USER'S RIGHTS AND OBLIGATIONS**

**6.2.1.** The Cluster may instruct Banca Transilvania, through the Neo BT / BT24 / BT Go internet banking application, to perform certain types of operations, as they are or will be available.

**6.2.2.** The user is informed that the Bank will never request the user to disclose the authentication data for the NeoBT / BT24 / BT Go internet banking application. Moreover, if the user receives a request to disclose the authentication data for the application (even though apparently that request comes from the Bank), the user is informed that the request does not come from the Bank and that it should not disclose his/her data to the sender, in order to avoid a potential fraudulent action. If the user becomes aware that his/her authentication data have become known to an unauthorized third party, he/she must immediately inform the Bank.

**6.2.3.** The user has the obligation to connect to NeoBT / BT24 / BT Go internet banking, directly from the Bank's website [www.bancatransilvania.ro](http://www.bancatransilvania.ro) or by accessing the dedicated websites [www.bt24.ro](http://www.bt24.ro), [www.neobt.ro](http://www.neobt.ro) or [www.BTGo.ro](http://www.BTGo.ro), avoiding to use links displayed on third-party websites.

**6.2.4.** The Client may ask the Bank to cancel a payment instruction incorrectly transmitted for processing in the following conditions:

- the payment instruction must not have already been accepted in the Bank's electronic settlement system;
  - the payment, according to the instruction is not guaranteed by the Bank;
- The payment's beneficiary must express its consent regarding fund return, if necessary;

- technical errors in the NeoBT / BT24 / BTGo Internet Banking application.

In the first three cases, the Bank has the right to charge fees and commissions for the cancellation of the payment orders, according to the Bank's List of Interest Rates, Fees and Commissions.

**6.2.5.** The user may require special assistance from the Bank, provided that it relates exclusively to the removal or correction of potential errors of the application.

**6.2.6.** The Client has the obligation to notify the Bank in writing with respect to any change of his/her or user's identification data, as soon as such changes occur.

**6.2.7.** If the applicable legislation expressly stipulates the need to provide the Bank with the original documents underlying the transactions, the Bank will require the Client to file the supporting documents in original or notarized copy, as the case may be, at the bank's counters for all the situations in which the documents are requested based on the applicable legal provisions.

**6.2.8. (a)** The user is forbidden to carry out operations from the Neo BT / BT24 / BT Go internet banking application if he/she knows or should have known that he/she is not authorized to operate on those accounts, even though, from the technical point of view he/she is allowed to access the application. In acest caz, clientul permite bancii sa debiteze contul sau cu intreaga suma transferata neautorizat.

**(b)** The User undertakes to safekeep the device on which the payment application is installed/used, the device used for authentication purposes (token), as well as customized security features (such as, but not limited to, usernames, passwords, codes received via SMS, method of unlocking the device used for making/authorizing payment transactions, etc.), not to transmit or disclose them and to take all the necessary measures to prevent their use by other persons. The User assumes full responsibility for transmitting/disclosing their customized security features to other persons including as a result of phishing attempts (including as a result of granting access/control of the device on which the payment application is installed/used via software/applications that allow remote access/control of the device), which is gross negligence on their part.

**(c)** The User shall inform the Bank as soon as it becomes aware that a another person has become aware of their identification details (including where access data has been disclosed to third parties as a result of phishing attempts or as a result of granting access to / control over the device on which the payment application is installed / used via software / applications that allow remote access to / control over the device).

**6.2.9.** The user undertakes not to operate any modification whatsoever to the application, not to use images, texts, windows, or pages of the application for other purposes than those mentioned in this document. Furthermore, the user is not allowed to copy, duplicate, publish or share elements of the application such as those mentioned above, without the written approval of the Bank in this respect.

**6.2.10.** The Client has the obligation to ensure available and sufficient funds on its current account for the Bank to be able to charge the fees and commissions due and to process the banking operations ordered by the client via the application.

**6.2.11.** The user has the obligation to maintain in good condition the token device received from the Bank and to return it to the bank upon the termination of the agreement or at the Bank's express request.

**6.2.12.** If the user chooses the SMS-OTP method for the authentication in the NeoBT/BT24/BT Go internet banking application, the user must provide the bank with a correct and up-to-date phone number to be used for this purpose and to specifically request the bank to have such phone number modified if it is no longer valid. The modification of the phone number for the NeoBT / BT24 / BT Go internet banking service can be requested in any BT unit.

The number is automatically updated by its updating in the Request for the opening of the contractual relationship and purchase of banking products/services or the Request for the modification of data / account rights.

**6.2.13.** The user must make sure that the e-mail address to which the user wants to send certain transactions and/or account/card statements from the NeoBT / BT24 / BT Go internet banking application is correct and still valid.

## **7. PERFORMANCE OF OPERATIONS**

**7.1.** The consent for the processing of the payment orders is deemed expressed if, with the use of the confidential access date, the client clicks on the specific transaction confirmation buttons. The consent can be revoked until the bank receives the payment order for processing, at the latest.

**7.2.** The operations via the Neo BT / BT24 / BT Go internet banking application shall be performed by the Bank during the schedule provided in the "*Payment Guidelines/ Schedule*", which is available on [www.bancatransilvania.ro](http://www.bancatransilvania.ro)

**7.3.** Following the enforcement of the know-your-customer measures, the Bank may decide to limit cross-border payments made through the bank's online/internet banking products for a minimum period of 3 months after the account opening/product activation date. If the client has more than one internet banking/mobile banking product, the 3-month period shall be calculated by reference to the date of the first product of this type. Throughout this period, the client may carry out operations at the bank's counters.

## **8. LIABILITY**

### **8.1. BANK'S LIABILITY**

**8.1.1.** The Bank shall not be held responsible for the transaction requested by the Client via his/her representatives that have not been notified to the Bank in accordance with the provisions herein.

**8.1.2.** The Bank cannot be held responsible for damages caused by the inappropriate use of the application.

**8.1.3.** The Bank is not liable for the loss of profit, material or moral damages suffered by the Client.

**8.1.4.** The Bank shall not be held liable in the following situations:

- a) if the identification elements /token data are acknowledged by other person, as a result of negligence on the part of the user or certain correspondent banks.
- b) wrong data have been sent to the Bank via the communications network.
- c) if the client's IT system has been accessed by unauthorized third parties or has been highjacked(system access by other persons/hackers).
- d) if the user transmits/discloses customized security features as a result of phishing attacks (including as a result of granting access/control over the device on which the payment application is installed/used via software/applications that allow remote access/control over the device) or computer viruses on the customer's equipment.

**8.1.5.** The Bank shall not be held liable for the accuracy or truthfulness of any information, instruction or message, coming from the user or a third party.

**8.1.6.** The Bank shall not be held liable for the client's failure to receive the SMS-OTP messages related to the Neo BT / BT24 / BT Go internet banking service if the Client has declared a wrong phone number, or for the receipt of such messages by another person who actually uses the phone number declared by the Client for this service, at any time during the period of the Neo BT / BT24 / BT Go internet banking agreement.

**8.1.7.** The Bank shall not be held liable for the sending by a user of certain confidential information about his/her accounts/transactions via the NeoBT / BT24 / BT Go internet banking application to the e-mail addresses in the dedicated fields of the platform.

### **8.2. CLIENT'S /USER'S LIABILITY**

**8.2.1.** The Client agrees to and assumes all the consequences and risks for internet transactions as of the date of the internet NeoBT / BT24 / BT Go internet banking agreement.

**8.2.2.** The User assumes full responsibility for the failure to securely store the device on which the Payment Application is installed/used, the devices used for authentication (token), as well as for the transmission/disclosure of their customized security features to other persons, including as a result of phishing attempts (including as a result of granting access/control over the device on which the Payment



Application is installed/used through software/applications that allow remote access/control over the device), which is a case of gross negligence on their part.

**8.2.3.** The Client is responsible for the manner in which third parties use the service, in situations when such third parties are mandated at the Client's request, supporting all losses arising from it.

**8.2.4.** The Client is deemed responsible for the accuracy and the correctness of the information, instructions and other messages sent to the Bank via the NeoBT / BT24 / BT Go internet banking application, both by the Client and the users.

**8.2.5.** The Client is responsible for the accuracy and correctness of the information provided about the person he/she wishes to mandate as users of the Internet Banking NeoBT / BT24 / BT Go application for his/her accounts, as well as for the prior information of the said persons about the granted rights.

**8.2.6.** The User is responsible for the provision of a correct and valid phone number required for the sending of the SMS-OTP messages throughout the duration of the Neo BT / BT24 / BT Go internet banking agreement.

**8.2.7.** The User must make sure that the e-mail address to which he/she wants to send certain transactions and/or account/card statements from the NeoBT / BT24 / BT Go internet banking application is correct and still valid.

## **9. SUSPENSION OF ACCESS RIGHTS NeoBT / BT24 / BT Go INTERNET BANKING APPLICATION**

**9.1.** The suspension of the access rights to the application and the effective blocking of the user takes place if the user loses/forgets the password (notifying this to the Bank) or types a wrong ID/password for three times consecutively, or enters a wrong PIN for 5 times consecutively in the Token related to the BT24 application, or enters the wrong PIN for 3 consecutive times in the Token device related to the NeoBT application.

At the same time, the Bank shall be able to suspend the access rights if the Client does not update the data of the client or of the users designated for this purpose.

**9.2.** In all situations, the Client has the possibility to request the account unblocking by the bank, provided that the provisions regarding communication between the parties are observed. The Client's access shall be blocked whenever the Bank considers that access data has been compromised, or illegal operations have been initiated, or the justifying documents required by applicable regulations or other documents, requested by the bank have not been submitted, or the initiated operations are deemed to be suspicious.

## **10. TERMINATION OF THE NeoBT / BT24 / BT Go INTERNET BANKING AGREEMENT**

**10.1.** The agreement ceases de jure at the business relationship termination date for reasons authorized by law or at any time, with the parties' approval.

**10.2.** The Client may unilaterally cancel the agreement, provided that the Client sends a termination notice to the bank, at least 30 days prior to the proposed termination date. The client may cancel the contract unilaterally provided that all its debts to the bank are fully paid, without additional charges. For this purpose, the Client must visit the bank and fill in the form provided by the bank in this respect.

**10.3.** The Bank may unilaterally denounce the agreement, provided that the Client is notified in writing, at least 30 (thirty) days prior to the requested termination date.

**10.4.** The Bank may terminate the agreement The Bank may terminate the agreement as of right and without notice of default if the Client does not fulfill any of the obligations under his/her responsibility. The bank shall inform the Client about the termination of the agreement within 30 days as of its occurrence.

**10.5.** The Bank reserves the right to terminate the agreement, in a maximum period of 30 (thirty) days following the emergence of circumstances which could not be foreseen at the date when the agreement was signed and which lead to the amendment of the contractual provisions in such a manner that fulfilling them would be contrary to public interest.

**10.6.** In all the abovementioned cases, the Bank has the right to demand only the payment corresponding to the portion of agreement fulfilled until the date of the agreement cessation.

## **11. COMMUNICATION**

**11.1.** Any communication between the parties regarding the modification/update of the agreement clauses, settings updates will have to be sent via the secured messaging of the application, Neo BT / BT24, and via the BT Go app respectively.

Any other notices between the parties may be effected via the application (BT Go)/ the secured messaging of the application (Neo BT/ BT24), or by mail, phone, fax, e-mail, SMS.

## **12. AMENDMENT OF THE NeoBT / BT24 / BT Go INTERNET BANKING AGREEMENT**

**12.1.** The Bank is entitled to unilaterally amend this agreement during its performance. Modifications will be notified to the Client via the secure messaging of the application (Neo BT / BT24), at least 30 (thirty) days before the date proposed for the entering into force of the amendment. The Client has the right to terminate the agreement unilaterally, free of charge, on condition that he/she communicates his/her intention prior to the entry into force of the notified amendments. The 30-day term shall not apply to the contractual amendments imposed by the application of any new legal provisions, such amendments becoming effective according to the enforcement date of the respective provisions. 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 agreement, this will be considered tacit acceptance of the new contractual terms and conditions.

**12.2.** In the case of changes applicable to BT Go, these will be communicated to the client via the application on the effective date. If the customer does not agree to these changes, they have the right to unilaterally terminate the contract without incurring any costs.

## **13. FINAL PROVISIONS**

**13.1.** The NeoBT / BT24 / **BT Go** internet banking agreement enters into force upon the client's acknowledgement and expressed consent regarding the NeoBT / BT24 Terms and Conditions, when the application is successfully accessed.

If the NeoBT/BT24/BT Go Terms and Conditions are amended, the new version is considered accepted as soon as it is acknowledged by pressing the specific confirmation button upon a new login.

The NeoBT / BT24/BT Go internet banking agreement shall be concluded for an indefinite period, provided a business relationship with the Bank exists.

**13.2.** The NeoBT / BT24/ BT Go internet banking agreement is supplemented with the other clauses of the GTC-Companies. In the case of inconsistencies between this NeoBT / BT24 / BT Go internet banking agreement and the GTC- Companies, the provisions herein shall prevail.

## **IX. MISCELLANEOUS**

### **48. Risk of transmission**

If the Bank, by order of the Client, sends money or securities / commercial papers to a specified recipient by using third party agents, such delivery shall be made at the Client's risk. Any loss resulting from the use (for such purposes) by the Bank of postal services, telephone, telex, fax, e-mail, SWIFT, Transfond or other means of communication or transport shall be borne by the Client, the Bank being exempted from any liability.

### **49. Cumulative and non-exclusive remedies**

Each of the rights/remedies/guarantees granted to the Bank in accordance with the herein document and/or the specific agreements signed between the bank and the client may be

exercised/executed by the Bank in the order chosen by the Bank, regardless of the date of creation/ establishment of these rights/remedies in its favor, and these will be supplementary to all other rights and remedies granted to the Bank by virtue of any other agreement, any other guarantee or law.

50. **Certified translations**

The Bank is not compelled to accept any document issued in a language other than Romanian, except if specified in the agreement signed with the Client. In this case, the Bank will request from the Client a certified translation in Romanian of the related document, legalized by a notary public.

51. **Confidentiality**

The need for the confidentiality of the operations, in terms of their volumes, the accessed facilities, the repayment terms and conditions, the associated costs and the corresponding collateral, as well as the need for an honest and fair attitude towards the Bank, are deemed acknowledged by the Client, the Bank not being responsible for expressly drawing the Client's attention upon the execution of each and every operation.

52. The Bank shall keep the confidentiality of the information regarding the accounts of the clients and the operations ordered by them and shall not disclose such information without their consent, except for cases provided for by law.

53. **Suggestions / Complaints**

We appreciate your feedback and will consider it constructively, as valuable support for improvement. We are committed to providing our Clients with the necessary support, in a user-friendly and solution-oriented manner.

Communication channels:

1. The contact form on our website (<https://www.bancatransilvania.ro/contact>);
2. Secure messaging from NeoBT / BT24 internet banking;
3. Phone call– Call Center: 0264594337, 0800802273, 0264308028, \*8028 (from any telephony network in Romania);
4. Social Media: Facebook;
5. In persons, at any BT branch/agency;
6. In writing, by letter submitted in any BT branch/agency or sent to the address: Calea Dorobanților Nr. 30-36, localitatea Cluj-Napoca, judetul Cluj, cod poștal 400117,

54. The Client will receive a confirmation and the registration number of the complaint, to which the Bank shall provide an answer within maximum 30 days, unless the specific legislation provides for other terms.

55. **Supervisory authority**

The supervisory authority of banking activities is held by the National Bank of Romania, located in Bucharest, Sector 3 Strada Lipscani nr. 25.

56. **NOTIFICATIONS**

The Bank reserves the right to amend these General Terms and Conditions, fully or partially, whenever it deems such an amendment is necessary. The Client and the Bank expressly agree that the amendments of the General Terms and Conditions shall become effective within 30 days from the date at which the information in this regard is considered received by the Client.

The minimum 30-day period does not apply to the amendments of the GTC made as a consequence of imperative legal provisions.

The Client accepts that the account statement or the displays in the Bank's units represent sufficient communication of such amendments. The account statement or the document posted within the bank's units will mention the date when the amendments become effective.

If the Client does not accept the abovementioned amendments within the specified period, the client has the right to terminate the contract and to close the account, under the conditions stipulated in these General Terms and Conditions, and the bank shall not charge any additional fees for the closing of the account.

Should the Client not send a written notification to the Bank regarding the amendment proposals, the Bank will consider the new provisions as accepted and they will become applicable starting from the date specified in the notification.

The Bank displays at its offices and posts on its website or via other electronic means the following information: The General Terms and Conditions, the List of fees and commissions and any relevant information for the performance of the transactions.

57. If the Bank provides evidence that it has sent the letters/documents/account statements to the Customer, in due time, the Bank will not be held liable for any effects or consequences arising from the failure of receipt, delayed receipt, deterioration, loss by the Client of the documents or from the Client's failure to read such documents.  
The Client must inform the Bank, at its own expense, in writing and immediately, by presenting justifying documents, about any modifications arising in its status (regarding, but without being limited to the identification data/operation permit/data in the articles of association/legal representatives/legal form/legal capacity), which are relevant in the relation with the Bank. Modifications which are public according to the law must also be notified to the Bank, in writing and immediately. The Bank shall not be held responsible in any way, for any damages suffered by the Client or by third parties as a result of the delayed / lack of communication of the modifications.
58. The level of interest rates/ fees / commissions applied by the Bank for the provided services is established by the Bank's management and are made available in the *List of interest rates, fees, commissions and charges* - which represents an annex hereto, made available to the Client by display in all the Bank's units.
59. Any request, notice, approval or communication derived from these GTC shall be made in writing, using one of the methods agreed with the client (letter, e-mail, SMS), such notice being considered received as follows:
- Letter: if personally delivered (if delivered outside the working hours it shall be considered received on the next working day), respectively received on the date mentioned on the "acknowledgement of receipt" obtained by the sender - if delivered by registered mail - within 5 working days from the date on the distribution list to the post office. When the recipient refuses to receive the letter, the notice is deemed received at the date mentioned on the distribution list by the post office. The notifications sent to Clients via SMS text message will be considered received by them on the SMS sending date.
  - Notifications sent to Clients by e-mail will be considered received by them on the electronic letter sending date.

If the Client is represented by more than one person, any notice, request or any other communication shall be deemed as sent to each of them if it is sent to one of them.

The Bank shall not be held liable in any way for any damage suffered by the Client as a result of communications made by using an address, telephone number or e-mail address communicated erroneously, incompletely or not updated by the Client.

60. **Applicable law and jurisdiction**

These GTC are drafted in Romanian and shall be governed by and construed in accordance with the Romanian law. Any dispute derived from the interpretation/execution of these General Terms and Conditions shall be amiably solved, being otherwise settled by competent courts of law at the Bank's places of business.

Moreover, in order to settle any misunderstandings or litigations with the bank, the client may resort to amiable extra-legal proceedings according to Law 192/2006 on mediation and the mediator profession, by signing a mediation agreement through an authorized agent. The information regarding the mediation procedure and the list of authorized agents is available on the website: **www.cmediere.ro**

61. As an exception to the rule, the dispute between the Bank and the Client which regards both a specific agreement and these GTC will be resolved according to the jurisdiction clause in the

specific agreement.

62. As a financial institution, the Bank is subject to the provisions of Law no. 129/2019 on the prevention and sanction of money laundering and for the implementation of measures for the prevention and combat of terrorist financing and of NBR Regulation no. 2/2019 on know-your-customer for the prevention of money laundering and terrorist financing and of Emergency Ordinance 202/2008 on the enforcement of the international sanctions.. The customer is informed that the transactions performed via the accounts are subject to the provisions of the abovementioned laws and regulations, and that any such account operations that may raise suspicion, will be carried out at the risk and/or under the full responsibility of the Client, in such situations the Bank being obliged to take all the necessary measures under the applicable law, without being bound, under any circumstances, to offer compensation if the measures taken would cause damage to the Client / other individuals.

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