



**GENERAL TERMS AND CONDITIONS of BT applicable to RETAIL CLIENTS**

**(3.5.11)**

**PART I**

**I.1. PREAMBLE**

**1.1. GENERAL PRESENTATION**

In accordance with the provisions laid down in Government Emergency Ordinance No. 99/2006 on credit institutions and capital adequacy and its field of activity, 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 Part II of this document, 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 of the registered office: [Calea Dorobanților, nr. 30-36](#), cod poștal 400117, Cluj-Napoca, Cluj, Romania, website: [www.bancatransilvania.ro](http://www.bancatransilvania.ro) ("BT website"), phone: 0801 01 0128(BT)–reachable from Romtelecom network, +40 (0)264 30 8028 (BT) – reachable from any network, including internationally, \*8028 (BT) – reachable from Vodafone and Orange networks, e-mail: [contact@bancatransilvania.ro](mailto:contact@bancatransilvania.ro), Registration number with the Trade Register Office Cluj: 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 Bank Deposit Guarantee Fund.

**1.2. INTRODUCTORY PROVISIONS**

**1.2.1.** The General Terms and Conditions (hereinafter "GTC") govern the relationship between BANCA TRANSILVANIA SA (hereinafter referred to as "the Bank") and its clients, Romanian and foreign individuals (herein individually referred to as the "Client"), apply to any type of contract concluded between the Client and the Bank, and are to be supplemented with the forms and agreements specific to each product or service (as applicable), the legal provisions in force, including the specific consumer protection law and the NBR's regulations. In case of discrepancies between a specific product/service contract agreed by the Bank and the Client and these GTC, the provisions in the specific agreement shall prevail, whereby any amendment of the product/service contract shall be made in accordance with the legal provisions.

**1.2.2.** The Clients may request and receive consultancy and assistance with regard to the offered banking services, without losing their right to decide or dispose. The provision of such services to the Bank's Clients, even if a charge is levied, does not make the Bank liable for the Clients' decisions.

**1.3. APPLICABILITY OF THE GENERAL TERMS AND CONDITIONS**

**1.3.1.** The GTC form the legal framework governing the relationship between the Bank and the Account Holder Client, and they enter into force at the date when the business relationship is established 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 does not affect the validity of other products and services or of these General Terms and Conditions.

**1.3.2.** The initiation and development of the business relationship between the Bank and the Account Holder implies the processing of the persona data of the account holder, as well as of other categories of individuals that act on his/her behalf 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) within BT's Privacy Policy, and, upon request, in any BT unit.

**1.3.3.** The General Terms and Conditions represent standard clauses for general and repeated use and they do not need to be individually negotiated with the Client. In case of inconsistencies between the clauses negotiated in any agreement or document 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.

**1.3.4.** The GTC and the standardized forms are provided to the Client at the Bank's offices, via electronic channels or on the Bank's official website.

**1.3.5.** 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.

**1.3.6.** 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, which is an annex to these GTC.

**1.3.7.** The Bank reserves the right to amend these GTC, in total or in part, whenever it deems necessary, and such amendment shall take effect within at least 2 months as of the date when such notification is considered to have been received by the Client, in accordance with the section "Notices", unless the Client notifies the Bank in writing on its refusal to accept such amendments within the aforementioned period. Changes are communicated to the Client as described in "Notices" or using other communication means specific to each banking service/ product under the specific Contract. The minimum 2-month period does not apply to the amendments of the GTC made as a consequence of imperative legal provisions.

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 and the related products/services, 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.

## **I.2. DEFINITIONS**

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

- a. "Bank":** Banca Transilvania SA and any of its nationwide units (branches, agencies, bank units, representative offices);
- b. "Client":** a natural person, resident or non-resident, holder of at least one account opened with the Bank (referred to as "**account holder**"), the legal or conventional representatives of the account holders, the authorized persons who have the right to perform operations on the account and/or the right to obtain or submit documents in the name and on behalf of the account holders, any other individual beneficiaries of a product/service of the Bank, the legal or conventional successors of the aforementioned;

- c. **“Business relationship”**: contractual relation established between the Bank and a Retail client, regarding the services provided by the bank, as per its field of activity, and which involves at least the opening of an account on the name of the retail client.
- d. **“Operations initiation channel”**: the way in which the Client can initiate operations through specific and usable tools on each channel in turn:
- **Territorial units of the bank** through which the Clients can initiate operations during the working hours, at the bank’s counters, POS terminals, ATMs, multifunctional teller machines, as well as other unassisted terminals installed on the unit’s premises and inaccessible outside the working hours.
  - **Internet banking** (BT24, BT24 Invoice, BT24 Student, Neo BT);
  - **Payment applications;**
  - **BT ATM;**
  - **Automated payment machines (BT Express);**
  - **Automated multifunctional teller machine (BT Express Plus).**
- e. **“Current Account”**: an account opened by the bank to an individual to keep its financial means and to perform current operations - cash deposits and withdrawals, different payments and collections.
- f. **“Payments account”**: Current available account
- g. **“Consent”**: the contractual consent of the individual by which he/she agrees to the specific terms and conditions related to the products/services requested and made available to the client by the Bank. 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; and
    - 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) through the communication to the Bank 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.
  - (4) 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;

(5) 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 and transfers 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).

- h. “Specific agreement / Guarantee agreement / Convention”:** any agreement, form, request or any other type of standard document with contractual character, concluded in writing between the Bank and the Client, with regard to a banking product or service.
- i. “Signature Pad”:** the electronic terminal designed to capture the specimen signature and /or the consent via qualified electronic signature;
- j. “BT Financial Group”:** the Bank together with the controlled entities, including without limitation: BT Microfinantare IFN S.A., 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., [Idea Bank S.A.](#), [BT Pensii S.A.F.P.F. S.A.](#), Victoriabank S.A., Fundatia Clubul Intreprinzatorului Roman, Fundatia Clujul are Suflet and other future entities, joining the Group.
- k. „Neocont”** = online channel available via the Bank’s webpage to retail clients, enabling them to initiate a business relationship and access certain products/services provided by the Bank via such channel remotely. Neocont can 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 Neocont 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. Neocont is available according to the schedule communicated to the applicants via the page through which the application can be accessed.
- l. “Operation”:** an instruction transmitted to the Bank by the Client which results in the crediting or debiting of the account indicated in the transmitted instruction. The Bank provides its Clients with various tools to initiate operations, whereby the instruments depend on the channel that the Client chooses to use.
- m. “Charging option SHA”:** means that the Ordering Client covers the fees of the ordering bank, and related fees of the correspondent banks, while the Beneficiary Client covers the fees of the beneficiary’s bank, as well as the related fees of correspondent banks;
- n. “Charging option OUR”:** option to charge the execution of FCY payment transactions made to a beneficiary with an account not governed by the provisions of Law No. 209/2019 on payment services, according to which the Ordering Client covers all the fees related to the execution of the payment;
- o. “Charging option BEN”:** option to charge the execution of FCY payment transactions made to a beneficiary with an account not governed by the provisions of Law No. 209/2019 on payment services, according to which the Payment Beneficiary covers all the fees related to the execution of the payment;

- p. **“Payment order”**: an instruction transmitted to the Bank (as a payment service provider) to execute a payment transaction.
- q. **“Repair charges”** = additional fee possibly charged by the beneficiary bank, for the processed FCY payments which needed amendments due to various reasons (e.g. mismatch between the beneficiary name and account, or between the beneficiary account and the payment currency).
- r. **“Basic services”** represent the payment services associated to a RON payment account, as per the provisions of Law 258/2017: (1) opening, management and closing services for the payment account; (2) services allowing the crediting of funds to payment accounts; (3) services allowing cash withdrawals on the European Union territory from the payment account, during or outside the working hours of the credit institution, from the bank’s counters or ATMs; (3) payment services on the EU territory by direct debit, payment via the RON Visa Electron/Visa Classic debit card linked to the RON payment account (including on the Internet) and standing orders, intra-banking collections and payments from the RON payment account. Based on the legal provisions in force, the basic services available to retail clients via a RON account opened with BT are the services provided by the Bank to its clients. The bank holds ATMs and banking units in Romania.
- s. **“Specimen signature”** = represents the Client's handwritten signature placed on the document used to initiate the business relationship with the Bank, signature which is kept on the records and/or the Client’s signature captured via the signature pad and provided to the Bank as specimen signature.
- t. **“Account Information Service”**: a service through which account-holder BT clients can view the balance and the transactions history of the payment accounts opened with BT without accessing BT's Internet / Mobile Banking service. In order to make sure that a client wants 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 the client’s accounts and the transaction history, for 90 days, maximum 4 times a day, without the need to re-authorize such access.
- u. **“Payment Initiation Service”**: the service through which account-holder BT Clients 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 a Client wants to authorize the payment via the BT Internet/Mobile Banking service, the Bank shall request the Client to enter the Internet/Mobile Banking authentication data (login ID, password, SMS-OTP or token password).
- v. **“Balance availability confirmation service (CIS)”**: a service by which the Bank checks if the BT account holders have the necessary funds to make the transaction, when they want to initiate a transaction through a physical or virtual card, issued by a Card Payment Service Provider. In order to make sure that the client wants to authorize the Third-party Payment Services Provider to request the confirmation of available funds, the Bank shall request the client to enter the Internet/Mobile Banking authentication data (login ID, password, SMS-OTP or token password).
- w. **“Account Information Service Provider” (AISP)**: payment service provider that provides account information services on a platform external to the Bank.
- x. **“Payment Initiation Service Provider (PISP)”**: payment service provider that provides payment initiation services on a platform external to the Bank.
- y. **“Card Payment Service Provider”**: payment service provider that provides card payment initiation services via a card that is not issued by the Bank.

**z. “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.

**aa. 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 working hours of the bank units and from 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.

**bb. “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.

### **1.3. INITIATING AND DEVELOPING THE BUSINESS RELATIONSHIP, OPENING AND OPERATING ACCOUNTS, TERMINATION OF THE BUSINESS RELATIONSHIP**

#### **3.1 GENERAL PROVISIONS**

**3.1.1.** The Bank is entitled, without having the obligation to do so, to open RON current accounts on behalf of Clients, as a result of their request and in accordance with internal norms issued by the Bank for this purpose, as well as accounts in other currencies, upon the Client’s request or according to Article 3.2.2 below.

**3.1.2.** The bank has the obligation to identify and verify the client’s identity and the beneficial owner before the bank establishes the business relationship or carries out transactions, as well as the obligation to apply all the other KYC measures imposed by the legislation in force, throughout the duration of the business relationship and, as the case may be, including after its termination. When all the information requested by the Bank is not provided by the Client, the Bank shall refuse to start a business relationship with the client and, implicitly, refuse to open an account.

**3.1.3.** The Bank will not open and will not operate anonymous accounts for which the identity of the holder is unknown or inadequately indicated, nor any accounts under fictitious names.

**3.1.4.** The Bank shall assign a unique identification code (IBAN code) and a client code (BT CIF) to each account. The Bank may change the IBAN code and/or the client code if the management of the Bank's IT applications/legal provisions require this, while informing the Client in this respect under the terms and conditions of these GTC.

**3.1.5.** The accounts may be accessed through any of its territorial units or via other channels made available by the Bank.

**3.1.6.** For requests for the initiation of the business relationship / opening of the account submitted to the Bank outside the working schedule of the territorial units/availability of the dedicated online channel (Neocont), the start date of the business relationship/opening of the account shall be considered the first banking business day after the request, if such request is approved.

**3.1.7.** For the enforcement of the know-your-customer measures for the prevention of money laundering and terrorist financing, the Bank is authorized, within the limits of and under the applicable legal provisions, 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 authorized to conduct certain operations, from any competent authority, public register, archive, electronic database or lawful competent body, which may hold such information.

If the verification of such databases involves additional costs for the Client, such verifications can only be performed subject to the Client's express consent. Once such consent is received from the Client, 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. If the Client refuses to consent to the consultation by the Bank of such databases, the Bank shall be able to refuse the provision of the service requiring such additional verifications.

## **3.2 INITIATING AND DEVELOPING THE BUSINESS RELATIONSHIP**

**3.2.1.** The initiation of a business relationship implies at least the opening of an account with the Bank under the client's name. In order to open the account in accordance with the provisions of Article 3.1.1, the Client must provide the Bank with all the necessary information and documentation in accordance with the legislation in force and the bank's internal regulations.

**3.2.2.** In case the client collects an amount in a currency for which the client does not hold an account opened, the Bank is authorized to open an account in the respective currency. The opening of an account in a currency other than RON, as a result of receiving an amount in the respective currency, shall be performed automatically and shall not be charged. However, the collection of the FCY amount on this account shall be charged according to the List of applicable fees and commissions.

In this case, the persons appointed as authorized persons on the RON 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 the other accounts in other currencies opened by the Bank.

**3.2.3.** The Bank shall be able to refuse the initiation of the business relationship with the client, the continuation thereof or the execution of a certain operation ordered by the Client, if:

- a. a. it checks the Client's identity and based on the supplied documents, the Client cannot be identified;
- b. the beneficial owner cannot be identified (if applicable);
- c. it does not obtain the necessary information, included updated information, required for the enforcement of the know-your-customer measures for the prevention of money laundering and terrorist financing;
- d. the client does not provide the bank with the information and the documentation requested by the Bank in accordance with legal requirements and internal regulations, including the ones required to determine the purpose and nature of the business relationship;
- e. the Client provides false, inadequate, 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 its internal regulations.

- f. the client refuses to update his/her information upon the Bank's request
- g. the client refuses to provide supporting documents for the ordered operations
- h. 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.

**3.2.4.** If a client becomes the beneficiary of a loan, except for overdrafts and credit card limits, upon the loan disbursement, the Bank automatically opens a separate current account in order to make the loan available to the Client, whereas such an account will bear different fees and charges as compared to the other current accounts, in accordance with the provisions in the specific agreement related to the accessed loan product.

### **3.3 AUTHORIZATIONS AND COMPETENCE LIMITS**

**3.3.1.** The Client may appoint one or several Authorized Representatives who have the right to perform transactions on the account and the Client has the obligation to inform them about their rights and the provisions of these GTC. In order to be accepted by the Bank, the Authorized Representatives must be or must have been identified against the same conditions as the Client.

**3.3.2.** The Client's Authorized Representatives may perform any operations made available to the account holder by the Bank, within the limits of these GTC and the mandate received from the account holder.

**3.3.3.** The Authorized Representative shall be able to transmit the right of representation only if the account holder has expressly granted this right. Similarly, the Authorized Representative shall be able to end the business relationship, close the account or any of the related products/services only if the account holder has expressly granted this right.

**3.3.4.** The Client takes full responsibility in terms of the operations carried out by the Authorized Representative, and the Bank shall check the identity of such Representative, his/her mandate and specimen signature.

**3.3.5.** (a) The authentic mandate is valid for the period it was issued for or until it is expressly revoked by the Client.

(b) Each power of attorney, authorization or instruction in the mandate category granted by the Client 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.

**3.3.6.** Any mandate/authorization shall cease "de jure" upon the death of the account holder or of the authorized representative, as applicable. The death can only be invoked against the bank if the Bank has been brought informed thereof by means of the death certificate.

**3.3.7.** In the case of any dispute related to the persons authorized to carry out operations on the Client's account, the Bank has the right to suspend operations on the Client's account until the receipt from the Client of a clear instruction regarding the settlement of the dispute between the authorized representatives.



**3.3.8.** In all the requests/agreements addressed to /concluded with the Bank, the Client without / with restricted exercise capacity shall be represented/assisted by his/her legal representative, in accordance with the law.

**3.3.9.** At any time, the Authorized Representative may inform the Bank that he/she wishes to renounce this capacity without the approval or prior notice of the Client. In such cases, the Authorized Representative shall send such request to the Bank in writing.

### **3.4 MODIFICATION OF DATA DECLARED TO THE BANK**

**3.4.1.** The Client/Authorized Representative must immediately inform the Bank, at his/her expense, providing supporting evidence, about any changes in his/her status or that of his/her Authorized Representatives, as applicable, changes that may be relevant in its dealings with the Bank.

Changes can be related, without limitation, to identification details, the name, mailing address, domicile/residential address, landline/mobile phone, e-mail address, change of the legal capacity, change or cancelation of the mandate granted to the Authorized Representatives, changes regarding the PEP status. Modifications which are public according to the law must also be notified to the Bank, in the same manner. Any changes takes effect at the date they are operated in the Bank's database.

**3.4.2.** 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.

**3.4.3.** The Bank reserves the right to cease the use in its communication relationship with the client of the contact data declared by the client (e.g. telephone numbers, e-mail addresses, correspondence addresses) of which it has been informed that they are in fact used by other persons. The Client assumes full responsibility if the Bank is unable to communicate with the Client in such cases.

**3.4.4.** If the ID document expires or if the Client/Authorized Representative has not updated other details in the bank's records required for the enforcement of the know-your-customer measures, the Bank reserves the right to suspend any transactions/services initiated by the Client/Authorized Representative at the bank's counters or via alternative channels, until the presentation of valid ID documents issued in accordance with the applicable legal provisions, and/or until the provision of the necessary information.

### **3.5 OPERATIONS ON THE CURRENT ACCOUNT**

#### **3.5.1. Communication of instructions by the Client**

**3.5.1.1.** 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.

**3.5.1.2.** If several authorized payment instructions are given by the Client, the total amount of which exceeds the Client's available account balance, the Bank shall carry out such instructions in the order of their receipt by the Bank and within the available account balance.

**3.5.1.3.** The client shall bear the losses related to any type of payment operation resulting from the usage of a lost or stolen payment instrument, or from the unsafe keeping of customized security elements, as well as the losses resulting from the unauthorized use of a payment instrument until the notification of the theft or loss, unentitled or unauthorized use of his/her payment instrument, within the limits of these GTC.

**3.5.1.4.** The Client may request the interrogation of own accounts directly at the bank's counters or via alternative channels, including, without limitation: the "Livia from BT" chatbot, BT 24 and Neo - Internet

Banking, BT Pay, but also the delivery of instructions for the transfer of RON/FCY amounts from own accounts, directly at the bank's counters or via alternative channels: BT 24 - Internet Banking, BT Pay.

**3.5.1.5.** Where necessary (under the applicable legal provisions and the international banking practices or the Bank's internal standards) 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 Client fails to provide the original copy, and 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.

**3.5.1.6.** 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.

**3.5.1.7.** 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.

**3.5.1.8.** 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.

**3.5.1.9.** 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.

**3.5.1.10.** The telephone conversations between the Client and the Bank (support/assistance granted to Clients or instructions, as the case may be) may be recorded with the Client's approval and the parties may use such recordings as evidence in any legal proceedings between them.

**3.5.1.11.** 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.

If the Bank cannot enforce the legal provisions on client identification and identity check, cannot obtain information on the scope and nature of the business relationship, including based on the performed transactions, cannot obtain supporting documents for the account transactions, the Bank has the right not to perform the said operation.

The Bank shall not be held liable, if the Client fails to observe such obligations.

**3.5.1.12.** The Client is liable to the Bank for any losses incurred by the latter as result of not being informed with regards to any restrictions or limitations regarding the Client / the Account.

### **3.5.2 Conditions regarding the execution of the instructions by the Bank**

**3.5.2.1.** The Client has the right to use the amounts on the account, including by cash withdrawal from the Bank's counters. For **unscheduled and scheduled** cash withdrawals exceeding RON 60,000/ FCY equivalent, the Bank 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 the submission of supporting documents and additional cash withdrawal fees, if applicable, in accordance with the *Bank's Fees and Commissions Decision*.

**3.5.2.2.** The Bank shall process the Client's payment order, provided that the following conditions are met:

- 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 and it is signed by the Client/Authorized person in accordance with the specimen signatures registered with the Bank (in case of hard-copy payment orders). The payment order is considered correctly executed, as concerns the payment beneficiary, if the payment order is executed in compliance with the IBAN supplied by the Client, or - exclusively in the case where the payee is a customer of the Bank - in accordance with the IBAN code corresponding to other identification elements of the payee which have been indicated by the payer, such as name, surname, national identification number, ID document serial number, date of birth, telephone number. If the IBAN is supplied by the Client and it is incorrect, the Bank will not be held responsible for the non-execution or defective execution of the payment operation;
- the account balance is sufficient to allow the payment plus any commissions due to the Bank for its services;
- the transaction is in compliance with the laws and regulations in force;
- 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;
- the Bank does not have any reasons for suspicion regarding the authenticity of the payment order in terms of source, content, signature, consent to the sending of the Payment order.

**3.5.2.3.** The payment instructions given to the Bank shall be executed on behalf of and at the risk of the Client, who will bear the consequences resulted from misunderstandings or errors, unless the Bank is held liable under the law. If the Bank is responsible for the non-performance or the incorrect performance of the payment instruction initiated directly by the payer, it shall reimburse to the payer the amount of the non-performed or the incorrectly performed payment operation and, if necessary, will restore the account debited to the phase in which it would have been if the incorrect payment operation had not taken place. In this case, at the request of the payer, the Bank shall immediately try to identify and monitor the payment operation and shall notify the payer about the results. In the case of interbank FCY remittances, the Bank reserves the right to perform money transfers ordered by the client through its agreed correspondent banks and/or clearing house/systems, according to the Bank's policy.

**3.5.2.4.** 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 without fulfilling the applicable legal provisions, 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.

**3.5.2.5.** The Bank has no obligation whatsoever to check the correctness of the name of the beneficiary indicated by the Client in the payment order, nor the related account number, thus performing the payment to the account indicated in the payment instruction.

**3.5.2.6.** 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 operations;
- by specific actions resulting in the transmission to the bank of transactions such as scheduled and/or recurring payments, and the transmission of transactions via electronic channels.

**3.5.2.7.** Once the payment operation authorized by the client has been executed by the Bank, and the amount is debited from the Client's account, the Bank shall immediately provide the Client with a reference enabling the Client to identify each payment operation, the payment beneficiary (if applicable), the value and currency of the payment operation, the cost of the payment operation, as well as the applied exchange rate (if applicable) and the account debiting value date.

**3.5.2.8.** The Bank may use communications, settlement or payment systems or services of a third party for the execution of the ordered payments, without additional fees and commissions for the Client, except for the ones communicated by the Bank and agreed by the Client prior to the transaction, or, if the fees and commissions cannot be anticipated by the Bank in terms of existence and/or amount thereof.

**3.5.2.9.** 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 the branches 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, and the Bank shall take all the necessary measures for the observance of the said deadline. The payment order acceptance and processing deadlines can be obtained from the bank's website, under the dedicated page. 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 does not provide such documents.

**3.5.2.10.** The Bank establishes a cut-off time displayed in its offices and on the Bank's site, 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.

**3.5.2.11.** 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.

**3.5.2.12.** 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.

**3.5.2.13.** The Bank may accept other methods for document submission, including alternative channels, the working manner in such cases being governed by the operating rules specific to such channels, which will be communicated to the clients in due time and/or laid down in the specific product agreement concluded with the Client.

**3.5.2.14.** After the deadlines mentioned under the previous provisions, the payment orders can be revoked only if the Bank and the Client agree so and the payment beneficiary's consent is in place, if such consent is necessary. For this service the Bank may charge a revocation fee, according to the List of fees and commissions. Any such cancellation/change/cessation must be requested in writing by the customer and must clearly indicate the instruction that is to be cancelled or modified and the reason for the request.

**3.5.2.15.** The Bank cannot guarantee the successful revocation of a payment order if:

- a) the payment instruction has already been submitted to the beneficiary's Bank, in case of interbank payment operations.
- b) the amount of the transaction has already been credited to the beneficiary's account, in case of intrabank payment transactions; in such case, the revocation will be possible only with the beneficiary's consent.

**3.5.2.16.** Any occasional cost or loss suffered by the Bank, arising from the revocation or amendment of a payment order will be borne by the Client, who authorizes the Bank to automatically debit any of his/her accounts, without any other prior formalities. The Bank will inform the Client beforehand with regard to the additional costs related to the payment order revocation/change operation, by means of the List of fees and commissions for account operations, Annex to this document.

**3.5.2.17.** The Client cannot revoke a payment order once it has been received by the Bank, except for the case stipulated under Article **3.5.2.12** and only until the end of the working day that precedes the agreed day, at the latest.

**3.5.2.18.** 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.

**3.5.2.19.** 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.

**3.5.2.20.** 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.

**3.5.2.21.** 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 bank 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).

**3.5.2.22.** 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.

**3.5.2.23.**

- (a) 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.
- (b) 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.

**3.5.2.24.** The Bank will not be liable for any loss or damage of any kind suffered directly or indirectly by the Client as a result of the Bank's execution of an instruction which subsequently proves to be transmitted by a person who does not have such capacity/right, if the Bank proves having been diligent, but the lack of capacity/right/identity of the person who sent the instruction could not be established.

**3.5.2.25.** The Client authorizes the Bank to settle any amount due to the Bank with any amount available on any current account and/or deposit account, regardless of the value and currency in which these amounts are available and/or regardless of the deposit tenor, less the amounts exempted under the applicable legal provisions, provided that the Bank can determine the origin of such amounts. With regard to the amounts collected as allowances/benefits/ other amounts that cannot be subject to legal preservation/precautionary or enforcement measures on the Client's accounts, the Bank has the right to open a separate sub-account and to collect the amounts on the sub-account, so as to ensure the exemption of such amounts from the attachment or the settlement against the amounts due to the Bank. The decision for the opening of the account and/or the collection of the amounts on the related account pursuant to the abovementioned provisions rests exclusively with the Bank. Should the amount settlement require FX exchange, such an exchange will be performed at the exchange rate applicable by the Bank on the date and at the time of the transaction, the Bank being mandated to perform any necessary exchange to this effect. 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 settlement through the Account Statement.

**3.5.2.26.** 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. The Client shall be informed on all such terms, on the Bank's website and by any other means deemed appropriate by the Bank.

**3.5.2.27.** The Bank is subject to the rules established by the applicable legislation on international sanctions on fund freezing. In this respect, the Bank reserves the right not to process transactions from / to entities appearing on the lists of international sanctions. If the Bank identifies and informs the Client regarding other potential risks of fund freezing involved in the clearing flow, the transaction may be executed only if the Client takes the risk. 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.

### **3.5.3 Operations with negotiable monetary instruments**

**3.5.3.1.** 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.

**3.5.3.2.** 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.

**3.5.3.3.** 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.

**3.5.3.4.** 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.

**3.5.3.5.** 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.

**3.5.3.6.** 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.

**3.5.3.7.** In order for the Bank to submit for collection and, as applicable, to accept and settle debt instruments (cheques, promissory notes, bills of exchange), the Client shall ensure that the presented debt instruments are fully and correctly filled in, with the mandatory specifications according to the specific applicable laws.

**3.5.3.8.** The customer must return to the Bank the forms related to the payment/debt instruments (cheque, promissory note, promissory note), forms which are either blank or incorrectly filled in and for which the client requests cancellation.

**3.5.3.9.** Also, in the event of a major payment incident related to cheques, the Client has the obligation to immediately return to the Bank all the cheque forms issued by the Bank, which are in the possession of the Client and/or its authorized representatives.

**3.5.3.10.** In all cases of bank account relationship termination, the account holder undertakes to return to the Bank all the forms, namely cheques, promissory notes and bills of exchange. The Bank shall not release crossed cheques to clients under banking interdiction. The Bank reserves the right to release a limited number of debt instrument forms, depending on the customer's history in relation to the Bank.

**3.5.3.11.** The Client must comply with the security requirements related to payment transactions.

**3.5.3.12.** The Client must request the cancellation of the instrument by means of a request addressed to the President of the Court having jurisdiction over the cheque payment place, in case of loss, theft or destruction of the document. The Ordinance must be notified to the Bank and published in the Official Gazette of Romania.

The payment to the holder prior to the receipt of the ordinance discharges the drawer from the payment obligation.

## **3.6 ACCOUNT PRESERVATION (PRECAUTIONARY MEASURE)**

**3.6.1.** The Bank has the right to withhold and to pay to third parties amounts owed to third parties, from the credit balances of the Client's accounts resulting after the possible settlement of the client's payment obligations towards the Bank, according to Article 2185 of the Civil Code (regardless of their type), without the Client's prior consent or notification, in the cases expressly provided by the law, based on a final judgment or on any other enforceable title established as such by law. If these amounts require certain FX operations, the Bank shall perform the required FX operation.

**3.6.2.** The Bank shall have the right, without prior consent from or notification of the Client, to terminate before term deposits created by the Client and to debit the amounts due, if he/she has outstanding debts towards the Bank or legal preservation/precautionary or enforcement measures have been imposed, including by means of attachments over the Client's accounts. 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 or of a type most similar in terms of tenor and/or interest rate, if, at the deposit closing date, the Bank's offer does not include the initially created deposit type.

**3.6.3.** The deposits that are exempted from the provisions of Article 3.6.2. are the following: 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.

### **3.7 ACCOUNT STATEMENTS**

**3.7.1.** 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 may serve as a valid proof in any legal or other proceeding between the parties, regarding the operations included therein, provided that neither the Client nor the Bank has signaled any error in it, in accordance with the provisions of the successive articles.

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. Upon the receipt of the account statement, the Client must check the content therein.

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 or unauthorized payment operation only if the Client notifies such error, without unjustified delay, within maximum 13 months as of the account debiting date.

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 in which it would have been found 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.

The client shall inform the Bank immediately after taking notice of the existence of the undue amounts over the account.

The Client has no right to withdraw, transfer or use such amounts in any way. If the Client uses the undue amount or any part thereof, he/she is obliged to reimburse the amount to the Bank, including the interest due to the Bank and to indemnify the Bank for any damages claimed by a third party due to the use of the undue amounts on the account.

**3.7.2.** Once a month, the bank provides the Client with free-of-charge monthly account statements on hard copy (or in any other mutually agreed form). Such account statements reflect the transactions performed by the Client, as well as all the interest, fees and taxes, charged by the Bank.

**3.7.3.** For the issuance of several account statements during one month, the Bank may request an account statement fee. The value of such fee can be obtained from the Bank's website and in the Bank's units.

**3.7.4.** 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 connection with the business relationship, in compliance with the legal provisions in force and the contractual provisions.



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

### **3.8 INTEREST RATES / FEES / CHARGES / COSTS**

**3.8.1.** The level of the fees and commissions applied by the Bank for its services is established by the Bank's management and reflected in the List of fees, commissions and charges - which represents an annex hereto, made available to the Client by display at all the Bank's offices and on the Bank's website.

**3.8.2.** The Bank reserves the right to amend at any time its interest rates/commissions/charges/fees for the rendered services, depending on the Bank's own policy and the market conditions, subsequently informing the clients with respect to such modifications, under the terms and conditions stipulated in the legislation in force and these GTC.

**3.8.3.** 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.

**3.8.4.** 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.

**3.8.5.** 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.

**3.8.6.** For FCY payments processed by the Beneficiary's bank, but which, for various reasons (e.g. the mismatch between the Beneficiary's name and account, Beneficiary's account and currency sent) required amendments in order to be performed, it is possible for such bank to retain an additional fee (repair charges). For FCY payments requiring changes (amendments) or which are returned by the intermediate / beneficiary bank, it is likely that the banks involved will request / retain an additional fee. In these cases, the fee charged by the intermediary bank/banks and/or the beneficiary bank shall be communicated to the BT Clients and retained after the payment, as they are received from the banks involved. In case of return by the correspondent / beneficiary bank of sums related to incorrect payments that could not be processed, such amounts shall be collected on the client's account, less the fees charged by the banks involved.

**3.8.7.** Likewise, the expenses related to any specific operations performed by the Bank at the Client's request to a beneficiary holding an account outside the range subject to the provisions of Law 209/2019 on payment services, 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.

**3.8.8.** For the payment under Article 3.8.7., the client shall bear the extraordinary costs, in particular the judicial stamp duties and other legal charges, costs for communicating documents by post, telephone, telegraph, and other taxes and costs that the Bank must cover if it becomes party in any judicial and extrajudicial proceedings, in opposition to the Client and/or third parties, including with the Client's third party guarantors who have undertaken the guarantee obligations towards the Bank, provided that such legal proceeding expenses are provided for by final court order.

### **3.9 TERMINATION OF BUSINESS RELATIONSHIP**

**3.9.1.** The legal relationship between the Bank and the Client (including the account closing) shall terminate in one of the following ways:

**a)** By the mutual consent of the Bank and the Client, taking effect in maximum 30 working days;

**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/inappropriate/violent behavior in relation to the Bank's employees, does not observe the ethics and proper conduct and/or the association/maintenance of the business relationship would affect the Bank's image;

**b.4.** The continuation of the business relationship with the Client no longer corresponds 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 performed 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 and related fees and commissions for a period of 6 consecutive months.

**b.6.** 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. The Bank shall not be able to use such right of unilateral termination in the cases laid down under section c. in this Article;

**b.7.** The Client refuses to update, at the Bank's request, the information communicated upon the opening of the account or if such information do not match the Client's transactional profile.

In the situations provided for under b.5, b.6 and b.7 the termination shall not become effective prior to at least 2 months, calculated from the date at which the Bank has notified the Client in this respect. In the cases presented under b.1, b.2, b.3, and b.4, the Bank is entitled to terminate the business relationship with the Client, and to close the accounts and the related products/services before the expiry of the 2-month period as of the Bank's notice date.

In the situations under b.2, the Bank may temporarily decide to freeze certain amounts on the Client's accounts. During the account freeze period the following operations are allowed, without limitation: the interest payable or interest receivable, where applicable, will be calculated and recorded; a management fee will be charged on the account; collections may be made on such Account.

**c)** Upon the request of the Client / their authorized representatives, based on authentic power of attorney, upon the notification of the Bank, 30 days in advance, and provided that there are no legal or contractual restrictions regarding the closing of the account and also that all amounts due to the Bank are duly paid. This operation is free of charge and does not involve any additional cost for the Clients.

The termination of the business relationship implies the closing of all the accounts opened with the Bank, as well as of the related products/services. The closing of an account/product/service is not the equivalent of the termination of the business relationship. 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 termination 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.

**d)** In case of decease of the Client, at the date when the Bank is informed on such event by means of justifying documents.

In this case, the Bank shall allow the performance of operations with the deceased Client's amounts only to the heirs appointed pursuant to a certificate of succession issued by a Notary Public or based on an enforceable court decision, under the Romanian legal provisions, supplemented, as applicable, by a deed of partition establishing the shares of each heir. These documents must stipulate the registration within the succession property of the amounts on the accounts opened with the Bank under the name of the deceased Client.

The Bank is not responsible for any damage as a result of any action of the persons authorized by the Client to operate on the bank accounts, performed over the period of time prior to the moment when the Bank was informed about the Client's death / incapacity, proven with documents issued according to the law.

**3.9.2.** Following the termination of the business relationship, in any of the abovementioned situations, the Bank shall close all the Client's accounts, as well as the related products/services and shall stop crediting the accounts with the interest, while any credit balance of the Accounts at such date shall be transferred and maintained by the Bank on a special non-interest-bearing account until a potential transfer of the amounts in accordance with the Client's instructions or upon the heirs' request, in accordance with the provisions laid down in Article 3.9.1, within the limitation period.

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. The Bank shall not be held liable for any damages that the Client may incur due to the closing of the accounts and of the Client's products/services from the Bank, as specified above.

**3.9.3.** In all the business relationship termination / account closing cases, the limitation period during which the Client/heirs may claim the return of amounts, representing the credit balance of the account at the account closing date, is 5 years, starting from the account closing date. If the account is closed at the Bank's initiative, the limitation period is calculated from the date when the Client was notified with regards to this decision.

#### **I.4. LIMITING THE EFFECTS OF UNPREDICTABILITY**

**4.** The Client understands and accepts that, in the case of the occurrence of exceptional changes in the circumstances that have led to the signing of these General Terms and Conditions, changes beyond the control of the Bank, the execution of its obligations may become more onerous because of the increase in the costs of their execution. This clause shall not be construed as a risk assumption clause, within the meaning of Article 1271 (3)(c) in the Civil Code, if the Client, within a reasonable period and in good faith, requests the negotiation of the reasonable and fair amendment of the agreement and the Bank refuses such request, within a reasonable period and in good faith, by the reasonable and fair amendment of the Agreement.

#### **I.5. LIMITATION OF THE BANK'S LIABILITY**

**5.1.** 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, etc.) in the performance of their obligations towards the Bank.

**5.2.** If the Bank, upon the Client's request, sends money or securities / commercial papers to a certain Beneficiary, using third party agents, such delivery shall be made at the Client's risk, the Bank being exonerated from any liability in this respect, if the Bank proves that it has fulfilled its intermediary tasks correctly. 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.

**5.3.** 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.

**5.4.** The Bank does not take any responsibility with regard to the consequences of delay and/or loss of documents or other correspondence addressed to the Bank or sent by the Bank, including account statements, nor in respect of damage or other errors that may occur during the transportation/transmission of such documents or correspondence.

## **I.6. KNOW YOUR CUSTOMER, PREVENTION OF MONEY LAUNDERING AND COMBATING OF TERRORIST FINANCING**

**6.** As a financial institution, the Bank is subject to the provisions of Law No. 129/2019 for the prevention and combating of money laundering and terrorist financing, as well as for the amendment and supplementation of certain normative acts, of NBR's Regulation No. 2/2019 on the prevention and combating of money laundering and terrorist financing and of Emergency Ordinance No. 202/2008 on the enforcement of 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.

## **I.7. FINAL PROVISIONS**

### **7.1 ASSIGNMENT**

**7.1.1.** The Client may not assign its rights and obligations under specific conventions or the GTC in general, in the absence of a written consent from the Bank.

**7.1.2.** The Bank, at its sole discretion and at any time during the existence of the GTC, may assign to a third person selected at its discretion, any of its rights and the Client, by signing this document and the specific agreements, unconditionally consents with regard to any such assignment. The assignment will become effective and enforceable against the Client as of the date at which the latter receives a notification from the Bank, under the applicable legal provisions in this respect.

The Bank shall notify the Client in writing with regard to such an assignment, at least 60 days before the effective date thereof.

**7.1.3.** The customer understands and agrees that, in the case of an assignment made by the Bank in accordance with the provisions of this section, the Bank will be relieved of the obligations related to the rights so transferred or, where applicable, any and all obligations, from the time when the assignment becomes effective.

**7.1.4.** In each and every case, the assignment shall not imply additional costs for the Client. The Client shall have the right to be compensated by the Bank and the assignee for any additional expenses caused by the assignment.

**7.1.5.** In relation to the assignee, the Client shall be able to use all the remedies that the Client could have invoked against the assignor. Thus, the Client shall be able to enforce the executed payment against the assignor before the assignment becomes enforceable upon the Client, regardless whether he/she is aware of other assignments, as well as any other prior reason for the extinguishment of the obligations.

**7.1.6.** In case of a merger/split-off of the credit institution, the legal provisions in force shall apply.

## **7.2 FORCE MAJEURE AND UNFORESEEABLE CIRCUMSTANCES**

**7.2.1.** 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 entity 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.

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

**7.2.3.** 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.

**7.2.4.** With regard to any payment obligation of the Client resulting from or in connection with the GTC, the Client shall not be discharged from the contractual liability for unforeseeable circumstances.

**7.2.5.** The Bank and the Client shall not be liable for any loss due to force majeure events.

## **7.3 ABSENCE OF TACIT RENUNCIATION**

**7.3.1.** The Bank's omission, in whole or in part, as well as any delay on the part of the Bank to exercise any rights arising under a contract concluded with the client or to benefit from any remedies under such an agreement, shall not prevent the Bank from exercising this right and shall not be deemed a waiver of its rights and in no case will the Bank be deemed as offering tacit consent to any debt being rescheduled or waived, except in cases where a written document is signed for this purpose.

**7.3.2.** The waiver by the Bank of the performance of any conditions set out in the contracts concluded with the Clients will not be construed as the Bank's waiver of the requirement for such condition to be subsequently fulfilled.

## **7.4 CERTIFIED TRANSLATIONS**

**7.4.1.** 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.

**7.4.2.** Documents issued by a foreign authority and presented to the Bank, such as identity documents or authorizations shall be diligently examined by the Bank without assuming any responsibility with regards to their authenticity.

## **7.5 CONFIDENTIALITY**

**7.5.1.** The Bank shall keep the confidentiality of the information regarding Client's accounts and the operations ordered by the Client and will not reveal such information without the consent of the Client, except for cases expressly mentioned in the applicable legislation in force.

**7.5.2.** If allowed under the applicable legal provisions, the Bank is authorized to request from / to provide to the Payment Incidents Register, Central Credit Register, the Credit Bureau or similar institutions, any information on the Client's risk degree, creditworthiness or any other information that the Bank deems necessary in order to decide with regard to the granting or provision of certain specific services, while such information is necessary for the normal development of the business relationship between the Bank and the Client. The request/provision of information is made at least with the prior information of the client. If the Client's consent is required, the request / provision of information shall be made only after such authorization is obtained from the Client.

## **7.6 SUGGESTIONS AND 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 in Internet Banking BT24, NEO BT;
3. Phone call– Call Center: 0264594337, 0800802273, 0264 308028, \*8028 (reachable from Vodafone, Telekom and Orange);
4. Social Media: [Facebook](#);
5. In persons, at any [BT branch/agency](#);
6. In writing, by letter to any BT branch/agency or sent to our headquarters (Cluj-Napoca, [Calea Dorobanților, nr. 30-36, cod poștal 400117, jud. Cluj](#)).

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, except for the situations in which other terms are prescribed by law.

Likewise, the clients have the right to access extrajudicial mechanisms for the amicable settlement of disputes, as well as the mechanisms provided by Center for Alternative Settlement of Bank Disputes (CSALB). Additionally, they can address the competent institutions and authorities for the management of consumer complaints, i.e. National Authority for Consumer Protection (ANPC), the National Bank of Romania or the National Supervisory Authority For Personal Data Processing (ANSPDCP).

## **7.7 SUPERVISORY AUTHORITY AND CONSUMER PROTECTION AUTHORITY**

The supervisory authority of banking activities is the National Bank of Romania, located at the following address: 25 Lipscani St., Sector 3, 030031 Buchares; The National Authority for Consumer Protection is headquartered in Bucharest, Bd. Aviatorilor nr. 72, sector 1.

## **7.8 GUARANTEE OF FUNDS**

The funds available on the Client's accounts opened with the Bank 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. The bank displays the information on the guaranteeing of deposits by the Bank Deposit Guarantee Fund and the list of unsecured deposits on its website and in all its units.

### **I. LIST OF UNGUARANTEED DEPOSITS**

#### **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;

## 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:	<b>7 working days as of the date when the deposits became unavailable.</b> <b>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.</b>
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>



<p>FGDB's contact details:</p>	<p><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/Fax: 0314 232 800/<b>E-mail:</b> <a href="mailto:comunicare@fgdb.ro">comunicare@fgdb.ro</a> / Site: <a href="http://www.fgdb.ro">www.fgdb.ro</a></p>
<p>Additional information:</p>	<p><b>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:</b></p> <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>

## 7.9 NOTICES

**7.9.1** The Bank displays at its offices and posts on its website or via other electronic means the following information: The GTC, the List of Fees and Commissions, BT's Privacy Policy, Notice regarding the processing and protection of personal data of BT Clients, the interest rates and banking charges, the minimum available cash limit on the account below which the bank may decide on business termination, or any relevant transaction-related information.

**7.9.2.** The Client accepts that the account statement or the displays in the Bank's units represent sufficient notification of the amendments in the Bank's General Terms and Conditions. The account statement or the document posted within the bank's units will mention the date when the amendments become effective. Following these modifications, the Client must come to the bank's offices to sign the General Terms and Conditions in the new format or to notify the Bank in writing within the terms and in the manner indicated on the account statements and/or displayed at the bank's offices, with respect to the proposals to modify the General Terms and Conditions. Should the Client not come to the bank's offices, comes to the Bank but does not request the GTC or does not send a written notification to the Bank regarding the modification proposals, the Bank will consider the new provisions as accepted and they will become applicable starting from the date specified in the notification.

**7.9.3.** 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.

**7.9.4.** Any request, notice, approval or communication derived from these GTC shall be made in writing, using one of the methods agreed with the client, such notice being considered received in accordance with article 7.9.6.

**7.9.5.** If any change occurs (including, but not limited to the introduction/increase/reduction of interest rates, penalties, fees, commissions, charges or other new costs) in the Bank-Client relationship regarding

operations for which the client has freedom of choice, except as provided in agreements related to products and/or banking services and/or as provided in credit agreements, such change is considered to be brought to the client's attention only if the Bank can provide evidence for the receipt of the sent notification within the legal term or by display in the Bank's units or on the Bank's website, as applicable. If the terms of the specific contracts concluded with the Client do not stipulate provisions contrary to the present GBCs, the Bank will either use its List of fees and charges, in effect on the payment transaction date, or act in accordance with the provisions of the contracts/agreements/conventions concluded, in line with the legislation in force.

**7.9.6.** Notifications shall be sent to the Clients via simple registered letter and shall be considered received by them within 5 (five) working days as of the date on the postal stamp, placed by the sending Post Office on the distribution list. 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.

**7.9.7.** Any written communication from the Bank shall be deemed as validly sent by post /e-mail / SMS if it was sent to the last postal address/ phone number/ e-mail address notified to the Bank by the Client.

**7.9.8.** Any communication/notification delivered to the Bank by the Client will be effective only when received by the Bank, at the time on the Bank's receipt stamp. If the Client sends a communication/notification to the Bank by registered letter with acknowledgement of receipt, it is deemed received at the signing date of the acknowledgement for receipt.

**7.9.9.** The communication between the parties during the contractual relationship shall be in Romanian.

## **7.10 GOVERNING LAW AND JURISDICTION**

**7.10.1.** These GTC are drafted in Romanian and shall be governed by and construed in accordance with the Romanian law. As a rule, any dispute derived from the interpretation and/or execution of these GTC shall be amiably solved, being otherwise settled by the competent courts of law in accordance with the Civil Procedure Code or by the alternative dispute settlement bodies.

**7.10.2.** In order to settle potential claims, the Client can also address the National Authority for Consumer Protection, based in Bucharest, sector 1, Bulevardul Aviatorilor, nr. 72, phone no. 0372131951, e-mail: [office@anpc.ro](mailto:office@anpc.ro), website [www.anpc.gov.ro](http://www.anpc.gov.ro), as well as the National Bank of Romania, having its registered office in Bucharest str. Lipsicani nr. 25. Likewise, in order to settle any misunderstandings or litigations with the bank, the Client may resort to amiable extra-legal proceedings such as Centrul de Soluționare Alternativă a Litigiilor în Domeniul Bancar (CSALB) - autonomous legal entity incorporated based on Gov. Ordinance nr.38/2015 regarding alternative solving of litigations between consumers and retailers and according to Law No. 192/2006 on mediation and the mediator profession, by signing a mediation agreement through an authorized agent or in accordance with Government Ordinance No. 38/2015 on alternative dispute resolution. The information regarding the alternative settlement of disputes and litigations by CSALB can be consulted at [www.csalb.ro](http://www.csalb.ro) and the mediation procedure and the list of authorized agents is available on the website: [www.cmediere.ro](http://www.cmediere.ro).

**7.10.3.** 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.

## **7.11 INTERPRETATION**

**7.11.1.** Acceptance by the Client of this document represents the acknowledgement and acceptance by it of the entire content, the Client thus confirming that the Bank has made available all the documents and

information required for the understanding of the provisions of the GTC. Therefore, the customer agrees to assume the risk of error with regard to the understanding of any provisions in these GTC, so that the cancellation of the contractual provisions due to error is ruled out.

**7.11.2.** By the signing of the form for the initiation of the business relationship, the Client represents and warrants to the Bank that he/she has carefully read and become acquainted with all the terms contained in these GTC that he/she has understood, agreed with and expressly accepted, including the clauses on the limitation of liability, the right to unilateral termination of the agreement, to suspend the fulfilment of the obligations or the ones that to the Client's detriment stipulate the forfeiture of rights or forfeiture of the benefit of a timeline, limitation of the right to raise defenses, restriction of the freedom to conclude agreements with other persons, the tacit renewal of the agreement, the applicable law, arbitration clauses or derogations from the standard rules on the competence of the court authorities.

**7.11.3.** In the event that any provision of the GTC and/or of any of the specific Agreements concluded between the Bank and the Client is or becomes null, void or non-enforceable according to the applicable law, then the lawfulness, validity and applicability of such provision within the limits allowed by the law and the remaining provisions of the GTC will not be affected or prejudiced by it. The Parties shall strive to carry out those actions and/or changes that would lead to the same legal and/or economic result, which was anticipated at the time when the GTC were concluded.

## **7.12 OTHER CLAUSES**

**7.12.1.** If a law prohibits the fulfilling by the Client of any of its obligations assumed in relation to the Bank (or any part of such obligation) in the currency in which such obligation is established, or does not allow any funds in that currency to be remitted to the Bank, the Client shall fulfil the obligation (or any part thereof) by making the payment to the Bank (at the discretion of the Bank and in the manner indicated by the Bank) in such other currency as indicated by the Bank.

**7.12.2.** The Client will pay a sufficient amount in that other currency so as to allow the Bank to purchase an amount equal to the payment obligation of the Client (or the respective part of it) in the currency it is established in, as calculated pursuant to the public reference indices. To this purpose, the Bank shall be entitled to debit any of Client's accounts, at its discretion, with the amounts owed by him/her, without notifying the Client in advance, and the Client hereby expressly authorizes the Bank to sign payment orders, instructions and other documents that may be necessary to ensure that the abovementioned operation can be carried out fully and appropriately.

**7.12.3.** If a deduction or withholding must be made, in accordance with the law, from a Client's payment to the Bank, the Client will pay a larger amount, so that following any such deduction or withholding, the Bank will have received and benefitted from a net amount equal to the amount it would have received if there had not been any deduction or withholding.

## **PART II** **BANKING PRODUCTS AND SERVICES FOR RETAIL CLIENTS**

### **II.1. DEPOSITS AND CASH ACCOUNTS**

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.

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

3. 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.

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

The interest calculation formula is:

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

5. 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.

6. 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.

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

8. 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.

**II.2. TERMS AND CONDITIONS FOR THE  
ACCESSING AND USE OF A PAYMENT account in  
RON with basic services for financially vulnerable  
individuals**

**1. DEFINITIONS**

**Financially vulnerable individual:** the financially vulnerable individual according to Law 258/2017, resident or non-resident, holder of a basic payment account in RON, opened with the Bank. The financially vulnerable individual is the individual whose monthly income does not exceed the equivalent of 60% of the average gross income, predicted in the latest Macroeconomic Forecast- autumn issue, or whose earnings do not exceed this threshold for 6 consecutive months. The monthly income determined this way shall be hereinafter referred to as the “vulnerable income” and its value is published on the Bank’s website, every year, after the publishing of the autumn macroeconomic forecast. The new value determined by the Bank shall become applicable as of the 1<sup>st</sup> day of the calendar month following the month when the autumn macroeconomic forecast is published.

**Basic payment account for financially vulnerable individuals:** current account in RON opened with the Bank.

**Evidence of financial vulnerability:** the document requested by the Bank, evidencing the gross monthly income of the individual requesting the classification as a financially vulnerable individual or, as the case may be, the non-existence of it. The list of documents, depending on the customer's status (List of Justifying Documents), can be consulted at any time in any bank unit. In this document, the evidence of financial vulnerability shall be referred to as the "evidence".

**Financially vulnerable under-aged individual:** is an individual aged under 18 years, whose parents / guardian, are / is financially vulnerable, on the basis of the evidence submitted to the bank along with the consent for the opening of the current account in the name of the under-aged individual. The under-aged individuals, whose parents / guardian do not fulfill the condition of financial vulnerability, will not have basic payment accounts for financially vulnerable individuals.

**The basic services for financially vulnerable individuals** are the basic services described in Part I.> I. 2. Definitions:

**Internet / mobile banking services:** are the Internet Banking BT24 and Mobile Banking BT24 services (Standard, Invoices and Student), and/or Neo BT (internet and/or mobile banking) requested by the Customer and made available to the individual, on the basis of specific requests / agreements signed with the Bank. They allow for transfers, payments, inquiries and access to information – as applicable. Within this section, such services shall be referred to as "IB services" or "IB".

**2. GENERAL PROVISIONS**

**2.1.** These *Terms and Conditions for the accessing and use of the RON basic current account for financially vulnerable individuals* (hereinafter referred to as the “AUTC”) govern the relationship between the Bank and its clients, Romanian and foreign individuals (herein individually referred to as the “Client”), and shall apply to the basic payment accounts opened for such individuals within the context of a financial vulnerability, and are to be supplemented with the provisions in BT’s GENERAL TERMS AND CONDITIONS for retail clients, the forms and provisions specific to each product or service (if necessary), the legal provisions in force, including the specific consumer protection law and the NBR’s regulations.

**2.2.** These AUTC regulate the relationship between the Bank and the Client, holder of a basic payment account for financially vulnerable individuals, come into force at the date when the Client accepts this

document, and remain in effect until the closing of the basic payment account for financially vulnerable individuals, or until the financial vulnerability disappears, which leads to the suspension of the services / benefits granted on its basis, or the replacement (if necessary) with similar services provided by the Bank under standard conditions. The modification or cancellation of any of the banking products or services used by the Client within the basic services for financially vulnerable individuals does not affect the validity of the remaining products and services or of these AUTC.

**2.3.** The AUTC represent standard clauses for general and repeated use and they do not need to be individually negotiated with the Client. In case of inconsistencies between the clauses negotiated in any agreement or document concluded between the Client and the Bank and the standard clauses in these AUTC, the clauses negotiated in the specific agreements or documents shall prevail.

**2.4.** The AUTC 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.

**2.5.** The information regarding the services provided to financially vulnerable individuals are made available in the Bank's offices, being brought to the Clients' attention by any means of information, in accordance with the legal provisions in force.

**2.6.** At any time, the holder of a basic payment account for financially vulnerable individuals, is entitled to receive, upon request, on paper or on any other durable medium, the current version of the AUTC, as well as the Information Document regarding the fees corresponding to the account. The information document regarding the fees is an appendix to these AUTC.

**2.7.** The Bank reserves the right to amend these AUTC, in total or in part, whenever it deems necessary, and such amendment shall take effect within 2 months as of the date when such notification is considered to have been received by the Client, in accordance with the section "Notices", unless the Client notifies the Bank in writing on its refusal to accept such amendments within the aforementioned period. Changes are communicated to the Client as described in Chapter 4 "Notices" or using other communication means specific to each banking service/ product under the specific Agreement.

### **3. OPENING AND USAGE OF THE BASIC PAYMENT ACCOUNT FOR FINANCIAL VULNERABLE INDIVIDUALS**

**3.1.** In order to open a basic payment account for financially vulnerable individuals, the Client (or, as applicable, the parents/guardian of the under-aged Client) is obliged to fill in the account opening documents and to submit to the Bank all the required documents, according to the legislation and the internal regulations in force: the account opening form, the statement of financial vulnerability, the document evidencing the existence of the financial vulnerability.

**3.2.** The Bank shall be able to refuse the opening of a basic account for financially vulnerable customers if:

- The Client already holds a bank account opened with the Bank or another institution;
- The Client does not declare or refuses and / or does not provide evidence of his/her financial vulnerability;
- The condition of financial vulnerability is not confirmed by the evidence provided;
- The Client provides false, inadequate, 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 its internal regulations.

**3.3.** To qualify for a basic payment account for financially vulnerable individuals, the condition of financial vulnerability must exist at the time of the request.

- A financially vulnerable client (having a gross monthly income of less than the monthly vulnerable income) at the request date will enjoy the benefits of basic account for financially

vulnerable individuals, even if this condition was not met in the previous period (6 months prior to the request).

- A client who is not financially vulnerable (i.e. having a gross monthly income below the monthly vulnerable income) at the request date will not enjoy the benefits of basic account for financially vulnerable individuals, even if this condition was met in the previous period (6 months prior to the request).

**3.4.** The evidence of income will be provided as follows:

- In the case of individuals with permanent, recurring income, the evidence of such income shall be taken into account.
- In the case of individuals with occasional or non-permanent income, the average income of the 6 (six) months preceding the application shall be taken into account.
- In the case of individuals with both permanent and occasional income, the applicant's situation shall be analyzed upon the filing of the application.

**3.5.** The bank opens the payment account within maximum 10 (ten) business days as of the receipt of the application. The application receipt date is considered the submission date of the complete required documentation: the account opening application, the financial vulnerability statement, the evidence.

**3.6.** The bank may refuse to open the account, providing reasons in this respect. In case of refusal, following the decision, the Bank:

- Informs the Client of the refusal and the specific reason thereof, in writing and free of charge, unless such information is contrary to the national security and public order objectives;
- Informs the Client about the complaint filing procedure, as well as on the Client's right to contact the competent authority and/or the authorized alternative dispute settlement body, providing the relevant contact details, as well.

**3.7.** A financially vulnerable Client may hold only one payment account with the facilities associated to his/her condition.

**3.8.** A financially vulnerable Client will not hold both a payment account with the facilities associated to his/her condition and a payment account in RON under standard conditions. However, at his/her request, the Bank may provide payment accounts in other currencies (other than RON) under standard conditions.

**3.9.** The customer benefits from the basic payment account for financially vulnerable individuals for a period of 6 (six) months.

**3.10.** Periodically, the Bank verifies the maintenance of the financial vulnerability condition. For this, after 6 (six) months as of the account opening date / granting of the facilities for the financially vulnerable clients, the Bank will notify its clients about the review of their financial vulnerability, indicating the actions to be followed by the Client, respectively the measures taken by the Bank.

- Within 2 (two) months as of the date of the written notification, the Client must provide new evidence of his/her financial vulnerability.
- When evidence is presented during the two months following the notification, the facilities of the basic services for financially vulnerable customers are extended for another 6 (six) months as of the date of the new evidence. At the end of this period, the reconfirmation procedure shall be repeated every 6 (six) months in order to extend the granted facilities.
- If the abovementioned evidence is not submitted during the two months following the written notification, starting with the third month, the Bank will suspend the facility conditions granted to financially vulnerable individuals. Thus, if the Customer will use the basic services after the two months, the Bank will apply the standard fees charged regularly for these services and provided in the **List of Fees and Commissions**. The Client has the

possibility to request the closing of the payment account without any related costs, in accordance with the provisions in **BT's General Terms and Conditions for Retail Clients**.

- If, during two months, the Client submits documents that do not reconfirm his/her financial vulnerability, the Bank will suspend the facilities granted to financially vulnerable individuals. Thus, if the Client continues to use the standard services, the Bank will charge the standard fees and commissions laid down in the **List of fees and Commissions**. The Client has the possibility to request the closing of the payment account without any related costs, in accordance with the provisions in **BT's General Terms and Conditions for Retail Clients**.

#### 4. COSTS

**4.1.** The fees and commissions charged for the basic payment account for financially vulnerable customers are provided in the **Fee-related Information Document**, available in any of the Bank's units and on the Bank's website. This represents an appendix to these AUTC.

**4.2.** The Client has the possibility to make an unlimited number of transactions through the payment account via any available channel and channel made available by the Bank at his/her request and on the basis of the specific agreements:

- Bank counters;
- IB Services;
- Cards attached to the payment account;
- ATMs and multifunctional machines of the Bank.

**4.3.** The facilities regarding the basic services for the financially vulnerable customers available via card are valid for the VISA ELECTRON/VISA CLASSIC card. If requested, the customer may also decide for other cards attached to the payment account. They are granted under standard tariff conditions.

**4.4.** The customer benefits of the first 10 payment transactions free of charge, as they are provided in the **Fee-related Information Document**. The Bank allows for transactions beyond this limit as well, whereas for the basic services exceeding the limit of 10 (ten) free-of-charge monthly operations, the Bank will apply the standard fees provided in the **List of Fees and Commissions**.

**4.5.** For the mutual protection of the parties, the debiting of the account over the financial vulnerability limit (above the vulnerable monthly income) of the basic payment account for financially vulnerable customers shall be notified to the Bank at least 1 working day before the performance thereof.

- The financially vulnerable customer can carry out debiting financial operations/payment account, without notice, on a monthly basis, up to the maximum amount represented by the monthly vulnerable income.
- The financially vulnerable customer can carry out monthly operations / payment account above the financial vulnerability limit (above the monthly vulnerable income), by notifying the Bank and presenting the supporting documents requested by the Bank in order to clarify the exact use of the funds. If the Client fails to submit the required documents / provide sufficient justifications, the Bank may refuse to carry out the operations, and may review the financial vulnerability condition or request updated evidence, on a case by case basis.

#### 5. NOTIFICATIONS

**5.1.** Notifications shall be sent to the Clients via simple registered letter and shall be considered received by them within 5 (five) working days as of the date on the postal stamp, placed by the sending Post Office on the distribution list. 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.



**5.2.** Any written communication from the Bank shall be deemed as validly sent by post /e-mail / SMS if it was sent to the last postal address/ phone number/ e-mail address notified to the Bank by the Client.

## **6. GOVERNING LAW AND JURISDICTION**

**6.1.** These AUTC have been prepared in Romanian and shall be governed by and construed in accordance with the Romanian law. As a rule, any dispute derived from the interpretation and/or execution of these GTC shall be amiably solved, being otherwise settled by the competent courts of law in accordance with the Civil Procedure Code or by the alternative dispute settlement bodies.

## **II.3. GENERAL CONDITIONS FOR THE USE OF DEBIT & CREDIT CARDS FOR RETAIL CLIENTS**

### **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 by Banca Transilvania under their name, in order to be able to use such cards subsequently for contactless payments at retailers, transfers among own card added in the app, transfer to cards of different clients, via phone number, transfers via IBAN, transfers to the accounts of Alias Pay users, activation of the Alias Pay service, collections on BT cards from nonBT cards, authorize (approve or reject, as applicable) online payments via BT Pay, contactless cash withdrawals, code-base cash withdrawals, enroll cards in other payment applications that the Bank cooperates with, pay utility invoices by accessing the Invoice Payment service, view card details, activate and set the Round Up service, issue or re-issue a debit card, issue a Virtual card, view the transaction history related to a card (including card loading), view card expenses broken down per categories, view the balance of the account related to the card, for credit cards: view the monthly due amounts, view the installment-based transactions, prepay the outstanding amounts resulting from monthly installments, setting the automatic payment of the monthly obligations (minimum and maximum payment amount) from the current account of the cardholder, crediting the account related to the credit card with the minimum or maximum payable amount from any BT card enrolled in the BT Pay application, when updating the personal data in the bank's system, when applying for a credit card or the increase of the credit line for the held product, when applying for an overdraft, when applying for offers, offers of Banca Transilvania, as well as offers of the Bank's partners, set daily trading limits for digital and physical cards, temporarily or finally block and unlock such cards;
- add cards issued by other financial institutions in Romania, under the logo of Visa, Mastercard, Maestro, enrolled in the 3D secure service and make transfers between these cards.

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

The application can be used on iOS and Android operating systems, and needs to be installed from the dedicated stores (Google Play Store , App Store [and Huawei App Gallery](#)).

**Payment application:** the BT Pay application provided by Banca Transilvania to its Clients, as well as other applications of certain partners with whom the Bank cooperates and who allow for the enrollment of the cards issued by Banca Transilvania in the partners' applications for contactless and online payments, contactless cash withdrawals. The enrollment of cards with third-party payment applications can be made from the BT Pay application and/or directly in the third-party application.

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

**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, transfers, card limit setting, card locking and unlocking, 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 for the card issuer is the National Bank of Romania, having its registered office in Bucharest, Strada Lipsicani nr. 25, sector 3, cod 030031, and the authority in charge of the consumers is the National Authority for Consumer Protection, having its registered office in Bucharest Bd. Aviatorilor nr.72, sector 1.

**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 regarding the status of the accounts;
- Other related services (phone card charging, BT card activation, PIN code customization, etc.).

**Credit card:** electronic payment instrument in the form of a standardized, secured and customized support, which allows the card holder/user to have access to the card current account and/or to use the balance existing on the account opened in the name of the cardholder in order to perform operations in accordance with this document. The Bank issues the card at the request and on behalf of the holder and / or the user authorized in this regard by the holder. The credit card is a hybrid card. The credit card may be linked to an alternative electronic payment instrument (of the type contactless sticker) issued under the logo VISA ELECTRON/ VISA CLASSIC/ MASTERCARD and can be used via the payment apps in which it is enrolled.. The credit card is a shopping card for retail clients that allows the holder/user to perform transactions as defined hereinafter and that is suitable for international use. The credit card is attached to a RON credit card account with a credit limit made available to the Client via the card. The credit limit

represents a loan granted by the Bank and made available to the Client. The credit limit available via the credit card is approved by the Bank and expressly accepted by the Client upon the signing of the specific Agreement for this product, whereby such agreement shall also stipulate the specific use conditions for the credit card limit and the related costs.

**Debit card:** electronic payment instrument in the form of a standardized, secured and customized support, which allows the Card holder/user to have access to the current account or to use the balance existing on the current account opened under the name of the Card holder/ “Enlarged EURO Account” (in case of Mastercard Direct cards attached to it) in order to perform operations in accordance with these General Terms and Conditions for the Use of Debit and Credit Cards for Retail Clients. The Bank issues the card at the request and on behalf of the holder and / or the user authorized in this regard by the holder. The debit card is a hybrid card. The debit card may be linked to an alternative electronic payment instrument (of the type contactless sticker, payment bracelet or watch) issued under the logo VISA ELECTRON/ VISA CLASSIC/ MASTERCARD and can be used via the payment apps in which it is enrolled.. Within the meaning of these General Terms and Conditions for the Use of Debit and Credit Cards for retail clients, the electronic payment instrument / alternative payment instruments shall be referred to as “cards”.

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

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

**Additional card:** a card issued by the bank attached to the holder’s account and upon the holder’s request under the name of a third party appointed by the holder (including without limitation spouse, full-age child, parents), called the card user.

**Virtual card:** electronic debit payment instrument, issued virtually in the BT Pay payment application, which is intended exclusively for making online payments and transfers, within the limits of the funds available on the account to which it is attached.

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

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

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

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

**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 supplied to the Bank for the authorization of this type of transactions (phone number for 3D Secure).

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

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

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

**Device:** mobile phone/smart watch/bracelet, etc. on which a payment application is installed.

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

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

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

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

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

**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 (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 it is updated regularly.

**PIN:** the personal identification number that consists of 4 digits, is assigned by the bank to the Card holder / user and can be subsequently changed, being strictly confidential and identifying the Card holder / user when performing transactions. Depending on the terminal and card settings, the PIN may or may not be requested when performing the transaction, sometimes being replaced by the signature for validation purposes.

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

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

**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/token 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:
  - o 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;

- o cash 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, or based on a unique code generated via the payment application or the secure electronic channels made available to the Client by the Bank (for example: Internet / mobile banking application);
- o card/payment token 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 (payments of utilities, interrogation of account balances, etc.).
- [offline transactions allowed to be performed with certain merchants and within certain limits 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/payment tokens at terminals displaying the signs of the international organization under which the card/payment token was issued;

**Money transfers via the BT Pay application:** an option which allows individual users to initiate money transfers, money requests to / from their phone contacts (who are BT Pay users, as well) and transfers between their own cards added in the application. The transfers shall be made in the same currency in which the card is denominated (RON, EUR), thus meaning that transfers involving currency conversions cannot be made. The app users will also be able to initiate money transfers [through](#) the card attached to the RON current account [and to other accounts by indicating the IBAN code of the beneficiary, as well as transfers to Alias Pay users](#).

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

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

## 2. GENERAL PROVISIONS

### Debit cards for retail clients

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

payment instrument, a hybrid card (dual card) with and incorporated contactless technology that can be used in Romania for RON operations and abroad for FCY operations.

The Visa Classic Virtual card is an electronic debit payment instrument, issued virtually in the BT Pay payment application, which is intended exclusively for making online payments and transfers, within the limits of the funds available on the account to which it is attached.

**2.2.** The charges applied by the Bank for debit card operations are presented in the Annex to the “Debit card application form”. The Client is informed and receives, upon request, a copy of the Annex upon the application for the card or anytime during the validity period of the card. When handed over the card, the Client will also receive the Annex in force at the card issue date.

### **Credit cards for retail clients:**

**2.3.** Banca Transilvania S.A. issues the following credit cards attached to a RON account:

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

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

**2.4.** The fees charged by the bank for credit card operations are presented to the client upon the application for the credit card in the form of the *List of fees and commissions for credit cards for retail clients* and anytime during the card validity period, upon request.

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

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

## **3. GENERAL CONDITIONS FOR THE USE OF CARDS**

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

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

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

**3.1.3.** The debit/ credit cards for retail clients are acquired in Romania only for:

- - cash withdrawal at ATM's displaying the VISA ELECTRON / MasterCard logo;

- - cash withdrawal in lei at POS terminals installed at bank counters displaying the VISA ELECTRON / VISA/ MasterCard logo;
- the purchase of goods and services in lei from retailers, authorized Romanian legal entities, displaying the VISA ELECTRON / VISA/ MasterCard logo, respectively the “Contactless” signs for this kind of operations;
- the payment of invoices at the ATMs of Banca Transilvania, BT Express, BT Express Plus, [BT Pay](#)
- money transfers via the BT Pay application. Transfers can be made between two cards of the user, registered in the application, from the user's card to another BT Pay user or via IBAN to a client of Banca Transilvania or to another financial institution.

**3.1.4.** The debit and credit cards for retail clients are accepted in other countries only for:

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

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

**3.1.6.** The debit and credit cards can also be used via payment applications for payments, cash withdrawals, transfers and online payment authorizations.

For the purpose of carrying out card transactions via payment applications, the cards must be previously enrolled with the application.

The enrollment of the card in digital form with the BT Pay application is also allowed when the card has not yet been delivered to the holder/user in physical form.

**3.1.7.** For the enrollment of each card in payment applications, the user of the app can be requested card identification detail, including without limitation: the card number, the CVV code of the card, the name / surname of the cardholder, the card expiry date. In order to complete the card registration, the user will receive a code via an SMS text message to the telephone number provided by him/her upon the initiation of the business relationship with Banca Transilvania or the update of the data in the bank's system.

**3.1.8.** The entry [by the user of the data/code referred to in Article 3.1.7.](#) shall be considered as consent for the enrolment 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.

**3.1.9.** The card holder/user must express his/her consent for the execution of each and every card operation. Through his/her 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 and transfers 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).

**3.1.10** For the purchase of small-value goods and services (below RON 100 or the FCY equivalent) 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.

**3.1.11.** 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 if this is not technically feasible. In such cases, the provisions of Chapter VI shall apply accordingly.](#)

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

**3.2.1.** 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, 3DSecure 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.](#)

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

**3.3.** The **cardholder/card user must keep the card** safe and secure and prevent damages to the **card**, [not transmit](#) and take all the necessary measures to prevent the use of the card or the data on the card and the related security features (PIN, CVV/CVC security code, 3Dsecure security code, static password set for online payments, code received by SMS for registration of the card in payment applications, method of securing the phone, etc.) by persons not authorized to use the card [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 allow the use of the device on which the payment application(s) used to make payments/transfers or to authorized online payments by third parties is/are installed and to take all the necessary measures to prevent such use.

Whenever the card holder/user notices the loss or theft of the card/mobile phone/device on which a payment application is installed or the use of the card in unauthorized transactions, the card holder/user will proceed as follows:

**3.3.1.** Communicate this fact by phone, without undue delay, to the Cards Call Center of Banca Transilvania, phone number 0800 80 2273 (0800 80CARD), toll free in any telephony network in Romania or 0264 594337, chargeable phone number that can be used from abroad, as well. The card will be therefore 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 BT24 Internet/mobile banking service/Neo BT/ BTPay payment application, 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 holder/user according to the latter's request.

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

**3.3.3.** If, after complaining about any loss or theft, the cardholder / card user recovers the respective card, he/she must return the card to any BT unit without delay. The Bank's representatives shall conclude a delivery-receipt protocol for the card, whereby a counterpart of such protocol shall be handed over to the card holder / card user. 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.

**3.3.4.** If unauthorized transactions are performed with the card after the theft/loss of the card/mobile phone/ device on which the payment application is installed or if the card details are used in a fraudulent manner, besides the obligation to inform the Bank, and upon the Bank's request, the card holder must also refer the matter to the criminal prosecution bodies, as soon as possible 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 3.3.1..

**3.3.5.** If the obligations expressly set out under Articles 3.3, 3.3.1 and 3.3.4 are not met, it is considered that the Card holder/ user has acted in bad faith and/or with gross negligence and shall fully bear the financial losses pursuant to the applicable legal provisions, whereby the Bank is exonerated from any liability.

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

- exactly on the operation date, for operations performed from Mondays to Saturdays, between 09.00 - 19.00 o'clock;
- on the first banking day if the operations are performed outside the previously mentioned time span, also considering the day-closing time in the Bank's system.

**3.4.1** The payment of utility invoices at **BT ATMs** or **BT Express Plus** is possible with a card issued by the bank. When performing a utility payment operation at the ATM or BT Express Plus, the payer, i.e. the holder/user of a card issued by the Bank, shall follow the steps below in the menu of the teller machine:

- the payer inserts the card with chosen for the payment in the machine, and follows the authentication steps;
- he/she selects the specific option for invoice payment from the machine's menu;

- the payer selects the desired supplier from the list of suppliers for whom such payment is available;
- the payer enters the necessary data for the specific payment to the selected supplier, making sure that the entered data are correct. The responsibility for complete and correct data, necessary to make the payment to the selected supplier, rests entirely with the payer.

The Bank shall check the available funds on the client's account upon the completion of the invoice payment transaction and the transaction is authorized only if there are sufficient available funds on the account related to the payment card.

The bank authorizes the transaction, the amount is frozen on the card account, and no longer available to the customer for further use.

At the end of each banking day, in order to process the payment and transfer the amount of the payment to the utility provider, the Bank checks that the Client has complied with the instructions regarding the entered data, and that the payer has entered the complete data requested by the provider and in the format accepted by the provider. The content and structure of the data requested by each provider is specific to such supplier and is communicated by each utility provider to its own clients, through the specific communication channels established with them. The bank shall not be held liable for this communication between the utility provider and its clients.

- If the data entered by the Client are complete and correspond to the format requested by the provider, the amount is debited from the client's account (by eliminating the frozen amount from the same account), respectively transferred to the provider. The responsibility for the processing of the collection of the invoice amount in the provider's records falls entirely with the provider, and the Bank has no control and responsibility in this regard. The update of the payer's client account in the provider's records, and the communication of the new account standing to the Client occur in accordance to the provider's procedures, independent of the Bank's will and control.
- If the data entered by the Client are not complete and/or do not correspond to the format requested by the provider in order to accept the collection of the invoice (for example, but not being limited to, inconsistencies between the selected supplier and the invoice details entered by the payer), the payment cannot be processed. The amount frozen on the Client's account is released and returned to the Client's account. The Client is notified in this regard by SMS on the mobile phone number communicated by the Client as contact telephone upon the enrolment / update of the Client's personal data. If the payer has not provided the Bank with a mobile phone number, the bank does not have the possibility to send the notice.

The bank is not held responsible for the failure to process the payment in any situation in which the Client selects a provider other than the one to which the Client wants to pay the invoice, in situations where the data entered by the Client are not complete and/or do not correspond to the specific format requested by the provider selected by the Client, as well as for those cases when, for reasons independent of the Bank's will, the SMS cannot be sent (for example the failure of the communications lines for text messages for reasons independent of the Bank's control, the failure of the Client's phone, the impossibility of the Client's phone to receive text messages, the failure to deliver messages as a result of the Client's failure to communicate the change of the mobile phone number to the Bank upon the update of his/her personal data).

**3.4.2** Payments to third parties at **BT Express** machines is possible with a card issued by the Bank or with cash, depending on the beneficiary of the payment. Payments to utility providers are made only by bank card.

The steps the payer must follow in order to carry out the payment transaction to third parties, at BT Express machine are:

- the payer scans the bar code on the invoice issued by the utility provider / company to which the payment is to be made;
- based on the bar code read by the device, it automatically identifies and displays on the screen the beneficiary of the payment;
- the payer verifies if the identified provider (displayed on the machine's screen) is the one to whom the payment is to be made. By going to the next step in order to make the payment represents the payer's confirmation that the identification is correct;

- If the bar code also includes information about the payment amount, this is taken over from the invoice by reading the bar code and is displayed on the machine screen;
- The payer checks that this amount corresponds to the amount he/she wants to pay:
  - o If the amount taken over from the bar code does not correspond to the amount that the payer wishes to transfer to the issuer of the invoice and if the supplier/company to whom the payment is to be made allows for this feature, the payer can modify it by using the machine keyboard;
  - o Likewise, if the amount is not taken over from the invoice by reading the barcode, and if the supplier/company to whom the payment is to be made allows for this feature, the payer can enter the amount by using the machine keyboard;

Going to the next step this represents a confirmation that the payment amount is the one that the payer wants to transfer to the invoice issuer;

- The payer selects the desired payment method, depending on the machine's capabilities and the provider type: BT card or cash;
- the payment is completed.

For payments made by cards issued by the bank:

- The Bank shall check the available funds on the client's account upon the completion of the invoice payment transaction and the transaction is authorized only if there are sufficient available funds on the account related to the payment card.
- The Bank authorizes the transaction and the amount is automatically debited from the card account;

At the end of the day the bank sends the information related to the payments made, in a format agreed with the providers.

The update of the payer's client account in the provider's records, and the communication of the new account standing to the Client occur in accordance to the provider's procedures, independent of the Bank's will and control.

**3.5. The approval of a transaction performed at the terminal of another acquiring bank** determines the immediate freezing of the related amount on the account attached to the card, 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 nor can they request the settlement of a transaction at the request of the card holder.

**3.6.** 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:

**3.6.1.** The merchants provide the possibility to make off-line transactions, without freezing the payment amount. 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 debits the card account with the related amount. Off-line 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.

**3.6.2.** 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.

**3.6.3.** 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.

**3.6.4.** 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.

**3.6.5.** 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.

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

**3.7. The actual debiting of the account** attached to the card with the amount of the operation performed at the terminal of another bank takes place 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 client's account at the time when the Bank receives the transaction for settlement.

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

**3.9. Entering the activation / PIN code incorrectly for three consecutive times** during the validity period of the card will bloc the card and the card will be captured by the terminals with such capability.

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

**3.11.** The Bank may establish limits in terms of amount and/or number of transactions for card operations, limits that are communicated to the Client holder / user upon the issue of the card. The Card holder / user may request the Bank (through specific forms in the Bank's units, by calling the Call Center or through the options in the Internet or mobile banking application/BT Pay contactless payment application) to change the limits, both for the card issued under his/her name and under the name of a user. This request shall be analyzed by the Bank and the decision shall be communicated to the Card holder/user in one working day.

**3.12.** For security reasons, in order to prevent the fraudulent use of the card, the Bank may monitor the card operations performed by the Card holder/user and may restrict them based on certain criteria (certain countries, currencies, merchants, fields of activity, behaviors, etc.). The Card holder/user 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. BANK'S RIGHTS AND OBLIGATIONS**

##### **4.1. Banca Transilvania, the issuer of the debit and credit cards for retail clients, has the following rights:**

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

**4.1.2.** Not to act on payment refusals if they are not initiated by the Cardholder or Card User within the time limits for appeals set out in Chapter 6 of these GTC.

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

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

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

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

**4.1.7.** 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.

- 4.1.8.** 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: card activation code, upcoming date of the card expiry and reissue upon expiry, the possibility to pick up the card from the BT unit or to have it delivered by courier, subject to the client's express request and the payment of the related shipping costs, etc.

**4.1.9.** To charge a fee according to the bank's decisions with respect to the payment refusals initiated by the card holder / user and solved unfavorably.

##### **4.2. Banca Transilvania, the issuer of the debit and credit cards for retail clients, has the following obligations:**

**4.2.1.** To block the card when declared lost or stolen by the Card holder/user, through the methods specified under 3.3.1, or when unauthorized card transactions are registered.

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

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

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

**b.** For debit cards attached to the individuals' current accounts / Increased Current Account in Euro (for MasterCard Direct attached to it), the account statement corresponds to the summary current account statement available at the bank's units, as hard copy, free of charge (for the month prior to that in which it is generated). If the card holder is also a user of the Internet Banking application, the account statements may be accessed via this application (for free, with no extra costs for viewing account statements).

**c.** In the case of credit cards for individuals, monthly statements shall be sent to the cardholder in the manner agreed with the Bank: (i) free of charge, at the Bank's head office (for the month preceding the month in which it was generated); (ii) as well as and/or by electronic means of communication (e-mail or via Internet Banking applications in the case of credit cardholders who are also users of these products offered by the Bank, etc.)/by post (on paper), for a fee, at the cardholder's domicile address. If, for reasons outside the control of the Bank, the cardholder does not receive the monthly card account statement in a timely manner, he/she must inform the Bank on the due amounts in time, in accordance with the agreed contractual provisions.

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

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

(b) In the event of changes in fees and commissions, the Bank shall notify the Cardholder Client by electronic means of communication (e-mail, SMS, etc.) and/or on paper under the terms and conditions provided for by the legal provisions in force. The notification of the client with regard to the modifications made by the Bank for the card costs as payment instrument shall take place at least two months before the enforcement of such modifications. If the client does not accept the proposed modifications, he/she must inform the Bank in this respect, until the working day prior to their enforcement, along with the payment of the possible debits resulting from the use of the card, its fees and taxes, within 15(fifteen) days as of the notification of rejection of the Bank's conditions.

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

**4.2.7.** The Bank shall not be held liable if an operation is not authorized or a card is not acquired for payment as a result of the cardholder's / user's failure to fulfill any of his/her obligations under these GTC and/or in situations beyond the control of the bank (for example, without limitation, the introduction of erroneous card details, card activation code, PIN, phone/device securing method, for a contactless payment application, the use of an expired card, card demagnetization or damage, the use of cards for transactions exceeding the daily limits set by the Bank, the refuse of a retailer to accept the card).

**4.2.8.** The Bank shall be held liable towards the card holder/user for the non-performance or improper performance of the Card holder's / user's transactions due to the malfunctioning of the instrument, device, terminal or any other equipment of the Bank, provided that such malfunction is not due to the Card holder's / user's fault.

**4.2.9.** If the Cardholder/User has not acted fraudulently or with gross negligence, the Bank shall also be liable to the Cardholder/User for any unauthorized operations carried out in any of the following situations: (i) the loss of the payment instrument was caused by an action or lack of action on the part of an employee, agent or branch of the Bank or of an entity to which activities in this respect have been outsourced; (ii) operations initiated after the card has been blocked in accordance with Article 3.3.1.

**4.2.10.** The Bank must credit the Card holder's account with the equivalent of the compensation, within one banking day, as of the acknowledgement of the holder's entitlement or as of the confirmation of such right by a court authority.

**4.2.11.** 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.

## **5. CARDHOLDER/USER'S RIGHTS AND OBLIGATIONS**

### **5.1. The cardholder/user has the following rights:**

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

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

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

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

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

**5.1.6.** To dispute payment operations, by going to a Bank unit and filling in the specific payment refusal form or by alternative means (telephone call in the Call Center, BT Visual Help application), under the conditions set out in Chapter 6 of these GTC.

### **5.2. The cardholder/user has the following obligations:**

**5.2.1.** To use the card in good faith, according to the contractual and legal provisions, without any prejudice to the bank, other card holders, retailers, other acquiring banks or payment organizations, regardless of the nature of such prejudice.

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

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

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



**-the value of transactions**, including without limitation, purchases or cash withdrawals, utility payments, transfers from the card account via the BT Pay application;  
**-fees and commissions** 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 for the use of debit & credit cards for retail clients**.

**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.

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

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

If transactions are carried out in a currency other than that of the card (the account currency), the card holder shall pay from the funds available on its current / card account in lei (for credit cards and the following debit cards): VISA ELECTRON/VISA CLASSIC, Mastercard Mondo Mastercard Gold Debit, Mastercard World Elite and Mastercard Banca Transilvania OmniPass), and/or the EUR current account (for Mastercard Direct) the equivalent of the performed operations and of the generated charges.

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 (USD) for Visa cards, respectively the settlement currency of the bank with MasterCard (EUR/) 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.

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.

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;
- 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.

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

**5.2.7. a.** The cardholder shall pay the fee set by the Bank for initiated and unfavorably resolved payment refusals from the funds available on his/her current/card account, in accordance with the provisions of Article 4.1.9.

**b.** The cardholder will indemnify the bank for any damages, loss or expenses if it is demonstrated that they resulted from the violation of the provisions stipulated in these **General Terms and Conditions for the use of debit & credit cards for retail clients** or because the Cardholder has been declared financially liable for the initiated payment refusals (disputes).

**5.2.8.** To [comply with the general terms of use as laid down in Chapter 3 of these GTC.](#)

**5.2.9.** 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 (both upon the initiation of the business relationship with the Bank and upon the submission of the phone number for the 3D Secure online transactions), as the phone number represents both an identification key for the user's login in a payment application and 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 (which enable contactless payment, cash withdrawals, transfers, online payment authorization, etc.), 3D Secure security code for online transactions, card activation code, etc.

**5.2.10.** 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, [Huawei AppGallery](#) and App Store. The Client undertakes to cooperate with the Bank in case of cyber attacks, for the identification of the related source.

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

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

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

**5.2.14.** In the event of a payment refusal, to provide the Bank with all the requested information/documents and to take all the necessary steps to resolve the payment refusal. Information or documents can be requested by the bank by telephone, SMS or e-mail, using the contact details in its records. 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.

**5.2.15.** The card holder/user 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 card holder 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 client 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 Update request - purchase of banking products/services.

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

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

**6.1.1.** If the Card Holder/ User becomes aware that a payment transaction has been unauthorized by him/her or has been incorrectly executed by the Bank, the Card Holder/ User may 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.** In the case of an unauthorized transaction, for which the Card holder/user has not expressed his/her consent, as defined under Articles 3.1.8. - 3.1.9. and for which the User/Holder has initiated a payment refusal within the period laid down in Article 6.1.1., provided he/she has met his/her obligations according to Articles 3.3., 3.3.1. and 3.3.4, the Bank shall return the amount of the unauthorized transaction to the Holder/User. 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 is/ has been committed by the Holder/User.

**6.1.4.** If the Bank can prove, after having returned the amount of the unauthorized payment transaction under Article 6.1.3, 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.

**6.1.5.** In the case of an incorrectly executed transaction, if the User/Holder 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.

**6.1.6.** 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.

**6.1.7.** The payment refusal does not mean that the transaction is cancelled or stopped from being settled. The provisions of Article 3.5. on the impossibility to stop the settlement of the transaction shall apply accordingly.

**6.1.8** Until the blocking of the payment instrument according to Article 3.3.1, the Holder/User is directly liable for all the performed card operations, and he/she shall bear the related loss up to the limit of the RON equivalent of EUR 30 (thirty euro), at the NBR exchange rate applicable on the day of the operations claimed to be unauthorized. The Holder/User shall be fully liable in the event that it has acted fraudulently, in bad faith or has willfully or grossly negligently failed to comply with one or more of its obligations under these General Terms and Conditions. The liability of the Holder/User is assessed especially under consideration of the nature of the customized safety elements of the payment instrument/device 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 commercial reasons/ 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 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 does not mean that the transaction is cancelled or stopped from being settled. The provisions of Article 3.5. on the impossibility to stop the settlement of the transaction shall apply accordingly.

**6.2.3.** 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 internal regulations and 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.

**6.2.4.** As per the provisions of Article 6.2.3, the Holder / User / 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 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.

**6.2.5.** 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 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 Holder/User exceeds the deadline for disputing the payment transaction, he/she shall exonerate the Bank from any liability.

**6.2.6.** Once a dispute (payment refusal) 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.

**6.2.7.** The Bank shall inform the Card 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 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.

**6.2.8.** 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 Card 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, 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.

**6.2.9.** If the funds cannot be recovered, the Bank shall provide the Holder/User with all the available information that could be used in court for the recovery of the funds from the merchant.

**6.2.10.** 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 Card holder/user in order to obtain undue benefits or to deceive the bank or the payment acquirer, as well as in case of failure to fulfil any of the payment obligations towards the bank, the bank has the right to take the following measures, without any prior notice to the Card holder/user:

- to refuse 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 his/her account;
- to refuse the issue of a new card or the replacement of the card, unless the holder 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 Card holder /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 to the Card holder /users.

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

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

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

**7.3.** The Bank has the right to take the following measures without a prior notification of the card holder/user:

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

**7.4.** The Bank reserves the right to limit/suspend the use of the card and to freeze the amounts on the Card holder's account in such cases as: attachments, seizures, client's inappropriate behavior that could generate damages for the bank or for third parties.

**7.5. Each party has the right to request the unilateral closing / termination of the card and of the related product agreement** with a written notice to the other party. The closing of the card / termination of the card agreement becomes effective after 30 (thirty) calendar days as of the receipt of the notice if the same is sent at the Card holder'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.

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

- Incorrectness of the personal data declared by the card holder / user;
- The card holder/user fails to notify any modification of his/her personal data;
- The card holder/user carries out operations the value of which exceeds the funds available on the card-related account provided that, after being notified by the bank using the contact details declared to the Bank, the card holder does not cover the debit by the deadlines provided in the **General terms and conditions for the use of debit & credit cards by individuals** and in the notification sent by the bank;
- Fraudulent or inappropriate behavior of the card holder, misuse of the card or of the transaction disputing system which can generate losses for the bank or third parties (other banks, retailers, etc.)
- The Card holder / user violates the provisions in the **General terms and conditions for the use of debit cards by individuals**.

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

**7.7. The closing of a Bank's product of the type of a debit/credit card** does not absolve the Card holder/ user of the obligations assumed for the whole validity period of the credit/credit card, and of the related product agreements.

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

## **8. DURATION AND AMENDMENTS**

### **8.1. a. Debit cards:**

The debit card is valid for 5 (five) years as of the issue date. It is usually automatically extended with periods equal to that of the initial contract, if the following conditions are cumulatively met:

- the card holder has not filed any written waiver request with the Bank, at least thirty (30) calendar days prior to the card expiration;
- the bank's review shows that operations 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 cardholder/user has observed his/her obligations assumed under these GTC.

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

In justified individual situations, the Bank reserves the right to issue cards with a shorter validity period than the abovementioned one or not to automatically re-issue a card upon maturity.

### **b. Credit cards:**

The credit card has a validity period of 5 (five) years as of the issue date. Upon the expiry, the bank reserves the right to review the fulfilment by the client of the obligations laid down in the card agreement. If such conditions have been met, the card will be re-issued automatically, unless the credit Card holder has filed an explicit written request for cancellation thereof, at least 30 (thirty) calendar days before its expiry.

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

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

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

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

**8.3.** The card holder /user agrees that during the validity period of the card the amounts payable by the Client to the Bank 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.

## **9. NOTICES**

**9.1. The cardholder undertakes to notify the bank about any modification** of the data stated in the card issue application form (other than the contact details, separately mentioned under Article 5.2.19), within 7 (seven) days from the date of the modification thereof. The cardholder shall notify the bank about any modification in the personal data of the card user with the latter's consent and authorization, as confirmed in writing in a letter to the bank.

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

## **10. CONFIDENTIALITY**

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

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

## **11. GENERAL PROVISIONS**

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

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

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



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

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

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

### **1. SMS ALERT**

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

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

- Card payments at POSs in the country and abroad
- Internet card payments in the country and abroad
- ATM cash withdrawal in the country and abroad
- Invoice payments at ATMs/automated payment machines;
- - Voice authorization transactions (imprinter) from the call center
- 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](#)
- [When activating/deactivating the SMS Alert service;](#)
- Information message regarding the payment obligations, for credit cards for which the Client has an SMS Alert service subscription

The SMS messages are transmitted automatically, to the phone number specified in the subscription application, at the time when the previously mentioned transactions are performed. [Account crediting messages are only sent if SMS Alert is active on the account holder's card.](#)

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;
- by accessing the Neo BT/BT24 Internet/Mobile Banking app, and unsubscribing and resubscribing with the new phone number for every card for which the modification is intended.

The phone number is not automatically updated only by updating it in the Update request form - purchase of banking products/services or in the Data/Account Right Modification Request Form.

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

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

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

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

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

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

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

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

**3.4.** If the operation cannot be performed according to these **Terms and Conditions for the SMS Alert Service**, due to the Client's fault (including without limitation, incorrect identification data), the Client shall continue to owe the monthly subscription fee for the SMS messages.

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

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

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

**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 subscription period, the Beneficiary shall be notified two months in advance of their entering into force. The Client has the right to terminate the agreement unilaterally, free of charge, before the date proposed for the entry into force of the amendments.

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

**4.3.** The 2-month 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. SMS ALERT VALIDITY PERIOD

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

## 6. TERMINATION OF THE SMS ALERT SERVICE

**6.1.** The provision of the SMS ALERT service agreement shall cease “ipso jure” at the date when the card and / or card account is closed, as well as if the business relationship with the Client is terminated, for reasons authorized by law, or any time, with the parties’ consent.

**6.2.** The Client may unilaterally denounce the SMS Alert service at any time after its activation, without any penalty fee or other charges, on condition that the subscription fee for the current month is fully paid. For this, the Client must go to the Bank and fill in the corresponding standard form (provided by the Bank free of charge) for the termination of the service. The SMS Alert service ceases the moment the renunciation request is signed.

**6.3.** The Bank may unilaterally terminate the service, on condition that the Bank notifies the Client, two months prior to the requested termination date.

**6.4.** The Bank may request the termination of the SMS Alert service, if the Client has failed to fulfil any of his/her obligations, as well as if, including without limitation: the Client does not pay the due subscription fee for a period longer than 60 (sixty) calendar days as of the due date.

**6.5.** The Client may request the termination of the SMS ALERT service, if the bank does not start to provide the service (in the absence of a justified reason) or does not resume the supply of the suspended services by the deadline established for the resumption thereof.

**6.6.** The service termination notification for the reasons mentioned under Article 6.4 and 6.5 will be communicated to the other party, at least 30 (thirty) days prior to the indicated termination date and shall gain full effectiveness upon the expiry of such term, without the intervention of the court authority or any other formality.

**6.7.** The Bank reserves the right to terminate the provision of the SMS Alert service, in a maximum period of 30 (thirty) days following the emergence of circumstances which could not be foreseen at the date when the subscription agreement was signed and this may lead to the modification of the clauses in **the Terms and Conditions for the SMS Alert service** in such a manner that fulfilling them would be contrary to public interest.

**6.8** In all the abovementioned cases, the Bank has the right to demand the payment of the subscription fee, commensurate with the period until the service termination date.

## 7. COMMUNICATION

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

## 8. SETTLEMENT OF CONFLICTS AND DISPUTES

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

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

## **9.CONFIDENȚIALITATE**

The Bank shall take all the necessary measures to protect the confidentiality of the access to the information transmitted 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 exclusive fault.

## **II.5. BT24 INVOICES**

### **1. BT24 INVOICE SERVICE**

The BT24 Invoice service allows payments to the utilities providers agreed by the bank and to view the available balance in the RON current account, selected by the CLIENT via the Internet, as a result of being granted access by the BANK to the BT24Invoice application, according to the Client's option. The complete list of utilities providers is available under [www.bt24.ro](http://www.bt24.ro).

### **2. TERMS AND CONDITIONS FOR INTERNET BANKING TRANSACTIONS VIA BT24 INVOICES**

The Bank shall send a message with the login data to the email address indicated by the Client at the time of the subscription. The terms and conditions governing BT24 Invoice banking transactions shall be communicated to the Client in electronic format, upon the first login. The Client shall not be able to access the application without reading and accepting the terms and conditions for the application.

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

**3.1.** The Bank undertakes to carry out the transactions requested by the Client, based on the information sent through the BT24 Invoice application.

**3.2.** The Bank has the obligation to inform the Client, as soon as possible, any time the requested operation cannot be performed because of the violation of any applicable legal provisions or because of any situations that prevent the Bank from carrying out the operation.

**3.3.** The Bank has the right to block the Client's access to the BT24 Invoice application, when it has reasonable suspicions that the Client's identification / access data is used by unauthorized persons and/or in a fraudulent manner (including suspicions of "phishing" attacks) or if the Client does not access the application for a period of 3 (three) months.

### **4. CLIENT'S OBLIGATIONS**

**4.1.** The Client undertakes to keep the identification data made available to him/her by the Bank as strictly confidential, also in the case of receiving "phishing" messages. Phishing is a theft method targeting confidential data (including, without limitation: personal, financial, access data to systems and/or applications).

**4.2.** The Client assumes full responsibility for the disclosing of his/her identification data to other persons, also in case of "phishing" attempts, this representing a case of gross negligence of the user.

**4.3.** The Client undertakes to inform the Bank as soon as an unauthorized person becomes aware of its identification data (including the case when the access data were disclosed to a third party following a "phishing" attempt).

**4.4.** The Client has the obligation to ensure available and sufficient funds on its current account for the Bank to process the operations ordered by the client.

## **5. TERMINATION OF THE BT24 INVOICE SERVICE**

**5.1.** The service **BT24 INVOICES** ceases de jure at the date when the business relationship with the Client is terminated, for reasons authorized by law or at any time, with the parties' approval.

**5.2.** The Client may unilaterally terminate the BT24 INVOICE service at any time after the service activation, without having to pay any penalty fee or any other charges. For this, the Client must go to the Bank and fill in the corresponding standard form (provided by the Bank free of charge) for the termination of the service. The BT24 INVOICE service ceases the moment the renunciation request is signed.

**5.3.** The Bank may unilaterally terminate the BT24 INVOICE service, on condition that the Bank notifies the Client, two months prior to the requested termination date.

**5.4.** The Bank may request the termination of the BT24 INVOICE service, if the Client does not fulfil any of his/her obligations.

**5.5.** The Client may request the termination of the BT24 INVOICE service, if the bank does not start to provide the service (in the absence of a justified reason) or does not resume the supply of the suspended services by the deadline established for the resumption thereof.

**5.6.** The service termination notification for the reasons mentioned under Article 5.4 and 5.5 shall be communicated to the other party, at least 30 (thirty) days prior to the indicated termination date and shall gain full effectiveness upon the expiry of such term, without the intervention of the court authority or any other formality.

**5.7.** The Bank reserves the right to terminate the provision of the BT24 INVOICE service, in a maximum period of 30 (thirty) days following the emergence of circumstances which could not be foreseen at the date when the subscription agreement was signed and this may lead to the modification of the clauses in **the Terms and Conditions for the BT24 INVOICE service** in such a manner that fulfilling them would be contrary to public interest.

## **6. COMMUNICATION**

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

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

**7.1.** These **Terms and Conditions for the BT24 INVOICE service** are governed by the Romanian law, being in line and completed "de jure" by legal regulations in force with respect to the banking activity, the mandate related rules, any legal norm regulating the financial/foreign currency field, as well as the legislation for the prevention and punishment of money laundering and the consumer protection law.

**7.2.** 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.

## **8. CONFIDENTIALITY**

The Bank shall take all the necessary measures to protect the confidentiality of the access to the information transmitted 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 exclusive fault.

## **II.6. TERMS AND CONDITIONS FOR THE USE AND PERFORMANCE OF BANKING TRANSACTIONS THROUGH THE INTERNET BANKING SERVICE NEO BT (NEO BT)**

### **1. DEFINITIONS**

**Bank** - Banca Transilvania, providing its Clients with IT services called NEO BT - Internet Banking and Mobile Banking.

**Online internet banking apps** - NeoBT (internet and/or mobile banking).

**Neo BT** - Internet and mobile banking applications facilitating the performance of banking operations via the Internet. They can be accessed via PC or via a smartphone with internet access in order to obtain financial information about the Client's bank accounts and perform banking operations, as well as the possibility of activating/deactivating certain facilities/services available within the application. The NEO application is installed from online Android and IOS dedicated stores. Apart from the public functions, clients may also activate the transaction function. Further details about NEO are available on [www.NEOBT.ro](http://www.NEOBT.ro).

**Client** - natural person, having an account opened with the Bank and requesting the activation of NEO BT service either online or via the Bank's units.

**User(s)** - the client or person(s) mandated by the Client to perform banking operations on his/her behalf via NEO BT, 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.

**NEO BT 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).

**NEO BT agreement:** the file composed of the NEO BT activation request and the *Conditions for the Use and Performance of Banking Transaction via NEO included in the GTC for retail clients*.

**NEO BT Contact Center** - assistance and general information for the NEO BT users, by phone, e-mail or other means of communication.

**Secure messaging** – 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 NEO BT service activation request 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 NEO and generates random unique codes that are to be entered by the users both for the login and for the authorization of the transactions performed via this application. The device in physical form is owned by the Bank and may be

blocked/reactivated or withdrawn unilaterally by the bank at any time in the cases and under the conditions herein.

## **2. CONDITIONS PRECEDENT**

**2.1.** In order to use the NEO 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 NEO BT 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 NEO BT, 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 NeoBT, 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 information, and/or to destroy / modify the content of the orders transmitted online by the user. By using NEO BT, 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 NEO BT is accessed.

**2.3.** The Bank does not have any obligation regarding the installation, maintenance, servicing or setup of the equipment used to access NEO BT.

**2.4.** The Bank shall not be held liable for possible errors that might occur during the use of the NEO BT 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.** The Bank will provide the service package: Internet Banking and Mobile Banking. If NEO BT is requested through the online platform, by natural persons who initiate the business relationship with the Bank also in the online environment, NEOBT allows for payment operations within the limit of RON 5,000/day, and the restriction of cross-border transfer for 3 months, respectively. These restrictions shall be cancelled once the Client visits any BT unit in order to provide the specimen signature and the transactional profile is analyzed.

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

### **3. OBJECT OF THE NEO BT AGREEMENT**

**3.1.** The subject matter of this agreement is to access the NEO BT in order to use all the available features, both by the clients and by the users designated by them. The types of operations / other facilities available through NEO BT is presented in the instructions of the application.

### **4. ACCESS TO THE NEO BT APPLICATION**

**4.1.** The functionalities, work instructions, terms of safe use of the application can be accessed on the web page [www.bancatransilvania.ro](http://www.bancatransilvania.ro) and the NEO BT dedicated web page

**4.2.** The user accesses NEO BT 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 NEO BT).

**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 NEO BT activation request.

**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 requires the authentication by token, the Client shall receive a token device, which can be both physical and electronic.

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 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 NEO BT 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 NEO BT 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 after completing the banking operations / using the facilities in NEO BT.

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 NEO BT 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. COSTS, FEES AND COMMISSIONS FOR NEO BT**

**5.1.** The costs for the use of the NEO BT application, as well as the fees and commissions charged for the banking operations performed by the user through it, other facilities available through NEO BT, shall be charged according to the List of fees and commissions for account operations, attached to the bank's *General Terms and Conditions for Retail Clients*, which are published in all the Bank's units and posted in the NEO BT application, under *Terms and Conditions*.

The modification/update of the fees and commissions for payments initiated via the NEO BT 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 List of fees and commissions for account operations, attached to the GTC - Retail.

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

### **6.1. RIGHTS AND OBLIGATIONS OF THE BANK**

**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 NEO BT from the users..

**6.1.2.** The Bank may refuse to perform the operations ordered by the users through NEO BT 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 NEO BT, without prior notice, if the latter is inactive in the application for a period exceeding 3 months 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 NEO 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 NEO, 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 NEO BT.

**6.1.7.** the Bank has the obligation to inform the user, as soon as possible, any time the requested operation cannot be performed, due to the violation of any applicable legal standard or as a result of other similar situations, which prevent the Bank from processing the operation.

**6.1.8.** The Bank has the obligation to provide the user with the NEO BT Use Manual, via the application, or in hard copy at the client's request, or on another durable medium, as defined by law.

**6.1.9.** Following the enforcement of the know-your-customer measures, the Bank may decide to limit cross-border payments made through the bank's internet/mobile banking products for a minimum period of 3 months after the account opening/request for the product. Throughout this period, the client may carry out operations at the bank's counters.

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

**6.2.1.** The User may instruct the Bank, through the NEO BT 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 NEO BT 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 internet banking, directly from the Bank's website [www.bancatransilvania.ro](http://www.bancatransilvania.ro) or <https://neo.btrl.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 been already accepted in the Bank's electronic settlement system; The payment, according to the instruction, must not be guaranteed by the Bank;
- The payment's beneficiary must express its consent regarding fund return, if necessary;
- technical errors of the NEO BT 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 Fees and Commissions.

**6.2.5.** The user can request 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 Neo BT 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 commits to keeping confidential all his/her identification data provided by the BANK, including in the case of receiving phishing messages. The user takes responsibility for the disclosure of its identification data to third parties, inclusively as a result of "phishing" attacks, which represents a serious case of gross negligence of the client.

**(c)** The user must inform the Bank as soon as an unauthorized person becomes aware of its identification data (including the case when the access data were disclosed to a third party following a "phishing" attempt).

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

**6.2.10.** The Client has the obligation to ensure the necessary and sufficient funds on his/her account in order for the Bank to be able to collect the fees and commissions due, as well as to perform the banking operations ordered by the client, through 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 NEO BT, 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 NEO BT service can be requested in any BT unit.

The phone number is not automatically updated only by updating it in the Update request - purchase of banking products/services.

**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 NEO BT is correct and still valid.

## **7. PERFORMANCE OF OPERATIONS**

**7.1.** The bank considers that the client has expressed the approval in order for the payment orders to be executed, if the client clicks on the specific transaction confirmation buttons by using the confidential access data. The approval can be revoked until the bank receives the payment order for processing, at the latest.

**7.2.** The operations via NEO BT 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).

## **8. LIABILITY**

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

**8.1.1.** The Bank shall not be held responsible for the transactions 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 is not responsible 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) When the user discloses identification / access elements for the NEO BT application, as a result of "phishing" attacks or viruses affecting the client's equipment.

**8.1.5.** The Bank cannot be held responsible 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 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 agreement.

**8.1.7.** The Bank shall not be held liable for the sending by the client of certain confidential information about his/her accounts/transactions to the e-mail addresses in the dedicated fields of the platform, via NEO BT.

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

**8.2.1.** As of the signing of the NEO BT agreement, the Client undertakes to accept and assume all the consequences and risks related to the performance of transactions via the Internet.

**8.2.2.** The Client is liable for the consequences of the use of his/her or his/her users' identification elements and token within the NEO BT application by another third party due to the user's fault and assumes all the risks which might result from such actions.

**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 NEO BT, 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 NEO BT for his/her accounts, as well as for the prior information of the said persons about the granted rights.

**8.2.6.** The Client 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 agreement.

**8.2.7.** The Client must make sure that the e-mail address to which he/she wants to send certain transactions and/or account/card statements from NEO BT is correct and still valid.

## **9. CANCELLATION OF THE NEO BT ACCESS RIGHTS**

**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 in the token device for 5 times consecutively.

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. NEO BT AGREEMENT TERMINATION**

**10.1.** The agreement ceases of right as of the termination of the business relationship, by reasons authorized by law, or at any time, with the parties' consent.

**10.2.** The client may cancel the contract unilaterally, under the condition of sending a written notification to the Bank, at least 30 days before the date requested for cancellation. The client may cancel the contract unilaterally provided that all its debts to the bank are fully paid, without additional charges. In this respect, the client shall come at the banks counters and fill in the appropriate form provided by the bank for this purpose.

**10.3.** The Bank may cancel the contract unilaterally, under the condition of sending a written notification to the Client, at least 60 days before the date requested for cancellation.

**10.4.** 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 cancel the agreement, within no more than 30 days since the occurrence of certain circumstances which could not be foreseen at the agreement signing date and which lead to the modification of agreement provisions in such a way that the fulfillment of the agreement could contravene the 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 application's secured messaging.

Any other notices between the parties may be effected via the application's secured messaging, or by mail, phone, fax, e-mail, SMS.

## **12. AMENDMENT OF THE NEO BT 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, at least 2 months 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 2-month term shall not apply to the 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 any answer from the client until the proposed date of enforcement of the contract modifications, the bank shall consider that this is a tacit agreement of the client with the new conditions.

### **13. FINAL PROVISIONS**

**13.1.** The NEO BT agreement enters into force upon the client's acknowledgement and expressed consent regarding the NEO BT Terms and Conditions, when the application is successfully accessed.

If the NEO BT 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 NEO BT agreement shall be concluded for an indefinite period, provided a business relationship with the Bank exists.

**13.2.** The NEO BT agreement is supplemented with the other clauses of the GTC-Retail. In the case of inconsistencies between this NEO BT agreement and the GTC- Retail, the provisions herein shall prevail.

## **II.7. INFORMATION ABOUT BANCA TRANSILVANIA'S INSURANCE PARTNERS**

According to the legislation in force regarding the distribution of insurance services we inform you that the Bank is registered with the Register of Insurance Intermediaries at the Financial Supervisory Authority under No. RAJ 156327 and acts as a secondary insurance intermediary.

The Bank's registration, as an affiliated insurance agent, with the Register of Insurance Intermediaries can be verified on the official website of the Financial Supervisory Authority, by accessing the following link: <http://asfromania.ro/supraveghere/registre-electronice/registrul-intermediarilor>

The bank intermediates insurance services for the following companies:

- a) **Groupama Asigurari S.A.**, having its registered office in Bucharest, str. Mihai Eminescu, no.45, sector 1, registered with the Register of Insurers and Intermediaries under no. RA-009/2003 - Insurance Classes: A1. Accident insurance, A3. Land transport insurance (other than railway), A8. Fire and other natural disasters, A9. Other goods, A10. Civil liability insurance for motor vehicles, A13. Civil liability insurance, A18. Assistance for persons in difficulty during trips or absence from home or permanent place of residence, C1. Life insurance, annuities and additional life insurance.
- b) **Metropolitan Life Asigurari METLIFE EUROPE INSURANCE D.A.C. 3498 DUBLIN** having its registered office in Bucharest, Str. Lascăr Catargiu, nr. 47-53, Sector 1, registered with the Register of Insurers and Intermediaries under no. RA-001/2003 - Insurance Classes: A16. Financial loss insurance.
- c) **Metropolitan Life Asigurari METLIFE EUROPE D.A.C. 3497 DUBLIN** having its registered office in Bucharest, Str. Lascăr Catargiu, nr. 47-53, Sector 1, registered with the Register of Insurers and Intermediaries under no. RA-001/2003 - Insurance Classes: A1. Accident insurance, A2. Health insurance, C1. Life insurance, annuities and additional life insurance, C3. Life insurance and annuities related to investment funds.

- d) **Generali Romania Asigurare Reasigurare S.A.**, having its registered office in Bucharest, Piata Charles de Gaulle, nr.15, Sector 1, registered with the Register of Insurers and Intermediaries under no. RA-002/2003 – Insurance Classes: I. Life insurance, annuities and additional life insurance, A8. Fire and other natural disasters
- e) **AEGON Towarzystwo Ubezpieczen na Zycie S.A.**, having its registered office in Floresti, str. Avram Iancu, no. 506-508 - Insurance classes: C1. Life insurance, annuities and additional life insurance, C3. Life insurance and annuities related to investment funds.
- f) **Eurolife ERB Asigurari de viata S.A.**, having its registered office in Bucharest, B-dul Dimitrie Pompeiu, nr. 6A, Olympus Building, registered with the Register of Insurers and Intermediaries under no. RA-060/2003 - Insurance Classes: C1. Life insurance, annuities and additional life insurance, C3. Life insurance and annuities related to investment funds.
- g) **Eurolife ERB Asigurari Generale S.A.**, having its registered office in Bucharest, B-dul Dimitrie Pompeiu, nr. 6A, Olympus Building, registered with the Register of Insurers and Intermediaries under no. RA-061/2003 - Insurance Classes: A1. Accident insurance, A8. Fire and other natural disasters
- h) **ALLIANZ - TIRIAC ASIGURARI S.A.**, Bucharest, str. Caderea Bastiliei, no. 80-84, sector 1, registered with the Register of Insurers and Intermediaries under no. RA-017/2003 - Insurance classes: I. Life insurance, annuities and additional life insurance, II. Marriage insurance, birth insurance, III. Life insurance and annuities related to investment funds, IV. Permanent health insurance, A1. Accident insurance, A2. Health insurance, A3. Land transport insurance (other than railway), A5. Air transport insurance, A6. Maritime, lacustrine and river transport insurance, A7. Insurance of goods in transit A8. Fire and other natural disasters, A9. Other goods, A10. Civil liability insurance for motor vehicles, A11. Air transport civil liability insurance, A12. Maritime, lacustrine and river transport civil liability insurance, A13. Civil liability insurance, A14. Credit insurance, A15. Collateral insurance, A16. Financial loss insurance, A18. Assistance for persons in difficulty during trips or absence from home or permanent place of residence

For the insurance distribution activity, the Bank as an affiliated agent - secondary intermediary, is remunerated by the insurer, according to Law no. 236/2018 and to A.S.F Rule no. 19/2018 on the distribution of insurance services, based on a combination of fees included in the insurance premium for activities related to the conclusion of your insurance contract.

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