

**GENERAL TERMS AND CONDITIONS of BT applicable to INDIVIDUALS**  
**(Code: CGA.3.3.8)**

**PART I**

**I.1. PREAMBLE**

**1.1. GENERAL PRESENTATION**

In accordance with the provisions of Government Emergency Ordinance 99/2006 regarding credit institutions and capital adequacy and its activity purpose, Banca Transilvania offers its clients 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 proposal, including in presentation brochures, customized offers, product descriptions, outdoor advertising or mass media advertising.

Banca Transilvania is identified with the following elements: address: 8 George Baritiu Street, zip code 400027, Cluj-Napoca, Cluj County, Romania, Phone: 0801 01 0128(BT) - reachable from Romtelecom network, 0264 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 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"), and shall apply to any type of contract between the Client and the Bank, and are to be supplemented with 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. 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 on the date of their signing by the Client and are valid until the date when the business relationship ceases. The modification or cancellation of any product or service used by the Client is effected under the conditions stipulated in the specific agreement for the respective product and does not affect the validity of other products and services or of these GTC.

**1.3.2.** The GTC represent standard clauses for general and repeated use and they do not need to be individually negotiated with the Clients. In case of conflict between the clauses negotiated in any agreement or document signed between the Client and the Bank and the standard clauses in the GTC, the clauses negotiated in the specific agreements or documents shall prevail.

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

**1.3.4.** All the information regarding the offered products and services will be displayed at the Bank's offices, in visible places or brought to the Clients' attention by any information means according to the legal or contractual provisions in force. The presentation by the bank of its products and services is considered as a non-binding offer for the bank.

**1.3.5.** At any time during the business relationship, the Client has the right to receive upon request, on paper or any other durable medium, the version in force of the Bank's GTC, as well as the List of applicable interest rates, fees and commissions, which forms an integral part of these GTC.

**1.3.6.** The Bank reserves the right to fully or partially amend these GTC, whenever it deems necessary and such amendment shall affect the relationship between the Bank and the Client within 2 months after the date when such notification is considered to have been received by the Client, in compliance with the provisions laid down in the "Notices" section, unless the Client has notified the Bank in writing on his/her refusal to accept such amendments in the aforementioned period of time. Changes are communicated to the Client as described under "Notices" or using the means of communication specific to each banking service/product pursuant to the specific Agreement.

## **I.2. DEFINITIONS**

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

**The Bank:** Banca Transilvania SA and any of its territorial units;

**Client:** an individual, resident or non-resident, holder of an account opened with the Bank, as well as the persons who are authorized persons/legal representatives operating on the account on behalf of the holders and any other individuals, who are beneficiaries of a product/service of the Bank, legal and/or contractual successors of the abovementioned holders/beneficiaries.

**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.

**Electronic device (Signature Pad):** represents the electronic terminal for the recording of the Specimen Signature and/or of the consent by means of biometric electronic signature.

**Payment order:** an instruction transmitted to the Bank (as a payment service provider) to execute a payment transaction.

**Charging option SHA** = the payer bears the fees of his/her bank and possible fees of the related correspondent banks, and the beneficiary pays the fees of his/her bank and possible fees of the related correspondent banks;

**Charging option OUR** = option to charge the execution of FCY payment transactions, according to which the payer covers all the fees related to the payment execution;

**Charging option BEN** = option to charge the execution of FCY payment transactions, according to which the Beneficiary covers all the fees related to the payment execution;

**Signature specimen:** represents the Client's handwritten signature placed on the document used to initiate the business relationship with the Bank and kept in the Bank's records and/or the Client's signature recorded by means of the Signature Pad, made available to the Bank as specimen signature.

**Working day** = day on which the Bank carries out activities that enable the execution of payment transactions; with regard to the Bank, non-working days are Saturdays (except for the units which are open on such days), Sundays, national holidays, any other days considered non-working by correspondent banks / foreign settlement systems in terms of payment transactions that are performed via such banks/systems, as well as the days declared by the Bank as non-working, in which case the clients shall be informed in due time by displaying appropriate messages in the Bank's units and on its website;

### **I.3. PROTECTION OF PERSONAL DATA**

#### **STATEMENT REGARDING THE AUTHORIZATION TO PROCESS PERSONAL DATA**

**3.1.** The Client agrees to the processing of their personal data, according to Law 677/2001. The Bank will process personal data in good faith, for legitimate purposes, in compliance with the legal requirements and under conditions that ensure the technical security of the data. Personal data can be disclosed to other companies in the group or entities selected by the bank to perform certain activities or services, but only subject to ensuring the confidentiality and safety of such personal data.

Banca Transilvania S.A processes the personal data supplied by the Clients (data categories are collected directly from the data subjects) with the purpose of: human resources / advertising, marketing and advertising / statistics / scientific research / financial and banking services / loan reports / debt collection / claim recovery / insurance and reinsurance services / real-estate transactions / electronic communication services.

Upon or after the occurrence of the business relationship with the Bank, by means of the specific Identification Form / Identification Data Update –Individuals, the client shall specify if he/she wants his/her personal data to be processed for purposes of marketing/advertising and/or interrogation of the information recorded in his/her name in the database of the Credit Bureau by any Participant in the Credit Bureau System (credit institutions, non-banking financial institutions and insurance companies).

In accordance with the legal provisions regarding the regulations on personal data processing, the data shall be disclosed to the data subject, the legal representatives of the data subject, the credit bureaus, debt collection / claim recovery agencies, insurance and reinsurance companies, associations and foundations, mass-media, as well as market research organizations, in accordance with the legal provisions and for processing purposes.

As such, the Bank is entitled:

- to keep collected personal data, without limitation in time, to use and process such data in compliance with the Romanian law on the protection of personal data for purposes related to its activity, within the limits of its authorization;
- to send such data to public and/or private entities legally established for the collection, management and processing of data and information regarding the banks' client portfolio in view of identifying and quantifying lending risk, diminishing fraud risk and protecting creditors, subject to the applicable legal provisions;
- to communicate and transfer such data, if this is required by law, by a court authority or another competent authority, subject to the applicable legal provisions on bank secrecy.

The Client has acknowledged the fact that he/she can exercise all the rights pursuant to Law 677/2001 on the Protection of Individuals with Regard to the Processing of Personal Data and the Free Movement of Such Data:

- a. Right to be informed:** the right to be informed with regard to the data controller's identity, the data processing purpose, the data recipients or recipient categories, the existence of the rights laid down in Law no. 677/2001 for the data subject and the conditions under which such rights can be exercised;
- b. Right of access to data:** the right to obtain from the data operator (the Bank and/or Credit Bureau), upon request, and free of charge, once a year, the confirmation of the fact that the data concerning him/her are or are not being processed by the data controller;
- c. Right of intervention upon the data:** the right to obtain, upon request and free of charge, the correction, update, blocking, deletion or modification into anonymous data of the data the processing of which does not comply with the law, notably of incomplete or inaccurate data.
- d. Right to object:** the right to object at any moment, based on justified and legitimate reasons linked to his particular situation, to a processing of data regarding him/her, unless there are contrary specific legal provisions.

The rights above can be exercised under the following conditions: an application is submitted to the data controller (the Bank or Credit Bureau), in writing, dated and signed, mentioning the information laid down in the law and the good reason related to the person's particular situation. A legible copy of the applicant's ID document shall be attached to the application form.

Applications for the Credit Bureau shall be sent to: "Biroul de Credit SA, București, Str. Sfânta Vineri nr. 29, etaj 4, sector 3, cod postal 030203", or via e-mail: [situatie@birouldecredit.ro](mailto:situatie@birouldecredit.ro) and will contain the concerned person's personal data (phone number included)

**e. The right not to be subject to an individual decision:** the right to request and obtain the withdrawal, cancellation or review of any decision that causes legal effects with regard to the data subject, adopted exclusively based on personal data processing, by automatic means, meant to assess certain aspects of his/her personality, as well as his/her professional competence, credibility, behavior or other such aspects;

**f. Right to address the National Supervision Authority for Personal Data Processing and a court of law,** in defense of any rights, guaranteed by Law no. 677/2001 that have been infringed.

**3.2.** The personal data processed shall include the following categories:

**a) individual's identification data:** they comprise information such as the last name and first name, alias (if applicable), father's/mother's initial, domicile/residence/ correspondence address, landline / mobile telephone number, national identification number, date and place of birth, nationality, country code and passport serial number in case of non-residents;

**b) data and information regarding the loan, insurance, etc. product:** they consist of positive data (product type, granting deadline, granting date, maturity date, granted amounts, owed amounts, account status, account closing date, account currency, payment frequency, paid amount, monthly instalment, employer's name and address), negative data (product type, granting deadline, granting date, maturity date, granted loans, owed amounts, overdue amounts, number of overdue instalments, due date of the overdue amount, number of payment default days, account status) and information related to the capacity of guarantor, co-debtor or beneficiary of the individual's insurance policy related to the offered product;

**c) data regarding fraudulent individuals:** they consist of information related to the commitment of crimes and offences in the financial-banking sector, in the direct relation with Banca Transilvania S.A., backed by final and irrevocable court decisions, as applicable, or by uncontested administrative deeds;

**d) data related to inconsistencies identified in the documents/representations submitted to Banca Transilvania S.A.** consisting of information related to the inconsistent data and information resulting from the documents presented at the loan application date, because of the applicant's fault.

**3.3. CLIENT'S STATEMENT** regarding the authorization to process personal data

By accepting the herein GTC, the client authorizes the processing of personal data by the Bank, registered with the Personal Data Processing Register under no. 8728. The Client provides express and explicit consent with regard to the processing of his/her personal data and:

- i. declares that he/she is aware of his/her rights in terms of personal data, as previously detailed.
- ii. declares that he/she understands and agrees that Banca Transilvania SA is entitled to receive and keep the collected personal data, to use and to process such data according to the above clauses, throughout the contractual relationship, subject to the applicable legal provisions on data protection, archiving and limitation.
- iii. The Client authorizes the Bank to transfer and to communicate any information related to the Client to and among the Bank's branches, agencies, units, representative offices and to other entities belonging to BT Financial Group for confidential use, in relation to the provision of any service to the Client, as well as with the purpose of processing data, performing analyses and statistics.

#### **1.4. ACCOUNT OPENING, ACCOUNT OPERATIONS AND TERMINATION OF THE BUSINESS RELATIONSHIP**

##### **4.1 GENERAL PROVISIONS**

**4.1.1.** The Bank is entitled, without having the obligation to do so, to open RON current accounts on behalf of its Clients, as a result of their request and in accordance with the internal procedures issued by the Bank for this purpose, as well as accounts in other currencies, upon the Client's request or according to Article 4.2.2 below.

**4.1.2.** The Bank must verify the identity of the customer and of the beneficial owner before establishing a business relationship or performing certain transactions. When all the information requested by the Bank is not provided by the Client, the Bank will be able to refuse to start a business relationship with such an individual and, implicitly, refuse to open an account.

**4.1.3.** 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.

**4.1.4.** The Bank assigns a unique identification code (account number and/or IBAN code) to each account. The Bank may change the account number / IBAN code if the management of the Bank's IT applications /the legal provisions require this, but it must inform the Client under the conditions of these GTC.

**4.1.5.** The accounts may be accessed from any territorial unit or via the Bank's secured electronic channels.

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

**4.1.7.** The Bank is authorized to carry out any verification, to request and obtain any information about the Client, and about any other persons carrying out transactions on the Accounts and/or persons that hold a special authorization to conduct certain operations, from any competent authority, public register, archive, electronic database or competent body, which may hold such information. If the interrogation of such databases implies additional costs for the Client, such interrogations shall be performed only with the Client's explicit consent. Upon the receipt of such consent from the Client, all costs related to the interrogation of these databases, as well as any incurred charges, commissions and fees, including postage, are and shall remain payable by the Client, the Bank being authorized to perform automatic debits on any of the customer's accounts in order to recover such costs. If the Client refuses to allow the Bank to interrogate such databases, the Bank shall be able to refuse to provide the service that requires additional verification.

## **4.2 ACCOUNT OPENING**

**4.2.1** In order to open a current account in accordance with the provisions of Article 1, the Client must fill in the account opening documentation and submit all the required documents to the Bank, pursuant to the legislation in force and the internal regulations.

**4.2.2** If the Client receives an amount in a currency for which he/she does not have an account opened at the time of the collection, 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 charged according to the List of applicable fees and commissions. In this case, the persons appointed as authorized persons on the current account in RON, 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.

**4.2.3** The Bank has the right not to initiate the business relationship or not to carry out an operation ordered by the Client if:

- 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 information about the purpose and nature of the business relationship;
- d. the client does not submit the documentation requested by the Bank in accordance with legal requirements and internal regulations;
- e. the client provides false, insufficient, inaccurate or incomplete information, generates suspicion about the truthfulness of the provided information or documents, totally or partially refuses to provide information in the form requested by the Bank, in accordance with its internal regulations.
- f. The Bank is aware that the potential client is involved in fraudulent activities / operations or banking frauds in relation to other financial-banking institutions or is identified by different public / private institutions as being involved in criminal enterprises, which would negatively affect the Bank's image by the mere association between the Client and the Bank's name.

**4.2.4.** If a client becomes the beneficiary of a loan, except for credit lines on current accounts and credit cards, upon the loan disbursement, the Bank automatically opens a separate 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 agreement of the specific loan product.

## **4.3 AUTHORIZATIONS AND COMPETENCE LIMITS**

**4.3.1.** The Client may appoint one or several Authorized Persons who have the right to perform transactions over the account and the Client must inform them on the provisions of these GTC. In order to be accepted by the Bank, the Authorized Persons must be identified against the same conditions as the Client.



**4.3.2.** The Client's Authorized Persons 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.

**4.3.3.** The Authorized Person will be able to transmit the right of representation only if the account holder has expressly granted him/her this right. Similarly, the Authorized Person will be able to close the account only if the account holder has expressly granted him/her this right.

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

**4.3.5.(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 to his/her Authorized Persons via the standard forms of the Bank shall be deemed as granted for the entire period of the contractual relations between the Bank and the Client or until the express revocation of the mandate by the Client. The provisions of Article 2015 Civil Code on the limitation of the mandate duration shall not apply to any such power of attorney, authorization or instruction given via the Bank's standard forms, which shall remain in force until the express revocation by the Client.

**4.3.6.** In case of disputes regarding the persons authorized to carry out operations on the Client's account, the Bank has the right to suspend the operations on the Client's account until the settlement of such disputes and the submission by the Client of satisfactory evidence to this effect.

**4.3.7.** In all legal actions/deeds related to the Bank, the Client without / with restricted exercise capacity will be represented by his/her legal representative, in accordance with the law.

**4.3.8.** Any mandate shall cease "de jure" upon the death of the account holder.

**4.3.9.** At any time, the Authorized Person may inform the Bank that he/she wishes to renounce this capacity without the approval or prior notice of the Client. In these situations, the Authorized Person will send the request to the Bank in writing.

#### **4.4 MODIFICATION OF IDENTIFICATION DATA**

**4.4.1.** The Client/Authorized Person is required to immediately inform the Bank, at his/her expense, by providing supporting evidence, with regard to any changes in its status or that of his/her Authorized Persons, changes that may be relevant in its dealings with the Bank, so that when transactions are performed on the account, the changes will have already been recorded in the Bank's database. Changes can be related, without limitation, to modifications of the name, mailing address, home/residential address, landline/mobile phone, e-mail address, modification of the legal capacity, modification or cancelation of the mandate granted to the authorized persons, changes in the capacity as politically exposed person, etc.

**4.4.2.** The Bank is in no way responsible for any possible damage suffered by the Client or by third parties as a result of the delayed communication of the changes or the failure to communicate them to the Bank.

**4.4.3.** If the identity document is expired, the Bank reserves the right to suspend any transactions/services initiated by the Client in the Bank's units or via alternative channels, until the presentation of a valid identity document issued in accordance with the legal provisions.

#### **4.5 OPERATIONS ON THE CURRENT ACCOUNT**

##### **4.5.1 Communication of instructions by the Client**

**4.5.1.1.** The Client has the right to have the amounts on the account at his/her disposal based on written/authorized payment 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.

**4.5.1.2.** If the Client gives several authorized payment instructions, the total amount of which exceeds the Client's credit balance, the Bank shall execute such instructions in the order of their receipt by the Bank and within the available account balance.

**4.5.1.3** The client bears the losses related to any type of payment operation resulting from the use of a lost/stolen payment instrument, or from the unsafe keeping of the personalized security elements, as well as the losses resulting from the unentitled use of a payment instrument until the notification of the loss, theft, unentitled or unauthorized use of his/her payment instrument to the Bank, within the limits laid down in these GTC.

**4.5.1.4** The Client may request the interrogation of his/her own accounts directly at the bank's counters or via alternative channels: Voice Teller (telephone), Fax Teller (fax), BT 24 - Internet Banking, but also the delivery of instructions for the transfer of LEI/FCY amounts from own accounts, directly at the bank's counters or via alternative channels: BT 24 - Internet Banking.

**4.5.1.5** Where necessary, under the applicable legal provisions and international practices in banking 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 notice 'for confirmation'. If the Client does not submit the original and if the processing of a payment order requires that such payment order be filled in as original document, the Client hereby authorizes the Bank to fill in 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.

**4.5.1.6.** The Client hereby agrees that the Bank carries out the operations ordered by the Client via alternative channels, on the basis and at the time 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.

**4.5.1.7** 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.

**4.5.1.8.** 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.

**4.5.1.9.** 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.

**4.5.1.10.** 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 consent and the parties may use such recordings as evidence in any legal proceedings between them, in connection thereof.

**4.5.1.11.** The Client has the responsibility to supply to the Bank all the documents requested by the bank and all necessary authorizations, in accordance with the regulations of the National Bank of Romania or of any other national or international supervision entities/special authorities. If the Bank cannot apply the legal provisions on client identification and verification of his/her identity, obtaining information about the purpose and nature of the business relationship, including by means of the performed transactions, the Bank has the right not to execute such operation. If the client fails to fulfill such obligations, the Bank shall not be held liable.

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

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

**4.5.2.1.** The Bank shall process the Client's payment order, provided that:

- 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, falling under the incidence of Government Emergency Ordinance No. 113/2009 is considered correctly executed,

as concerns the payment beneficiary, if the payment order is executed in compliance with the IBAN supplied by the Client. If the IBAN supplied by the Client is incorrect, the Bank will not be held responsible for the non-execution or defective execution of the payment operation.

- 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.

**4.5.2.2.** The payment instructions given to the Bank will be executed on behalf of and at the risk of the Client, who will bear the consequences resulted from misunderstandings or errors in all cases in which the Bank is not held liable under the law. In the case of interbank FCY transfers, the Bank reserves the right to perform the transfers ordered by the client through its agreed correspondent banks and/or clearing house/systems, according to the Bank's policy.

**4.5.2.3.** The Bank reserves the right not to perform any transfers for transactions related to services classified as gambling, purchase of porn products and/or services (including video chat or other similar services), purchase of weapons/munition without meeting the legal provisions, transactions with virtual currencies, if it identifies potential risks or in case of certain requirements imposed by the credit institutions involved in the bank settlement circuits.

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

**4.5.2.5.** Based on the herein GTC, 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 mandate granted by the client to the Bank upon the signing of the specific agreement, in case of direct debit transactions;
- 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.

**4.5.2.6.** When the payment operation authorized by the client has been performed 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 amount and the currency of the payment operation, the cost of the payment operation, as well as the used exchange rate (if applicable) and the value date for the debiting of the account.

**4.5.2.7.** 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.

**4.5.2.8.** Intra-bank transfers with payment order are performed **on the same day** (T), within the available limit on the account, on condition that the Client presents the payment orders at the bank's counters during the working hours listed by the branches or transmits them via electronic channels according to the existing operating terms and conditions. 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 necessary measures to observe the specified time. The periods for the acceptance and processing of the payment operations are made available to the clients on the bank's dedicated web page.

**4.5.2.9.** 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 intra-bank payments.

**4.5.2.10.** 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.



**4.5.2.11.** 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. If the agreed day is a non-working banking day, the payment order is considered received on the following working day.

**4.5.2.12.** 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.

**4.5.2.13.** After the deadlines mentioned under above, the payment orders can be revoked only if the Bank and the Client agree so with the payment beneficiary, if such approval is necessary. For this service the Bank may charge a revocation fee, according to the List of fees and commissions. Any such cancellation/change 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.

**4.5.2.14.** 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.

**4.5.2.15.** 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.

**4.5.2.16.** The Client cannot revoke the payment order, after it has been received by the Bank, except for the case stipulated under Article 4.5.2.11 and until the end of the working day that precedes the agreed day, at the latest.

**4.5.2.17.** 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 remedy procedure of any errors leading to the refusal will be notified to the client, unless such notification is prohibited by other relevant legal provisions.

**4.5.2.18.** External payments governed by Emergency Government Ordinance no. 113/2009 on payment services ordered by Clients are performed in maximum 1 working day as of the receipt of the payment order by the Bank.

**4.5.2.19.** The date of the payment performed by the Client from the account shall be the date on which the account is debited by the Bank. The Bank will provide the Client with the amounts received on his/her account, with the value date at which the Bank received the funds. For the collections falling under the incidence of Gov. Emergency Ordinance 113/2009, the Bank will provide the received amounts to the Client in accordance with the beneficiary IBAN, stipulated in the incoming payment instruction.

**4.5.2.20.** For FX payments falling under the incidence of Gov. Emergency Ordinance No. 113/2009, the Bank will execute the FX payment order with OUR charges (the charges of all banks involved in the payment's settlement circuit fall under the responsibility of the ordering party) or SHA charges (BT's charges and the correspondent bank charges fall under the responsibility of the ordering party, and the charge of the beneficiary bank and the beneficiary's correspondent bank fall under the responsibility of the beneficiary). Payment order processing or instructions transmitted electronically containing the BEN charges option (charges of all the involved banks in the settlement process fall under the responsibility of the beneficiary) will be performed by the conversion of the charge by the Bank into SHA charges.

**4.5.2.21.** 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 the amount in question to the Bank

with 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 is to exceed the credit balance, such operation having the legal acceptance value anticipated by the Client.

**4.5.2.22.**

(a) In case 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. Such correction will be reflected in the account statement.

(b) In case 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. Such correction will be reflected in the account statement.

**4.5.2.23.** 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 instructions could not be established.

**4.5.2.24.** 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 legal provisions, to the extent that the Bank can determine the origin of such amounts. With regard to the amounts collected as state child allowance, the client, upon a written request, has the possibility to collect it on a separate subaccount, so as to ensure the exemption of such amounts from attachments or settlement with the amounts due to 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 operation to this effect. If due to the transaction an unauthorized overdraft is generated, 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.

**4.5.2.25.** Debit 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 debit instrument was submitted by the Client at the bank's counters. The Client shall be informed on such terms on the Bank's website and by any other means deemed appropriate by the Bank.

**4.5.2.26.** The Bank is subject to the rules laid down by the legislation in force concerning the regime of fund blocking international sanctions, and in this respect, the Bank reserves the right not to process transactions from/to entities on the international sanction lists. If there are other potential fund blocking risks within the settlement flow, communicated by the Bank to the client, the transaction may be performed only if the Client assumes the risk thereof.

**4.5.3 Operations with negotiable monetary instruments**

**4.5.3.1.** At the Client's request, based on internal regulations, the Bank can perform operations with trade bills (bills of exchange and promissory notes), i.e.: collections, payments, avalizations and endorsements. In order for the Bank to be named beneficiary of the trade bills, 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.

**4.5.3.2** Should the Client be the legitimate holder of the trade bills, the Bank shall credit the Client's account with the equivalent of the trade bill only when such bill is effectively collected.

**4.5.3.3.** The Client may perform withdrawals from the current account via debit instruments issued by the Bank, such debit instruments being released in accordance with the relevant legal provisions regarding debit instruments.

**4.5.3.4.** The issuance of bounced cheques or cheques filled in with false data represents an offense committed by the Client. 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.

**4.5.3.5.** The Bank receives banking cheques or personal cheques issued by other banks in order to remit them for collection in the country or abroad and subsequently credit the Client's account in LEI or FCY on the date when the amounts are effectively received.

**4.5.3.6.** 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.

**4.5.3.7.** 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 debit instruments are fully and correctly filled in, with the mandatory specifications according to the specific applicable laws.

**4.5.3.8.** 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.

**4.5.3.9.** 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.

**4.5.3.10.** 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 will not release crossed cheques to clients under banking prohibition. 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.

**4.5.3.11.** The Client must comply with the security requirements related to payment operations.

**4.5.3.12.** 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.

Regardless of the notification, the payment of the instrument made to the holder prior to the notification of the Ordinance, clears the drawer from the payment obligation.

#### **4.6. ACCOUNT PRESERVATION (PRECAUTIONARY MEASURE)**

**4.6.1.** 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 exchanging one currency to another, the Bank shall perform the exchange operation.

**4.6.2** The Bank shall have the right, without prior consent from or notification of the Client, to terminate deposits created by the Client before maturity and to debit the due amounts, 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 fulfillment of the Client's payment obligations, the Bank is mandated to recreate the deposit for the same period and of the same type as the terminated one.

**4.6.3.** The deposits exempted from the provisions of Article 4.6.2. are the following: *ESCROW*-type accounts, Cash collateral accounts, performance bond related account, accounts created for personal guarantees of the 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.

#### **4.7 ACCOUNT STATEMENTS**

**4.7.1.** 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 notified to the Bank immediately, 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 30 calendar days from the statement issue date, its content is not disputed, 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 a payment transaction carried out incorrectly or in an unauthorized manner, only if the client notifies such error, without unjustified delay, within 13 months from the date of debiting.

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

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

**4.7.2.** 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 the interest, fees, commissions and taxes charged by the Bank.

**4.7.3.** For the issuance of several account statements during one month, the Bank may request an account statement fee. Such fee can be found and viewed on the Bank's website and in all the Bank's units.

**4.7.4.** 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 compliance with the legal provisions in force and the agreement provisions.

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

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

**4.8.1.** 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.

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

**4.8.3.** 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.

**4.8.4.** The Bank will charge different fees for specific services in case other fees than the standard ones have been agreed in an individual agreement between the Bank and the Client. Specific fees agreed with the clients enter into force and are applied only after their express approval in writing.

**4.8.5.** 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/ taxes/ fees for the performed operations from the client's current account, unless otherwise provided under specific agreements/arrangements with the client.

**4.8.6.** For FCY payments processed by the beneficiary's bank, but which, for various reasons (e.g. the mismatch between the name and the account beneficiary or between the beneficiary 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 in the client's account, minus the fees charged by the involved correspondent banks.

**4.8.7.** Likewise, the expenses related to any specific operations performed by the Bank at the Client's request, including investigations in order to remedy erroneous, incorrect or unauthorized payments, as well as all the costs associated with the establishment, administration, modification, monitoring, write-off, enforcement of the collateral provided by the Client are to be covered by the latter. The Client authorizes the Bank to carry out any formalities necessary for the settlement of incorrect, erroneous or unauthorized payments, to the extent that these formalities are legally and operationally possible.

**4.8.8.** 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 after the definitive resolution of the proceedings by the court authority, such legal proceeding expenses are provided for by final judgement and decree.

#### **4.9 .TERMINATION OF THE BUSINESS RELATIONSHIP**

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

**a)** By mutual consent of the Bank and the Client, with immediate effect;

**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, in case of account revision 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 fraud, money laundering or terrorism financing operations, is involved in public scandals and the relationship with the Bank may damage the latter's reputation;

**b.3.** The client shows an inadequate/defective/violent behavior in relation to the Bank's employees, does not observe the ethics and proper conduct and the association/maintenance of the business relationship would prejudice the Bank's image;

**b.4.** The client did not order any movement on the account for a period longer than 6 consecutive months and the balance at the end of the analyzed period is below the minimum limit established and communicated by the bank, or, the Client has an unauthorized overdraft, resulted from the non-payment of interest and related fees and commissions for a period of 6 consecutive months.

In the situations presented under b4 the cancellation will enter into force within 2 months as of the date at which the client receives the notification from the Bank. In the cases presented under b.1, b.2 and b.3, the Bank is entitled to close the client's accounts before the cancellation date, respectively before the expiry of the 2-month period as of the date when the Client has received the Bank's notification.

In the situations under b.2, temporarily, the Bank may decide to freeze certain amounts on the Client's account. During the account freeze period the following operations are allowed without limitation: 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 or their authorized individuals, based on an authentic power of attorney, upon written notification of the Bank, 30 days in advance, and provided that there are no legal or contractual restrictions for account closing and also that all amounts due to the Bank are repaid. This operation is free of charge and does not involve any additional cost for the Client.



The current account can be closed only if at the date of the closing request there are no ongoing products and/or services offered by the Bank that require maintaining the current account opened. Also, the client must declare that, at the date at which the account closing request is submitted, there are no issued cheques/promissory notes/bills of exchange signed personally or by duly authorized individuals, in accordance with the regulations in force and also that there are no such documents already issued and which are to be sent to the bank for settlement by their beneficiaries, being aware that criminal law sanctions misrepresentations.

**d)** In case of the Client's death, following notification of such event, the Bank will allow individuals to perform operations on the deceased person's current account only with the consent of all heirs, co-owners of the account and based on an heir certificate issued by a Public Notary or an enforceable court decision, in compliance with the Romanian legislation. The above documents must point out explicitly the situation or details about the account and should be drafted in Romanian or otherwise translated into Romanian, in an authenticated form.

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 until the moment when the Bank is informed about the Client's death / incapacity, proven with documents issued according to the law.

**4.9.2.** Following the cessation of the contractual relationship, in any of the above situations, the Bank shall close the Client's account and stop the accruing interest, any credit balance of such account being transferred by the Bank and maintained in a special non interest-bearing account until a potential transfer, which is to take place based on the Client's instructions and within the legally established limitation period.

If the account balance is in a 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 the current account closing operation. The Bank is not accountable for any damages that the Client may suffer after the closing of the account, as specified above.

**4.9.3.** In all business relationship termination / account closing cases, the limitation period within which the Client may claim the return of amounts, representing the credit balance of its account at the date of closure, 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.5. LIMITING THE EFFECTS OF UNPREDICTABILITY**

**5.** 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.6. LIMITATION OF THE BANK'S LIABILITY**

**6.1.** The Bank shall not be responsible before 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 performing their obligations towards the Bank.

**6.2.** 6.2 If the Bank, by order of the Client, sends money or securities / commercial papers to a specified Beneficiary by using third party agents, such delivery shall be at the Client's risk, the Bank being exonerated from any liability in this respect, if the Bank proves that it has correctly fulfilled its obligations as agent. 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.

**6.3.** 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. The Bank shall not be responsible before 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 performing their obligations towards the Bank.

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

## **I.7. KNOW YOUR CUSTOMER, PREVENTION OF MONEY LAUNDERING AND COMBATING THE FINANCING OF TERRORISM**

7. As a financial institution, the Bank is subject to the provisions of Law no. 656/2002 on the prevention and sanction of money laundering and for the implementation of measures for the prevention and combat of terrorist financing and of the NBR's Regulation no. 9/2008 on know-your-customer for the prevention of money laundering and terrorist financing.

The customer has acknowledged that the transactions made via accounts shall be governed by the provisions of the aforementioned laws and regulations, and any such operations carried out through accounts 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 measures required by 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.8. FINAL CLAUSES**

### **8.1 ASSIGNMENT**

**8.1.1.** 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.

**8.1.2.** 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 specific conventions, unconditionally consents with regard to any such assignment. The assignment will become effective and enforceable against the Client after the latter has received a notification from the Bank pursuant to the 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 enforcement thereof.

**8.1.3.** 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.

**8.1.4.** In all cases, the assignment will not result in any additional costs for the Client. The Client has the right to be indemnified by the Bank and the assignee for any additional expenses caused by the assignment.

**8.1.5.** The Client will be able to put forward all defenses against the assignee that he/she would have been able to use against the assignor. Thus, the Client will be able to declare binding the payment made to the assignee before the enforcement of the assignment, whether or not he/she is aware of the existence of other assignments, as well as any other obligation extinguishment clause created before such time.

**8.1.6.** In case of a merger/spin-off of the credit institution, one shall observe the specific applicable legal provisions.

### **8.2. FORCE MAJEURE AND ACTS OF GOD**

**8.2.1.** 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.

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

**8.2.3.** 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.

**8.2.4.** 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 acts of god.

**8.2.5.** The Bank and the Client are not liable for any loss due to operations in case of force majeure.

### **8.3. ABSENCE OF TACIT RENUNCIATION**

**8.3.1.** 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.

**8.3.2.** The waiver by the Bank of the performance of any conditions precedent 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.

### **8.4 .CERTIFIED TRANSLATIONS**

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

**8.4.2.** The 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.

### **8.5 CONFIDENTIALITY**

**8.5.1.** The Bank shall treat the information regarding the Client's accounts and the ordered operations as confidential and will not disclose such information without the Client's consent, except for cases expressly mentioned in the applicable legislation in force.

**8.5.2.** 8.5.3 The Bank is authorized by the Client in writing to request from / to provide from / to the Payment Incidents Register, Central Credit Register, the Credit Bureau or other similar institutions, any information regarding his/her risk degree, creditworthiness or other information necessary for the Bank in order to decide to offer certain specific products or services, information that is necessary for the normal development of the business relationship between the Bank and the Client.

### **8.6 SUGGESTIONS AND COMPLAINTS**

The quality and standards of the Bank's services may be evaluated by the Client. Any suggestions or complaints in relation to the services rendered by the Bank can be notified to the Bank by telephone, e-mail, on the Bank's official website, via the Call Center or in writing by sending (submitting) them to the secretariat of any branch, placing them in the dedicated boxes, or directly at the Bank's Headquarters located in Cluj-Napoca, 8 George Baritiu Street. The Client will receive a conformation for the filing of the suggestion and/or complaint and a registration number thereof, unless the suggestions and/or complaints are sent by post/courier, without acknowledgement of receipt. The Bank shall analyze the Client's request and respond to it no later than 30 days as of the receipt of the complaint.

## **8.7 SUPERVISORY AUTHORITY AND THE AUTHORITY FOR CONSUMER PROTECTION**

The supervisory authority for the banking activity is the National Bank of Romania, located in Bucharest, Sector 3, Strada Lipsicani, nr. 25, cod 030031; The National Authority for Consumer Protection is located in Bucharest, Bd. Aviatorilor nr. 72, sector 1.

## **8.8 GUARANTEE OF FUNDS**

The liquidities available on the Client's accounts opened with the Bank are secured up to the limits established by the **Bank Deposit Guarantee Fund** and under the terms and conditions established by the applicable legal regulations regarding deposit guarantees. 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 UNSECURED DEPOSITS**

#### **in accordance with 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 falling under the category of own funds, as defined in Article 4(1)(118) in 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 into this category is made by the deposit guarantee scheme, based on the information received from the competent authorities, from the credit institution the deposit of which have become unavailable or from the liquidator appointed by the court, as applicable;
4. Deposits of financial institutions, as defined in Article 4(1)(26) in EU Regulation No. 575/2013;
5. Deposits of investment firms, as defined in Article 4(1)(2) in EU Regulation No. 575/2013;
6. Deposits for which the identity of the owner has not been verified by the time when they become unavailable, in accordance with the law on prevention and combating of money laundry;
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 the collective investment undertakings, as defined by the capital market law;
9. Deposits of the pension funds;
10. Deposits of the central, local and regional public authorities;
11. Debt securities issued by the credit institution, as well as obligations deriving from own acceptances and promissory notes.

**INFORMATION FORM FOR DEPOSITORS**

in accordance with Law No. 311/2015 on deposit guarantee schemes and the Bank Deposit Guarantee Fund

<b>Basic information on deposit protection</b>	
Deposits opened at Banca Transilvania SA are protected by the:	<b>Bank Deposit Guarantee Fund <sup>1</sup></b>
Guarantee ceiling:	The equivalent in RON of <b>EUR 100,000</b> , per depositor, per credit institution. <sup>2</sup> The minimum amount for the payment of compensations related to deposits for which no transaction has been made within the last 24 months is established by the <b>Bank Deposit Guarantee Fund</b> and published on <b>www.fgdb.ro</b> .
If you hold several 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>
If you share an account with another person (other persons):	The coverage ceiling of EUR 100,000 in RON equivalent shall be separately applied to each depositor. <sup>3</sup>
The period for the payment of the due compensations in case of unavailability of the deposits placed with the credit institution:	<b>7 working days<sup>4</sup></b>
Compensation currency:	<b>RON</b>
Contact details:	<b>Address:</b> Str. Negru Vodă, Nr. 3, Corp A3, Et. 2, Sector 3, Municipiul București, cod: 030774 <b>Phone:</b> 021 326 6020 <b>Fax:</b> 0314 232 800 <b>E-mail:</b> comunicare@fgdb.ro
Additional information:	<b>www.fgdb.ro</b>
<p><b>Additional information: <sup>1</sup> Scheme responsible for the protection of your deposit:</b> Your deposit is covered by a statutory deposit guarantee scheme, officially acknowledged in Romania, regulated by Law no. 311/2015.</p> <p><b><sup>2</sup> General coverage ceiling:</b> If a deposit is unavailable because a credit institution cannot fulfill its payment obligations in accordance with the applicable contractual and legal terms and conditions, the payment of the compensations to depositors is made by the deposit guarantee scheme. Each compensation has a maximum limit established as the RON equivalent of <b>EUR 100,000</b> per credit institution. This means that all the deposits from the same credit institutions are aggregated in order to determine the classification into the coverage ceiling. For example, if a depositor holds a savings account in amount of EUR 90,000 and a current account with EUR 20,000, he/she will only receive the Ron equivalent of <b>EUR 100,000</b>.</p>	



Deposits opened by individuals resulting from: a) real-estate transactions related to housing real-estate, b) retirement, redundancy, invalidity or death of the depositor and c) collection of certain insurance payouts or compensations for damages resulting from crimes and other wrongful convictions, are covered above the RON equivalent of EUR 100,000 for a period of 12 months as of the date at which the amount is credited to the account or as of the date at which the deposits may be legally transferred to another credit institution.

**The classification of the amounts into the three previously mentioned categories is made based on the justifying documents presented to the bank by the client.** Additional information is available at [www.fgdb.ro](http://www.fgdb.ro).

**3 Guarantee ceiling for joint accounts:** In case of jointly held accounts, the coverage ceiling of EUR 100,000 in RON equivalent shall be separately applied to each depositor. However, the deposits on an account the beneficiaries of which are two or more persons acting as members of a lucrative association, associations or groups of the same nature, without legal personality, are aggregated and treated as if they had been opened by one depositor, for the calculation of the EUR 100,000 limit.

**4 Payment of compensations:** The responsible deposit guarantee scheme is the Bank Deposit Guarantee Fund, located in Bucharest, Sector 3, strada Negru Voda nr.3, corp A3, etaj 2, cod: 030774, information desk phone number: 021 326 6020, email: [comunicare@fgdb.ro](mailto:comunicare@fgdb.ro), website: [www.fgdb.ro](http://www.fgdb.ro) It makes available the due compensations (up to the RON equivalent of EUR 100,000) **within 7 working days as of the date at which the deposits become unavailable.** If the compensation is not paid within such period of time, please contact the deposit guarantee scheme, as the period in which you can claim the payment of the compensation may be limited. Additional information is available at [www.fgdb.ro](http://www.fgdb.ro)

**Other important details:**

**Non-eligible deposits are:**

- 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;
- b) deposits for which the identity of the owner has not been verified by the time when they become unavailable, in accordance with the law on prevention and combating of money laundry;

**Compensation level:** is determined by deducing the total payable receivables of the credit institution in relation to the depositor, at the date at which the deposits become unavailable from the sum of all the eligible deposits of the secured depositor of the said credit institution at the same date.

The Client will inform the Bank if he/she is convicted by means of a final court decision and decree for money laundering, in accordance with the law on prevention and combating of money laundry.

## 8.9 NOTIFICATIONS

**8.9.1** The Client accepts that the account statement or posters in the Bank's offices constitute sufficient notification of the modifications performed. The account statement or the document posted within the bank's units will mention the date when the document starts to generate changes. Following these modifications, the Client must come to the bank's offices to sign the GTC 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 GTC. 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.

**8.9.2.** The Bank displays at its offices and posts on the internet site or via electronic channels the following information: GTC, the List of fees and commissions, interest rates and banking charges, the minimum available cash limit on the account below which the bank may decide the termination of the business relationship, or any relevant information in performing the transactions.

**8.9.3** 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.

**8.9.4** The Client must inform the Bank, at its own expense, in writing or in presence at the Bank's units, by presenting justifying documents, about any modifications arising in its status (regarding, but without being limited to the identification data), which are relevant in the relation with the Bank, no later than 15 (fifteen) days as of the occurrence thereof. Modifications which are public according to the law must also be notified to the Bank, in the same manner. The Bank is in no way responsible for any possible damage suffered by the Client or by third parties as a result of the delayed communication of the changes or the failure to communicate them to the Bank.

**8.9.5.** 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 8.9.8.

**8.9.6.** 8.9.6 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 GTC, the Bank will either use its List of fees and commissions, in effect at the payment transaction date, or act in accordance with the provisions of the concluded contracts/agreements/conventions, in line with the legislation in force.

**8.9.7.** Any change in the mailing address, e- mail address or mobile phone number of the Client will be notified to the Bank, such modifications taking effect on the date they are operated in the Bank's database.

**8.9.8.** Notifications will be sent to Clients through a simple registered letter and will be considered received by them within 5 working days of the date on the postal stamp, placed by the sender 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.

**8.9.9.** 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.

**8.9.10.** 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.

## **8.10 GOVERNING LAW AND JURISDICTION**

**8.10.1.** 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.

**8.10.2.** In order to settle potential claims, the client can also address the National Authority for Consumer Protection, based in Bucharest, sector 1, 72 Aviatorilor Blvd., telephone +40 (0)372131951, e-mail: [office@anpc.ro](mailto:office@anpc.ro), website [www.anpc.gov.ro](http://www.anpc.gov.ro). Moreover, in order to settle any misunderstandings or litigations with the bank, the client may resort to amiable extra-legal proceedings according to Law 192/2006 on mediation and the mediator profession, by signing a mediation agreement through an authorized agent or in accordance with Government Ordinance no. 38/2015 on alternative dispute resolution. The information regarding the mediation procedure and the list of authorized agents is available on the website: [www.cmediere.ro](http://www.cmediere.ro).

**8.10.3.** 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.

## **8.11. INTERPRETATION**

**8.11.1.** 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.

**8.11.2.** 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.

**8.11.3.** 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.

## **8.12. OTHER CLAUSES**

**8.12.1.** 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 they are established in, 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 currency as indicated by the Bank.

**8.12.2.** 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.

**8.12.3.** 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 DEDICATED TO INDIVIDUALS**

### **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:

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$$= \times h \times 360 \times 100$$

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). The Client accepts that a notification with these modifications, displayed at any bank unit or a letter sent to him/her in this respect, shall be 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 in the Client's current account, the Bank pays a monthly interest rate in accordance with its own policy, whereby the interest rates are notified 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 errors in recording or calculation, omissions or duplicate records, unauthorized or incorrect payment operations likely to give rise to complaints.

## **II.2. GENERAL CONDITIONS FOR THE USE OF DEBIT & CREDIT CARDS FOR INDIVIDUALS**

### **1. DEFINITIONS**

**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.)

**Bank:** BANCA TRANSILVANIA S.A., the card issuer, based in Str. George Barițiu, nr. 8, cod 400027, Cluj – Napoca, Cluj county, 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.

**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 is a shopping card for individuals 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 card current account or to use the balance existing on the account opened in the name of the cardholder/"EURO Increased Current Account" (in case of MasterCard Direct cards attached to it) in order to perform operations in accordance with these GTC for the Use of Cards. 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.

**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 in the name of a third party appointed by the holder (spouse, full-age child, parents), called the card user.

**Credit cardholder:** The client holding a current account and a credit card account opened with the bank, also having a credit card for individuals, issued by the bank on 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 individuals, issued by the bank on 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 transactions on the Internet, and/or transactions of the type mail order / telephone order.

**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 / VISA/ 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 with 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.

**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, 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 individuals*.

**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.

- For debit cards attached to the individuals' current accounts / "EURO Increased Current Account (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 Bank's Internet Banking application, the monthly account statements may be accessed via this application (free-of-charge, with no extra costs for the current account statement view).
- In case of credit cards for individuals, the monthly card account statements shall be sent to the card holder client as agreed by him/her with the bank:
  - o Free of charge, at the bank's office (for the month before the one in which it is generated)
  - o and/or:



- by electronic means of communication (e-mail or Internet Banking applications for credit card holders that are also users of such products provided by the bank, etc.)
- by post (as hardcopy), against payment, at the holder's domicile address.

**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*").

**PIN:** personal identification number consisting of 4 digits, assigned by the bank to the cardholder / user, which is strictly confidential and identifies the cardholder / 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 possible **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.

**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 card holder/user may enroll his/her card in the 3D Secure system (Verified by Visa/ MasterCard Secure Code), establishing an additional password that will be required for any card payment on a webpage of a merchant that has implemented the 3D Secure system.

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

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

- the purchase of goods /services at the merchant's POS displaying the logo of the international organization related to the card;
- the contactless payment for goods and services at the POS terminals of the retailers displaying the international logo under which the card was issued and specific signs of contactless payments;
- performing Internet transactions or mail order / telephone order transactions (if cards are accepted in such environment);
- cash withdrawal at the ATM and POS terminals installed at bank counters displaying the logo of the international organization under which the card was issued;
- other transactions possible at the terminals installed at bank counters (payments of utilities, interrogation of account balances, etc.);
- other transactions possible with cards at terminals displaying the signs of the international organization under which the card was issued;

**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 in the name of the person recognized and mandated by the holder, upon a card issue application signed by the cardholder. The **additional cardholder** can perform the same transactions as the cardholder 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/"EURO increased 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 individuals**

**2.1.** The cards in RON attached to RON accounts VISA ELECTRON, MasterCard Mondo, MasterCard Gold Debit, MasterCard Banca Transilvania OmniPass, 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.

**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 when he/she requests the card. When handed over the card, the Client will also receive the Annex in force at the card issue date.

**2.3.** The applicants for VISA ELECTRON EURO<26 cards, through the card issue application become members of EURO<26 Romania, an association with a recognized social and community activity, a member of the European organization EYCA. In this capacity, the cardholder fully benefits of all the advantages, discounts and facilities offered by EURO <26 to its members, throughout the validity period of the card.

**2.4.** Banca Transilvania sponsors the VISA ELECTRON EURO <26 cardholders, as members of the EURO <26 Romania, with the amounts of the membership fees. The sponsorship beneficiary is recognized and recommended by EURO <26 Romania. The duration of the sponsorship contract is the duration of the card validity period.

### **Credit cards for individuals:**

**2.5.** Banca Transilvania S.A. issues the following RON account credit cards:

- under the MasterCard logo: Star Forte, MasterCard Forte for Physicians;
- under the VISA logo: Star Gold, Star Platinum, Visa Gold BT – ROTARY, Visa Centrofarm BT, 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 (except for Visa Centrofarm BT) integrated contactless technology for the following cards: Star Forte, Star Gold, Star Platinum, BT Flying Blue Classic, BT Flying Blue Premium, MasterCard Forte for Physicians.

**2.6.** 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 related to credit cards for individuals*.

**2.7.** 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.

**2.8.** 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 established by the Bank for the use of cards:**

**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 individuals,** any reference to the Cardholder equally applies to User, as well.

**3.1.2.** The debit and credit cards for individuals 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 individuals are acquired in Romania only for:

- cash withdrawal at ATM's displaying the VISA ELECTRON / VISA / MasterCard logo;
- cash withdrawal in RON at the POS terminals installed at the bank counters displaying the VISA ELECTRON / VISA / MasterCard logo;
- the purchase of goods and services in RON from merchants, 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 ATM's of Banca Transilvania for the beneficiaries written on the machine screen.

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

- cash withdrawal in the national currency of each country at the ATM's installed at the 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 individuals may be used for Internet transactions, on the web pages of the merchants in Romania and abroad, displaying the VISA ELECTRON / VISA / MasterCard logo.

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

**3.2.1.** Sign the receipts released by the POS only after he/she checks the data written on it, **especially the amount withdrawn from the card.** The holder's/ user's signature on the receipt and /or the insertion of the PIN into an electronic payment terminal, providing the CVV / CVC2 code, the introduction of the password for secured e-commerce (if the client has previously enrolled its card in the 3D Secure System) or any other card identification data is considered as providing consent for the execution of a card operation, respectively the irrevocable agreement to perform the transaction in question. Before initiating a card payment transaction, the holder/additional user may request and obtain additional information about the payment operation and the terms of its execution.

**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/user must keep the card in good conditions** and prevent its deterioration and take all measures necessary to prevent the use of the card or of the data printed on the card, as well as of the related security elements (PIN, CVV, 3D Secure password) by unauthorized persons. In all cases in which the card is lost or stolen, the cardholder/user must:

**3.3.1.** immediately communicate the incident by phone 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 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 down for emergencies.

**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 will conclude a delivery-receipt protocol for the card, with an original copy handed over to the card holder / card user.

**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 bank working day if the operations are performed outside the previously mentioned time span.

**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. 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 retailer at the transaction date.

**3.6.** Within the limits approved for certain types of retailers by the payment organizations, off-line transactions are possible, without freezing the payment amount.

**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 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 times** determines the card to be blocked and captured by 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.

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

**4.1. The Bank issuing the debit and credit cards for individuals, 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 that may help the Bank settle erroneous operations recorded in the account statement and challenged by the cardholder/user.

**4.1.2.** For transactions carried with a cards, the bank will not accept payment refusals unless originated by the card holder / card user, within the legal objection terms: maximum 60 (sixty) days as of the acknowledgement of the transaction, but no later than 13 months as of the debiting of the account.

**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 days from the date of their (re)issue without any prior notice of minimum 15 (fifteen) calendar days to 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.

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

**4.2.1.** To block the card when declared lost or stolen by the card holder/user.

**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 cardholder 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.** The monthly account statements for credit cards will be sent as agreed by the cardholder with the bank – according to Chapter I Definitions – Account statement, in these **General Terms and Conditions for the use of debit & credit cards for individuals**. 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 60 (sixty) days with regard to the acceptance or rejection of the new conditions. If the cardholder does not send its option to the Bank in 60 (sixty) days, the amendments are deemed tacitly accepted by the cardholder.

(b) The Bank must notify the Client about any changes in the fees and commissions by letter and only possibly by means of electronic communication (e-mail, facsimile, SMS etc.) in accordance with the terms and conditions provided by the law. 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 30 (thirty) days before the enforcement of such modifications. If the client does not accept the proposed modifications, he/she must inform the Bank in this respect, no later than 15 (fifteen) days as of the receipt of the notification and return the card to the Bank, along with possible debits resulting from the use of the card, its fees and commissions, in 15(fifteen) days as of the notification of the rejection of the Bank's conditions.

**4.2.6.** Upon the Cardholders' request, to replace subject to costs the cards declared stolen, demagnetized, 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 form

**4.2.7.** The departments responsible for solving issues related to card transactions, respectively the completion of payment refusals (appeals) are the following:



- *The Card Operations Department, for transactions performed at the Bank's terminals, as follows:*
- within five (5) business days from their receipt for settlement, if the refusal is related to a transaction made at the ATM's and POS's installed at the bank's counters;
  - within ten (10) days from their receipt for settlement, if the refusal is related to a transaction carried at the POS's and virtual terminals (E-commerce) installed by the Bank at its retailers;
- *The Department for E-Channels for transactions performed at the terminals of other acquiring banks, as follows:*
- As regards the refusals initiated / transactions disputed by the card holder /user for transactions carried out at the terminals or retailers of other banks, with amounts blocked for settlement on the customer's account and unsettled, such refusals / disputes are solved within maximum three (3) working days after a period of thirty (30) days from the transaction date, when the acquiring bank may settle such amounts;
  - As regards the refusals initiated / transactions disputed by the card holder /user for transactions carried out at the terminals or retailers of other banks, with amounts debited from the customer's account, the solution is given in maximum 50 days from the date of the receipt, when the acquiring bank must give an answer with regard to the dispute initiated in accordance with the terms imposed by the international Visa/MasterCard regulations. Exceptions are unauthorized transactions, for which the holder/user has not expressed his/her consent (as defined under Article 3.2.1) and which are immediately solved.
- where the answer does not account for a final solution, the deadline for solving the case is extended according to the national and international rules in force for card transaction related disputes.

**4.2.8.** The Bank shall not be held liable if an operation is not authorized or a card is not acquired for payment as a result of the cardholder's / user's failure to carry out any obligation under these GTC and/or in situations beyond the control of the bank (for example, without limitation, the introduction of erroneous PINs, 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).

**4.2.9.** The Bank is held liable towards the card holder / user in any of the following cases:

- 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 for transactions carried out after the card holder / user has notified the Bank with regard to the theft, destruction, blocking, damage or suspected damage of the card data,
- transactions not authorized by the cardholder/ card user, carried with a counterfeit card or by fraudulent use of the card data without the physical presence or without the electronic identification of the card identification elements.

**4.2.10.** 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 of the card as well as the related fees, commissions, interest (if the holder 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 all cases in compliance with the applicable legal provisions.

**4.3. Banca Transilvania, as sponsor, has the following obligations to the VISA ELECTRON EURO<26 card holders:**

- to sponsor the cardholder with the amounts representing the EURO<26 membership fee, as agreed with that organization.
- with regard to the sponsorship, the Banca assumes all the obligations under the Romanian law.

## **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 challenge in a justified manner any operation not authorized or wrongly recorded on his/her account within maximum 60 (sixty) days from the date of becoming aware of the operation, but no later than 13 months from the debiting date and to receive the result of the complaint resolution.

**5.1.7.** The VISA ELECTRON EURO<26 cardholder is entitled to discounts to products and services purchased with the card within the EURO<26 network, where the EURO<26 logo is displayed.

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

**5.2.1.** To use the card according to the contractual and legal provisions, without any prejudice whatsoever.

**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 card rejection 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 in his/her name and / or the card user's name, the equivalent representing:

- **the value of transactions** of the type purchase or cash withdrawal, payment of utilities etc., including the value of the transactions on the Internet;

- **fees and commissions** due to the bank and charged for the use of the card.

- transactions resulting from the fraudulent use of a card until the notification of the Bank with regard to the loss or theft of the card, in accordance with the provisions under Article 5.2.16.

**b.** Debits resulting from card transactions (e.g. without limitation exchange rate differences, offline transactions) 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 individuals**.

**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.

**5.2.5.** If transactions are carried out in a currency other than that of the card, 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 ELECTRON Euro<26, MasterCard Mondo Mastercard Gold Debit 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. In this case, the amount retained from the holder's card account will result from the following automated foreign currency conversions:

- Conversion of the amount from the currency in which the transaction was performed into the (LEI/EUR) account currency, through the settlement foreign currency of the bank with Visa (USD) for Visa cards, respectively the settlement foreign currency of the bank with MasterCard (USD / EUR - depending on the region in which the transaction occurs) for MasterCard cards. The exchange rate between the forex amount of the operation and the settlement foreign currency of the bank with Visa and MasterCard is automatically the one of the International Organization under the logo of which the card is issued (VISA / MasterCard).

- With MasterCard cards, the bank shall perform the conversion from the settlement currency (USD/ EUR) into the account currency at the spot rate charged by the bank at the transaction settlement date. The account currency for MasterCard cards is:

o RON for:

▪ Debit cards: MasterCard Mondo, MasterCard Gold debit, MasterCard Banca Transilvania OmniPass;

▪ Credit cards: Star Forte, MasterCard Forte for Physicians;

o EUR for the debit card MasterCard Direct.

- With VISA cards, the transaction is sent by Visa to the bank in the account currency (RON) and that value is charged by the bank on the customer's account. The account currency for VISA cards is:

o RON for:

▪ Debit cards: VISA ELECTRON, VISA ELECTRON Euro,26;

- Credit cards: Star Gold, Star Platinum, Visa Gold BT-ROTARY, Visa Centrofarm BT, BT Flying Blue Classic, BT Flying Blue Premium.
- With operations at the Bank's terminals, the conversion of the amount from the transaction currency into the card account currency is performed at the spot rate of the bank at the time of the transaction in question.

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.

**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 card holder shall pay, from the RON funds available on its current/card account, the fee established by the Bank for payment refusals initiated both by the card holder or the user, provided such refusals receive an unfavorable resolution after the verifications.

**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 individuals** or because the Cardholder has been declared financially liable for the initiated payment refusals (disputes).

**5.2.8. a.** To unconditionally accept the automatic debiting of his/her account (attached to the card) with the equivalent of the transactions made with his/her card or the user's card, being subsequently entitled to challenge the transactions for a justified reason by initiating a payment refusal for the immediate return by the Bank of the debited amounts if the challenge is solved in a favorable way.

**b.** He /She irrevocably and unconditionally undertakes to pay the fees and commissions related to his/her card(s) or to the ones of the additional card user(s).

**5.2.9. To take all measures necessary to prevent the loss, deterioration, theft of the card or of the related data.**

**5.2.10. To refrain from giving the card or activation code / PIN / 3D Secure password to other persons, respectively from disclosing them to other persons.**

**5.2.11. Not to keep the activation code/PIN / 3D Secure password and the card in the same place.**

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

**5.2.13.** To keep the identification data of the card in a manner that cannot be easily recognized and accessed by any unauthorized persons.

**5.2.14.** 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.

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

**5.2.16.** To immediately inform the headquarters of Banca Transilvania on the following events, at the phone number 0 800 80CARD (0 800 80 2273), toll free from any network in Romania or 0264 594 337 - chargeable number that can be used from abroad, as well, or in writing (at the contact address available on the bank's web page):

- the card is lost, stolen, damaged or blocked;
- transactions unauthorized by the cardholder are registered on the current/card account;
- errors occur in the management of the account to which the card is attached by the issuer;
- there are suspicions with respect to the possible copying of the card, PIN or disclosure of card related information to unauthorized persons;
- malfunctions occur while using the card.

The card holder/user is directly liable for all the card operations performed by the time the card is declared lost/stolen, and he/she shall bear the related loss up to the limit of the RON equivalent of 150 (onehundredandfifty) EUR, at the NBR exchange rate applicable on the day of the operations considered to be fraudulent.

The payer shall bear losses of maximum EUR 50 or the RON equivalent of the mentioned amount at the date of the unauthorized transaction, if the payer has not acted in a fraudulent manner and has not intentionally violated his/her obligations.

The cardholder is fully liable for all the damages, if he/she or the card user has acted fraudulently or has not respected one or more obligations under these GTC, intentionally or by gross negligence.

The liability of the cardholder is assessed especially under consideration of the nature of the customized safety elements of the payment instrument and the circumstances in which the card was lost, stolen or used in an unauthorized manner.

## **6. CARD SUSPENSION OR WITHDRAWAL**

**6.1. 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 to authorize the card transactions;
- to cancel or to suspend the use of the card;
- to refuse to issue a new card or to replace the card without the holder being relieved of the financial responsibility for the transactions made with the card by that time.

**6.2.(a) 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.

(b) 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;

**6.3. In cases described under Article 6.1 and 6.2**, the Bank shall notify the cardholder/ user after taking specific measures for each case, **and for the cases under Article 6.1 the Bank reserves the right to report the cardholder/ user to the competent institutions and authorities.**

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

**6.5. 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 cardholder's initiative and (60) sixty calendar days 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.

**6.6. 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;
- The card holder / user carries out fraudulent transactions by willful intent in order to obtain undue benefits or to deceive the bank or the payment acquirer;
- The card holder / user carries out violations of 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.

**6.7. The cessation of the business relationship for the debit / credit card** does not absolve the cardholder/ user of the obligations assumed for the whole validity period of the credit/credit card, and of the related product agreements.

6.8. If the cardholder 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.

## **7. DURATION AND AMENDMENTS**

### **7.1. a. Debit cards:**

The debit card is valid for three (3) years as of the issue date. It is 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 were 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 not 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.

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

The credit card has a validity period of 3 (three) years as of the issue date. Upon the expiry of the deadline, the Bank reserves the right to perform a review of the fulfilment by the client of the obligations laid down in the card agreement. The card will be re-issued automatically, unless the credit cardholder has filed an explicit written request for the 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 cardholder shall bear all the 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 merchants.

**7.2. 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 cardholder at its address, in compliance with the terms provided under Article 4.2.5 herein.

**7.3.** The card holder /user agrees that during the validity period of the card the amounts payable may increase due to forex risk or higher fees and other expenses with third parties (Visa, MasterCard, courier, etc.) as specified in the contract / annex thereto.

## **8. NOTIFICATIONS**



**8.1. The cardholder undertakes to notify the bank about any modification** of the data stated in the card issue application for, within 7 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.

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

## **9. CONFIDENTIALITY**

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

**9.2. The card holder/user acknowledges the Bank's right to maintain and use** the information provided during the validity period of the debit / credit card in order to achieve and to develop other banking products and services in the field of cards, as well as for statistical analysis and marketing.

**9.3.** The Bank has the right – if the cardholder has failed to fulfil his/her obligations to 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 (e.g. criminal prosecution authorities, courts of law etc.), without any prior formality for the cardholder's notification.

## **10. GENERAL PROVISIONS**

**10.1.** 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.

**10.2.** 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** (for ex. in electronic format). The communication between the parties (notices, official letters, etc.) during the validity period of the card shall be in Romanian.

**10.3. 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.

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

**10.5.** 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.3. TERMS AND CONDITIONS FOR THE SMS ALERT SERVICE**

#### **1. SMS ALERT**

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

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

- Card payments at POSs in the country and abroad
- Internet card payments in the country and abroad
- ATM cash withdrawal in the country and abroad
- Invoice payments at ATMs

- Voice authorization transactions (imprinter) made from the Call Center
- Card blocking / unblocking performed by the Call Center

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

## **2. FEES AND COMMISSIONS FOR SMS ALERT**

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

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

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

## **3. PARTIES' LIABILITY**

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

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

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

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

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

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

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

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

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

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

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

## 5. SUBSCRIPTION VALIDITY

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

## 6. SUBSCRIPTION TERMINATION

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

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

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

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

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

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

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

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

**6.9.** In all abovementioned cases, the Bank has the right to demand payment for the part of the subscription that is fulfilled by the date of the unilateral denouncement / termination.

## 7. COMMUNICATION

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

## 8. SETTLEMENT OF CONFLICTS AND DISPUTES

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

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

## 9. CONFIDENTIALITY

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

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

## **II.4. 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**

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 banking transactions will 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 given 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 (personal, financial, access to systems and/or applications, etc.).

**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 ceases de jure from the account closing date for reasons authorized by law or at any time, with the parties' approval.

**5.2.** The client may cancel the service unilaterally by any of the communication means between the parties, subject to a written notification sent to the Bank, at least 30 days before the date requested for the service cessation.

**5.3.** The Bank reserves the right to stop the service, no later than 30 days following the emergence of circumstances which could not be foreseen at the date when the BT 24 Invoices subscription was signed and this leads to the modification of the clauses in such a manner that fulfilling them would be contrary to public interest, as well as in any time the Bank finds that the client has not fulfilled the provisions herein.

**6. COMMUNICATION**

Any communication between the parties regarding the modification of clauses relating to BT24 Invoice service will have to be sent via the BT24 secured messaging application, by phone or in writing at any bank unit. The BT24 Invoice Service is effective from the signing date of the subscription application by the parties and is valid throughout the existence period of the Client's bank account.

**7. DISPUTE SETTLEMENT**

These provisions related to the BT24 Invoices service are governed by the Romanian law. Any litigation between the parties shall be amicably settled and, in case this is not possible, by the competent court authorities or by bodies in charge with the alternative settlement of disputes.

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