

# **TERMS AND CONDITIONS FOR BT24 INTERNET / MOBILE BANKING TRANSACTIONS**

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## I. DEFINITION OF TERM

a) **Bank** - Banca Transilvania, providing to the CLIENT the IT services BT 24 Internet Banking and Mobile Banking.

b) **BT 24** - Internet Banking application facilitating the performance of banking operations via the INTERNET.

c) **Mobile banking** - service ensuring the connection to the bank via a smartphone/PDA with internet access compatible with JavaScript and CSS standards, in order to request financial data regarding bank accounts and to perform banking operations.

d) **Banca Transilvania mobile banking application** - the application is installed at Android and IOS dedicated stores. Apart from the general functions, clients may also activate the transaction function, by obtaining the required data from the internet-banking application. The application can be activated only for mobile banking subscribers. Further details on the mobile banking application: [www.bt24.ro](http://www.bt24.ro).

e) **Client** - natural person or legal entity, having an account opened with the Bank and requesting the activation of Internet/Mobile Banking service by the bank.

f) **User** - person legally authorized by the Client to perform banking operations in its name, provided that its signature specimen is filed with the bank.

g) **Activation request form of INTERNET / MOBILE BANKING service**: the activation request form including service activation request, signed by the client and approved by the bank (unique form or specific form of the activation request form of INTERNET/MOBILE BANKING service).

h) **Agreement for Internet/Mobile banking transactions**:

- a set of documents which contains the unique application form and the Terms and conditions for Internet / Mobile banking BT 24 transactions, or
- a set of documents which contains the activation request form of the Internet/Mobile banking BT24 service, the configuration form, the Access data form BT

24 and the Terms and conditions for Internet / Mobile banking BT 24 transactions.

i) **Interactive Help menu** - Set of usage instructions regarding the Internet Banking/Mobile banking application, provided by the Bank to the Client for free, both on electronic supports via the application or on paper support at the Client's request.

j) **BT 24 Contact Center** - service provided by the bank in order to maintain the relationship with the clients and to offer assistance and general information by phone, e-mail or other communication means agreed with the clients.

k) **BT staff** - staff within BT units responsible for the promotion of the Internet/Mobile Banking service and for the management of BT 24 application.

l) **Secured messaging** - means of communication between the client and the bank, ensuring through encryption the identification of the message sender and of the message recipient.

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

n) **SMS OTP (one time password)** - method consisting in the automatic delivery by SMS of certain temporary passwords with limited validity, which can be used to access and sign the operations.

o) **Token** - device interacting with the Internet/Mobile Banking application and generating random codes which are used by the users both to log in to the Internet/Mobile Banking application and to sign the transactions performed via the applications. The device is owned by the bank and may be blocked/reactivated or deactivated unilaterally by the bank at any time in the situations and under the conditions stipulated in the internet/mobile banking services agreement.

## II. CONDITIONS PRECEDENT

**2.1.** In order to use the Internet/Mobile Banking Application, the CLIENT must acquire the necessary.

Hardware and software equipment (computer and smartphone with a functional operation system including the most popular browsers.

The Bank ensures the functioning of the banking transaction system via Internet Banking by means of Internet Explorer browser (at least version 7), respectively via Mobile Banking by means of the following operating systems: Symbian - S40/S60 (S40 version 6 or later), Blackberry (V 4.6 or later), Android (V 1.5 or later) or browser: Safari (iPhone).

Banca Transilvania mobile banking application can be installed on Android (at least version 2.3) and IOS (at least version 4.3)

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

**2.2.** The BANK does not have any obligation regarding the installation, maintenance, service or setting of the Client's equipment for accessing the Internet/ Mobile Banking Application.

**2.3.** The BANK does not have any responsibility as concerns possible errors that may occur when using the Internet/Mobile Banking Application, due to malfunctions or due to the failure to observe the legal provisions regarding the use of services in general and telecommunication services in particular.

**2.4.** According to the Client's option, the BANK shall provide to the Client either the Internet- Banking service or the Internet Banking & Mobile Banking service package.

**2.5.** The application's safety conditions may be accessed on the Internet/Mobile Banking application webpage.

## III. OBJECT OF AGREEMENT

**3.1.** Performing banking operations by internet, as a result of the allocation by the BANK to the USER, for personal use or for the exclusive use of the company that the user represents, of certain access rights (nonexclusive, limited and revocable) to the Internet or Internet and Mobile Banking application, according to client's choice. The functionality of this application is presented in the application's working instructions and interactive Help menu.

## IV. ACCESS TO THE APPLICATION

**4.1.** The functionalities instructions and the safety conditions may be accessed on the Internet/Mobile Banking application webpage at the following address <https://ib.btrl.ro/BT24>.

**4.2.** The user's access to the Internet /Mobile Banking application depends on the authentication method selected by the client from the methods provided by the bank upon agreement signing (SMS-OTP, token).

**4.2.1** In case of SMS-OTP authentication, the user inserts on the application log-in page an identifier (user ID) supplied by the Bank and a temporary password which must be changed upon first log-in; subsequently, a unique log-in and signing password code will be received via SMS.

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

password code is subsequently generated by the token.

**4.2.3** The application Banca Transilvania Mobile can be used only after the client has accepted the following permissions: photo camera (access to the camera being requested only for scanning invoice bar codes), location (verified only in the “Unit and ATM locations” section and showing the closest BT units and ATMs), contacts (the contact list is opened only when accessing payments via Email/SMS, in order to fill in the beneficiary details automatically), telephone status and identification (the IMEI number is required to activate Banca Transilvania Mobile application).

Banca Transilvania ensures the functioning of the application in accordance with the usage conditions, without affecting the confidentiality of data and the identity of the person. The permissions are mandatory requirements of the operating systems and the Bank shall not be liable for any forbidden use, incompatible with the abovementioned purpose, for any abusive or illegal use of the mentioned data, the user declaring expressly that the credit institution is exempted from any such liability by downloading the application and expressing the approval regarding the access to the mentioned data.

## **V. COSTS, FEES AND COMMISSIONS**

**5.1.** The BT 24 subscription value for using the BT 24 Internet/Mobile banking application is provided in the bank list of the Fee and commissions.

**5.1.1** On the signing day of this contract, the standard cost for using BT24 for individuals, freelancers, individual enterprises is 5 lei / month, including Internet Banking 1 leu / month, Mobile Banking 4 lei / month.

**5.1.2.** On the signing day of this contract, the standard cost for using BT24 for legal entities is 25 lei / month, including Internet Banking 20 lei / month, Mobile Banking 5 lei / month.

**5.2.** In case the Client requires the authentication by token; the Client shall receive a token device.

The Client will be charged with 50 lei, the token value amount in the following situations:

- a. - the client returns the token to the bank in dysfunctional condition;
- b. - the client does not hand over the token to the Bank;
- c. - the client blocks the token permanently - the device is no longer functional because it was temporarily blocked for 3 times. The token is temporarily blocked if the PIN is inserted incorrectly for 5 times. The token can be unblocked only by BT employees who have responsibilities on this matter;
- d. - the Bank deactivates the client’s user account for not using the application during 3 months or accumulates debts which amount to the equivalent of 3 month-Internet/Mobile Banking fee. In such case, the client will be notified in writing in order to come at the bank and return the token, and if the client fails to respond to the bank’s notification within 10 days, the bank is entitled to charge the replacement fee. The client authorizes the bank to debit its account with such replacement fee for each token device in any of the above mentioned situations.

**5.3.** The banking operations performed by the CLIENT, through the Internet Banking BT24/Mobile Banking application, will be charged and commissioned according the Bank’s decision regarding the interests and commissions applied by the Bank with respect to current accounts, which are notified at all BT units and via the Internet /Mobile Banking application on Terms and conditions section.

The modification/update of fees and commissions regarding banking operations performed through the Internet banking application BT 24 will be communicated to the client via agreed methods.

**5.4.** By signing the present agreement, the CLIENT authorizes the BANK to debit his account with any fees and commissions due

to the Bank. The individual negotiated fees and commissions or those present in personalized offers will prevail over the standard values.

**5.5.** The BT 24 transfers' fees and commissions are filled in with the fees and commissions stipulated in the bank applicable List of fees and commissions available on the signing date of the agreement.

**5.6. INTERNET/MOBILE BANKING FEES**

**5.6.1.** Token replacement fee: 50 lei

**5.6.2.** Operations free of charge

Transfers between own accounts (opened with Banca Transilvania under the same ID), FX, deposit opening, payment of utilities to collecting accounts with Banca Transilvania and FCY payments to beneficiaries holding accounts with Banca Transilvania are free of charge.

**5.6.3.** Other transfers initiated by the client are charged as follows:

a. RON payment fees:

*Interbank payments* via Internet and Mobile Banking BT 24: in tranches, according to the operations value:

- 1 - 999.99 lei ..... 2.50 lei
- 1,000.00 - 49,999.99 lei..... 5.00 lei
- >= 50,000 lei .....10.00 lei

Urgent payments .....10.00 lei

*Intrabank payments* via Internet and Mobile Banking BT 24.....0 lei.

b. FCY payment fees:

Non SEPA payment

0.10% of the amount, minimum 15 EUR, maximum 600 EUR (Swift fee included)

SEPA payment

0.10% of the amount, minimum 15 EUR, maximum 600 EUR (Swift fee included)

A SEPA payment is a payment that meets the following conditions, cumulatively:

- is in EURO
- is ordered as "normal" payment

(i.e. not urgent) and with SHA charges

- the beneficiary bank for such payments is a bank located in any of the countries within the SEPA area, which adhered to the SEPA payment scheme.

The SEPA area is formed by:

The member states of the European Union:

The states of the Euro Area: Austria, Belgium, Cyprus, Estonia, Finland, France, Germany, Greece, Ireland, Italy, Luxemburg, Malta, The Netherlands, Portugal, Spain and Slovenia;

The states of the Non-Euro Area: Bulgaria, the Czech Republic, Denmark, Latvia, Lithuania, Hungary, Poland, Romania, Slovakia, Sweden and UK;

Member states of the European Economic Area - EEA: Island, Lichtenstein, Norway; Switzerland and Monaco.

- Urgent FCY payment fee:
- 1 - 150000 EUR ..... 25 EUR / payment
- > 150000 EUR ..... 75 EUR / payment

Changes/cancel Foreign currency payments .....30 EUR / payment

**5.6.4.** The urgent payment fee is charged together with the other fees related to the transaction. Urgent transactions are processed with value date T or T+1 (for payments effected between 09:00 - 18:00h), and the final swift message is transmitted to the branch on the day when the operation is affected.

**5.6.5.** Apart from Banca Transilvania fees, FCY payments to other banks, notably transfers with SHA and OUR option will also bear the correspondent bank charges established by the respective banks. Banca Transilvania shall not charge correspondent bank fees for SEPA payments.

**5.6.6.** For FCY payments processed by the beneficiary bank, which required amendments due to various reasons (for example: mismatch between the beneficiary name and account, or between the beneficiary account and the payment



currency), the bank may charge an additional fee (repair charges).

**5.6.7.** For FCY payments which require modifications (amendments) or which are returned by the intermediary/beneficiary bank, the banks involved in the transfer may request/retain an additional fee.

**5.6.8.** In such cases (5.6.6. and 5.6.7.), the fee charged by the intermediary bank(s) and/or by the beneficiary bank is communicated to BT clients and retained after the payment, as they are received from the banks involved. In case the incorrect payments which could not be processed are returned by the correspondent/beneficiary bank, the respective amounts are cashed on the client's account, less the fees charged by the correspondent banks.

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

### **6.1. THE BANKS' RIGHTS**

**6.1.1.** The Bank is authorized by the Client, through this agreement, to carry out, in the name and on the account of the Client, the instructions received via the Internet/Mobile Banking application, exclusively on the client's responsibility.

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

**6.1.3.** The Parties agree that the Bank may delete the Client from the Internet/Mobile Banking system without prior notice, if the client is inactive in the application for a period longer than 3 months and/or if the client accumulates debts which amount to the equivalent of 3 month-Internet/Mobile banking fee. In such case, the client will be notified in writing in order to come at the bank and return the token, and if the client fails to respond to the bank's notification

within 10 days, the bank is entitled to charge the replacement fee.

In such case, by derogation from art. 10.5, the agreement will cease of right, without Court intervention.

**6.1.4.** The Bank has the right to restrict the Client's access to the Internet/Mobile Banking application BT 24, in the foreign currency payment module, in case the Client does not fulfill his obligation to submit to the BANK the justifying documents in all the situations when documents are required by law, within 10 calendar days since the payment date. Such access restriction applies until the respective documents are presented.

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

### **6.2. THE CLIENT'S RIGHTS**

**6.2.1.** The Client may order the Bank, through the Internet/ Mobile Banking application, the performance of some types of operations, as they are or will be available in the application.

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

- The payment instruction must not be already accepted in the Bank's electronic settlement system;
- The payment, according to the instruction, must not be guaranteed by the Bank;
- The payment's beneficiary must express its consent regarding fund return, if necessary;
- Technical errors of the BT24/Mobile banking application.

In the first 3 cases, the bank has the right to charge fees and commissions for cancelling the payment orders, according to Annex 3 -

Terms and conditions for Internet/Mobile banking transactions.

**6.2.3.** The Client may require special assistance from the Bank, provided that it relates to the removal or correction of potential errors of the Internet /Mobile Banking application.

### **6.3. THE BANKS' OBLIGATIONS**

**6.3.1.** The BANK commits to carrying out the transactions requested by the CLIENT, based on the information provided through the Internet/Mobile Banking application.

**6.3.2.** The BANK has the obligation to inform the CLIENT, as soon as possible, any time the requested operation cannot be performed, because of a in any applicable legal act or as a result of similar situations, which prevent the Bank from carrying out the operation.

**6.3.3.** The BANK has the obligation to check if the person ordering the transaction is a client accepted by the Bank, and also to verify the correct use of password and token by the CLIENT.

**6.3.4.** The BANK has the obligation to provide the CLIENT with the Internet/Mobile Banking application User's Manual, via the application, or on paper support at the client's request.

### **6.4. THE CLIENTS' OBLIGATIONS**

**6.4.1.** The Client has the obligation to notify the Bank in writing with respect to any modification in its status, identification data, or a change of his legal representatives, as soon as such modification/ change occur.

**6.4.2.** In case the applicable legislation stipulates expressly the necessity to submit to the BANK the original documents of the transactions, the bank will require the client to file with the bank the justifying documents in original or copy, as the case may be, in all the situations when documents are required by law.

At the date of this agreement, for currency operations and also for the exceptions stipulated by law in case of FCY payment operations, the client has the obligation to

file with the BANK the original documents regarding the transactions, within 10 calendar days from the date of the payment order via BT 24.

**6.4.3.** The USER commits to keeping confidential all its identification data provided by the BANK, inclusively in case of phishing message receipt. The user takes responsibility for the disclosure of its identification data to third parties, inclusively as a result of "phishing" attacks, which represents a serious case of gross negligence of the client.

**6.4.4.** The User has to inform the Bank immediately after noticing that its identification data (including the case in which the client disclosed its personal information to third parties, as a result of "phishing" attacks) had become known to unauthorized persons.

**6.4.5.** The client is forbidden to perform operations from the Internet / Mobile banking application if he knows or ought to know that he is not authorized to operate the accounts, even if technically he is allowed to access the application. In this case, the client enables the bank to debit its account with the entire amount transferred unauthorized.

**6.4.6.** The Client commits not to making any modification whatsoever to the Internet Banking /Mobile Banking application. The Client shall not use images, texts, windows, or pages of application for other purposes than those mentioned in the present agreement. Furthermore, the Client is not allowed to copy, multiply, publish or distribute the above mentioned elements of the application, without the written approval of the Bank in this respect.

**6.4.7.** The Client has the obligation to maintain available in its current account all necessary funds in order for the Bank to debit the subscription fee and the replacement fee payable by the Client and to perform the banking operations requested by the Client, through the Internet/Mobile Banking application.



**6.4.8.** The Client has the obligation to maintain in good condition the token device received from the bank, if selecting the token as authentication method and to return it to the bank upon agreement cancellation or at the bank's request.

## **VII. OPERATIONS PROCESSING**

**7.1.** Payment orders falling under the incidence of the Payment Services Directive OUG no.113/2009 are considered executed as concerns the payment beneficiary, if they are executed according to the IBAN code provided by the client. In case the IBAN code provided by the client is incorrect, the Bank shall not be held liable for the non-execution or deficient execution of the payment operation.

**7.2.** The bank considers that the client has expressed the approval in order for the payment orders to be executed, if the client clicks on the specific transaction confirmation buttons by using the confidential access data.

The approval can be revoked until the bank receives the payment order for processing.

**7.3.** The Bank ensures the processing of currency payments ordered by the Client and their introduction in the multilateral interbank settlement flow, depending on the time of their reception as follows (the abbreviations T, T+1 refer to banking days, from Monday to Friday):

- small value payments to commercial banks in Romania (below 50,000 lei) processed until 13:00h during T day, will be presented for settlement during the same day; payments processed after 13:00 will be presented for settlement on day T+1;
- large value payments to commercial banks in Romania (over or equal to 50,000 lei) or those ho are marked as URGENT processed until 15:00h on working day T, will be presented for settlement during the same day; those processed during T day after 15:00h will be presented for settlement on day T+1;

- small value payments (below 50,000 lei), in favor of the State Treasury, processed during T day until 13:00h, will be presented for settlement during the same day; those processed on T day after the mentioned hour, will be presented for settlement on day T+1;

- large value payments (over 50,000 lei) or those witch are marked as URGENT in favor of the State Treasury, processed during T day until 15:00h, will be presented for settlement during the same day; those processed after the mentioned hour, will be presented for settlement on day T+1;

- Interbank payments in LEI received on Saturdays (non-banking working day), on Sunday or other non-working days will presented for settlement on T day (next banking day);

- Internal transfers and intra bank ron payments transfer will be processed 24/7.

**7.4.** As concerns payments exceeding 1,000,000 LEI, the bank employees will request payment confirmation by the legal representatives of company clients or by individual customers (as the case may be), via phone or e-mail.

**7.5.** The Bank ensures the processing of currency payments ordered by the Client and their introduction in the bilateral foreign settlement flow, depending on the time of their reception as follows (the abbreviations T, T+1, T+2 and T+3 refer to banking days):

- Emergency interbank FCY payment orders received during day T between 09:00-18:00h, shall be processed (accepted) during day T with value date maximum T+1.
- Interbank FCY payment orders received during day T between 09:00-18:00h, shall be processed (accepted) during day T with value date maximum T+3.
- Interbank FCY payment orders received outside the above mentioned intervals will be processed 24/7 and presented for settlement according to the previous points.
- Intra bank payment orders, including internal transfers, regardless value, will be processed 24/7.

**7.6.** Subject to the Regulation (EU) No. 260/2012, the Bank shall execute payment orders in EUR, respectively payments towards the EU member states or towards countries and territories considered part of the European Union, only with SHA charges and without emergency.

FCY payment orders regulated by the Payment Services Directive OUG no. 113/2009, except the EUR payments mentioned above will be executed by the bank with OUR charges, if they involve a previous FX operation (the charges of all banks involved in the settlement flow are paid by the ordering party) or with SHA charges (BT charges are paid by the ordering party, whereas the correspondent bank charges are paid by the beneficiary). Payment orders (regulated by the Payment Services Directive OUG no. 113/2009) in the settlement flow or instructions transmitted electronically, which have BEN charge option (the charges of all banks involved in the settlement flow are paid by the beneficiary), will be processed after being converted by the Bank to SHA charge option.

**7.7.** As concerns FCY payments exceeding 100,000 Euro or equivalent, the bank employees will request payment confirmation by the legal representatives of company clients or by individual customers (as the case may be), via phone or email.

**7.8.** The bank ensures the processing of FX operations received by the bank 24/7. Orders inserted in the application by the clients/users after 17:30 (from Monday to Friday), on Saturdays, Sundays and non-working days will be processed within the limit of 22,500 LEI (equivalent other currency) or the limit of 5000 euro for Italy branch clients.

**7.9.** The Bank ensures the opening/closing of deposits ordered by the Client and received during T-day (banking day) from 06:50-19:00h, regardless of the deposit type requested.

Deposit opening/closing orders received on Saturdays (non-banking days) will be operated between 06:50 and 13:30h.

Orders filled in by the clients/users outside the stated time limit shall be processed by the

Bank on the following banking day. Therefore, the clients have to choose between signing the orders on the current day and waiting until the next banking day.

The orders for negotiated deposit opening can be sent from Monday to Friday between 09:00-17:30h, only after activating the option Negotiated deposits can be cancelled only at the bank's counters and not through the application.

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

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

**8.1.1.** The Bank must keep at least 5 years all the client's transactions registration records, both those incurred in the country and abroad, enabling it, if necessary, easily providing the information required by the competent authorities.

**8.1.2.** The Bank shall not be held responsible for the transactions requested by the Client through his representatives, who are not notified to the Bank, according to herein agreement.

**8.1.3.** The Bank cannot be held responsible in case of damages caused by the inappropriate use of instructions regarding the Internet /Mobile Banking application, supplied to the client through the application.

**8.1.4.** The Bank is not responsible for the profit losses, material damages or moral damages incurred by the Client.

**8.1.5.** The Bank is not responsible in the following situations:

a) When elements of identification/token data are acknowledged by other persons, as a result of the Client's negligence.

b) When the Bank received erroneous data through the network.

c) When the client's IT system was accessed by unauthorized third parties or was high jacked (Penetration of the system by other persons/hackers).

d) When the Client discloses identification / access elements regarding BT 24 application, as a result of "phishing" attacks or viruses affecting the client's equipment.

**8.1.6.** The Bank cannot be held responsible for the accuracy or truthfulness of any information, instruction or message, coming from the Client or a third party.

## **8.2. THE CLIENT'S LIABILITY**

**8.2.1.** The CLIENT agrees to assume and take over, starting from the date of signing the present agreement, all consequences and risks of performing transactions on the Internet - ordered by using the BT 24/Mobile banking application.

**8.2.2.** The CLIENT is responsible for the consequences of the usage of his own identification elements/token within the framework of BT 24 service by another third party and assumes all risks which might result from such actions.

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

**8.2.4.** The Client is considered responsible for the accuracy or truthfulness of any information, instructions or other messages sent to the Bank through the Internet Banking BT 24/Mobile banking application.

**8.2.5.** The Client shall not use the account opened with the Bank in order to perform transactions related to gambling activities which do not fulfill the conditions stipulated by law, transactions related to the acquisition of pornographic products/services (including video chat or other related services), transactions related to the purchase of weapons/ammunition without fulfilling the conditions stipulated by law, transactions in virtual currency. Should this requirement not be observed, the Bank may proceed to terminate immediately the

business relationship without any prior notification of the client.

## **IX. SUSPENSION OF ACCESS RIGHTS TO THE APPLICATION**

**9.1.** Suspension of the access rights to the application and the effective blocking of the Client's account, takes place in case the User loses/forgets the password (notifying this to the Bank) or types a wrong ID/password 5 times consecutively, or inserts a wrong PIN in the token device for 5 times consecutively.

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

## **X. AGREEMENT TERMINATION / CANCELLATION/ DENUNCIATION**

**10.1.** The agreement ceases of right from the account closing date, by reasons authorized by law, or at any time, with the parties' approval.

**10.2.** The client may cancel the contract unilaterally, under the condition of sending a written notification to the Bank, at least 30 days before the date requested for cancellation.

The client may cancel the contract unilaterally provided that all its debts to the bank are fully paid, without additional charges. In this respect, the client shall come at the banks counters and fill in the appropriate form provided by the bank for this purpose.

**10.3.** The Bank may cancel the contract unilaterally, under the condition of sending a

written notification to the Client, at least 60 days before the date requested for cancellation.

**10.4.** The Bank may cancel the agreement if:

a) The Client does not fulfill any of its obligations.

b) The Client is declared bankrupt.

c) The Client notifies the Bank, that it will be impossible for him to continue fulfilling the obligations mentioned in the present agreement because of unpredicted reasons and due to the economic environment or to technical problems.

**10.5.** The request for the agreement cancellation (notification) for the reasons mentioned above at Art. 31 will be transmitted in writing to the contracting party at least 30 days before the date requested for cancellation. If no objections are expressed by the notified party within 30 days since the date of notification, regarding the reason of cancellation named in the notification (in order for both parties to begin the amiable settlement and resume the contract), then the respective request (notification) is considered as accepted and measures will be taken accordingly.

In case the contractual party does not acknowledge the reasons mentioned for cancellation and an amiable solution to the respective situation was not possible, then such dispute becomes a litigation which will be solved according to the provisions of Ch. VII of the present agreement.

**10.6.** The Bank reserves the right to cancel the agreement, within no more than 30 days since the occurrence of certain circumstances which could not be foreseen at the agreement signing date and which lead to the modification of agreement provisions in such a way that the fulfillment of the agreement could contravene the public interest, and also at any time when the Bank notices the Client's failure to observe the provisions of the herein agreement.

**10.7.** In all cases mentioned before, the Bank has the right to demand only the payment corresponding to the portion of

agreement fulfilled until the date of unilateral agreement cancellation.

## **XI. CONFIDENTIALITY**

**11.1.** Both parties commit through this present agreement to imposing the obligation of confidentiality to all their employees, who have access to confidential information as a result of their activity.

**11.2.** The Bank shall maintain confidential and shall not publish or disclose under any circumstances an information or data regarding the Client's account, during and after the termination of agreement.

**11.2.1.** The Bank shall not allow access to the Client's information, except to employees or officials, who by the nature of their function, have access to such data. The Bank shall not allow officials or employees to disclose any data or information regarding the Client's account without the Client's prior written approval. The confidentiality restriction does not apply, if:

- The information is requested by the legal authority during a judiciary procedure in accordance with the law, and such disclosure is authorized by the Bank's management.
- The disclosure of such information protects the Bank against imminent losses.
- The Client requests the Bank in writing to disclose information.
- In any other circumstances stipulated by law and requesting the bank to disclose confidential information.

## **XII. TRANSFER AGREEMENT**

**12.1.** In accordance with this agreement, the CLIENT is forbidden to assign in favor of third parties its rights deriving from this agreement, without the prior written approval of the BANK.

## **XIII. NOTIFICATIONS**

**13.1.** Any communication between the parties regarding the modification/update of the agreement clauses, settings updates will

have to be sent via the application "s secured messaging. Any other notifications between the parties may be effected via the Internet/Mobile Banking application's secured messages, or by mail, phone, fax, e-mail, SMS. The bank provides information to the Client via the application regarding the operations performed through its accounts at least monthly and for free.

#### **XIV. FORCE MAJEURE**

**14.1.** Force majeure, as defined by law, exonerates from responsibility the invoking party. Force majeure means all circumstances occurring after agreement signing and consisting in unpredictable and insuperable events according to the Romanian legislation. The party invoking the force majeure must notify the other party in writing, within 5 days since the date of event.

#### **XV. LITIGATION AND CONFLICT SETTLEMENT**

**15.1.** This agreement is governed by the Romanian law, being in accordance and being amended with the current legal regulations concerning the banking activity, the rules concerning mandate, any legal act regulating financial and currency activities, as well as with the legislation on the prevention and combat of money laundering. Any litigation between parties will be solved in an amiable way, and if not possible, such litigation will be submitted to the competent Court in Cluj-Napoca.

The Client was informed regarding the possibility to address to the National Authority for Consumer Protection or to the National Bank of Romania in order to mediate payment service litigations.

#### **XVI. AGREEMENT MODIFICATION**

**16.1.** The Bank is entitled to unilaterally amend this agreement during its performance. Modifications will be notified

to the Client via secure messaging of Internet/Mobile banking application, at least two months before the date proposed for amendment enters into force. The Client is entitled to denounce the agreement unilaterally and free of charge, provided that it notifies its intention prior to the enforcement of such modifications.

The 2-month term shall not apply to contractual modifications imposed by the application of new legal provisions, such modifications applying according to the date of enforcement of such regulations.

Should the bank fail to receive any answer from the Client until the date proposed for the enforcement of agreement modifications, it shall be considered that the client accepted tacitly the new agreement conditions.

If the bank does not receive any answer from the client until the proposed date of enforcement of the contract modifications, the bank shall consider that this is a tacit agreement of the client with the new conditions.

#### **XVII. FINAL PROVISIONS**

**17.1.** The agreement for Internet/Mobile banking transactions represents a set of documents which contains the Activation request form of Internet/Mobile banking BT24 service signed by client and approved by the bank, the Configuration form - **Annex 1**, the Access data form BT 24 - **Annex 2** and the Terms and conditions for Internet / Mobile banking BT 24 transactions - **Annex 3**.

**17.2.** The Client must acknowledge the content of legal provisions in force, with impact on electronic operations.

**17.3.** The agreement enters into force at the date of its signing by the parties.

**17.4.** The herein agreement is accompanied by the General Business Conditions of Banca Transilvania. In case of contradiction between the provisions of the herein agreement and the General Business Conditions, the provisions of the herein agreement shall prevail.