

## **GENERAL TERMS AND CONDITIONS of BT applicable to INDIVIDUALS**

### **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 the Authorization no. III / 339/28.01.1994 issued by the National Bank of Romania. 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, +40 (0)264 30 8028 (BT) – reachable from any network, including internationally, \*8028 (BT) – reachable from Vodafone and Orange networks, e-mail: [contact@bancatransilvania.ro](mailto:contact@bancatransilvania.ro), Registration number with the Trade Register Office Cluj: J12/4155/1993, Tax Identification Number: RO5022670, License serial no. B 000010, issued by the National Bank of Romania on July 1, 1994. Banca Transilvania is a member of the Bank Deposit Guarantee Fund.

##### **1.2. INTRODUCTORY PROVISIONS**

**1.2.1.** The General Terms and Conditions (hereinafter "GTC") govern the relationship between BANCA TRANSILVANIA SA (hereinafter referred to as "the Bank") and its clients, Romanian and foreign individuals (herein individually referred to as the "Client"), 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 BUSINESS 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

banking product or service used by the Client does not affect the validity of other products and services or of these General Terms and Conditions.

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

**1.3.3** The General Terms and Conditions and the standardized forms are provided to the Client at the Bank's offices or via secured electronic channels.

**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.

**1.3.5** At any time during the business relationship, the Client has the right to receive upon request, on paper or other support, the version in force of the Bank's General Terms and Conditions, as well as the Decision regarding applicable interests, fees and commissions.

**1.3.6** The Bank reserves the right to modify these General Terms and Conditions, fully or partially, whenever considered necessary and such modification shall cause effects between the Bank and the Client within 2 months after the date when such notification is considered to have been received by the Client, as per the provisions stipulated in the section "Notifications", unless the Client has notified the Bank in writing about its refusal to accept such changes in the aforementioned timeline. Changes are communicated to the Client as described in "Notices" or using other communication means specific to each banking service/ product under the specific Contract.

## **I.2. DEFINITIONS**

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

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

**"Business relationship"**: contractual relation established between the Bank and an individual entity, regarding the supplied services by the bank, as per its object of activity, and which involves at least the opening of a current RON account for individuals.

**"Current Account"**-an account opened by the bank to an individual to keep its financial means and to perform current operations - cash deposits and withdrawals, different payments and collections.

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

**“Payments account”**: Current available account

**“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 regards to a banking product or service.

**“Personal Data”** means any information relating to an identified or identifiable natural person (‘data subject’);

**“Recipient”** means a natural or legal person, public authority, agency or another body, to which the personal data of the customers are disclosed, whether a third party or not.

**“SignaturePad”** represents the electronic terminal designed to capture the signature specimen and /or giving of consent via biometric electronic signature.

**“BT Financial Group”** – the bank together with the controlled entities, such as: BT Microfinanțare IFN SA, BT Asset Management S.A.I. S.A., BT Leasing Transilvania IFN S.A., BT Direct IFN S.A., BT Capital Partners S.S.I.F. S.A., BT Operational Leasing S.A., Fundația Clubul Întreprinzătorului Român, Fundația Clujul are Suflet and other future entities, joining the Group.

**„Operator”** means the bank for the purpose of the herein GTC. Operator means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data of the customers;

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

**“Charging option SHA”**: means that the ordering client covers the fees of the ordering bank, and related fee for the correspondent banks, while the beneficiary client covers the fees of the beneficiary’s bank, as well as the related fees of correspondent banks;

**“Charging option OUR”**: option to charge the execution of FCY payment transactions, according to which the Ordering Client covers all fees related to payment execution.

**“Charging option BEN”**: option to charge the execution of FCY payment transactions, according to which the Beneficiary Client covers all fees related to payment execution.

**“Processing”** means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;

**“Repair charges”**: additional fee processed by the beneficiary bank, for processed FCY payments which needed amendments due to various reasons (for example: mismatch between the beneficiary name and account, or between the beneficiary account and the payment currency).

**“Basic services”** represent the payment services associated to a RON payment account, as per the provisions of Law 258/2017: (1) opening, management and closing services for the payment account; (2) services allowing funds submissions in the payment account; (3) services allowing cash withdrawals on the European Union territory from the payment account, during or outside the working hours of the credit institution, from the bank’s counters or ATMs; (3) payment services on the EU territory by direct debit, payment via RON Visa Electron debit card linked to the RON payment account (including on the Internet) and standing orders, intra-banking collections and payments from the RON payment account. Based on the legal provisions in force, the basic services available to individuals via a RON account opened with BT, are those services which the Bank puts at the customers’ disposal. The bank holds ATMs and banking units in Romania.

**“Processing purpose”** means the objective considered by the Bank for the processing of personal data;

**Signature specimen**: represents the Client's handwritten signature placed on the document used to initiate the business relationship with the Bank, signature which is kept on the records and/or the client’s signature on the SignaturePad, 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 considered Saturdays (except for units which are open on such days), Sundays, legal holidays at national level, 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 this case the clients shall be informed in due time by displaying appropriate messages within the Bank's units and on its website;

### **I.3. PERSONAL DATA PROCESSING AND PROTECTION**

**3.1.** The Bank processes the personal data of the data subjects in good faith, based on the following: Law 677/2001, and starting with 25.05.2018, the General Data Protection Regulation (GDPR), Law no. 506/2004 on the processing of personal data and the protection of privacy in the electronic communications sector, as well as other regulations, guides or practice codes, which are applicable to the bank or to which it adhered, while ensuring the technical security and data confidentiality, for the following purposes:

- identifying the customers for know your customer activity for the purpose of preventing and sanctioning of money laundering and combating of terrorist financing, both when establishing the business relationship with the bank, and for the entire performing period of the business relationship;
- signing and performing the agreements between the Customer and the Bank, for products and services offered by the Bank on own behalf (as well as, but without limiting to cards,

deposits, loans, internet and mobile banking – BT 24, BT Alert) on behalf of and for BT Group entities (including, but without limiting to fund units distribution, credit and leasing products), on behalf of and for or together with the Bank's partners (including, but without limiting to insurance services attached to the products offered by the bank, services to the business lounge or concierge attached to issued cards by the Bank);

- fulfilment of legal reporting requirements imposed to the Bank by the applicable legislation;
- assessment of CAR, reducing credit risk, determining the indebtedness degree of the customer interested in personalized offers related to the Bank's products or contracting such type of products
- debit collection and recovery of receivables registered by the customers
- taking measures/information or answers supply to the requests/claims/complaints of any nature addressed to the bank by the data subjects on behalf of the Customers, on any communication means, including electronic communication and internet. Personal data processing targeted for this purpose, means the recording and keeping of any messages or telephone conversation, whether initiated by the data subjects or the bank.
- informing the Customers regarding the products/services held by the latter, to properly enforce the signed agreements (including, but without limiting to account or card statements, information regarding the working hours of the BT bank units, data regarding accounts garnishments, notifications for unauthorized debits or overdue payments of installments)
- update of Client data or data subjects
- performing of statistic reports
- monitoring the security of persons/space/goods/visitors of the Bank;
- legal actions for the Bank's rights and interests
- transmission of advertising messages

**3.2 Personal data categories processed by the Bank for data subjects** for the purposes previously mentioned are:

**a) identification data:** name, surname, pseudonymisation (upon case), date and place of birth, national identification number or other similar identification number, ID number and series/passport number (as well as copies), place of domicile, residence (upon case), telephone number, fax, e-mail address, citizenship, profession, occupation, name of employer, type of activity (upon case), held public position, political views (exclusively to obtain information regarding the quality of politically exposed person), family status (matrimonial status, number of children, dependants), economic and financial standing, data regarding the held goods, financial data, data images, voice, fiscal data (fiscal number and place of residency), card number, date of card expiry, IBAN, data regarding the health status.

**b) data and information on loan, similar and insurance products\*\***

- i. positive data: product type, lending period, loan granting date, maturity, granted amounts, due amounts, account status, account closing date, loan currency, payment frequency, paid amount, monthly installment, employer's name and address;
  - ii. negative data: product type, lending period, loan granting date, maturity, granted loans, due amounts, overdue amounts, number of overdue installments, debt maturity, no of days for the delays for loan reimbursement, account status;
  - iii. information related to the quality of the pledger, co-debtor or beneficiary for the insurance policy of the individual for the granted 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;

**3.3. Grounds on which the bank processes the personal data of the clients are upon case,** the following: legal obligation, signing/executing of agreements closed between the Bank and the Customers, the legitimate interest of the Bank and the Customers' consent.

To fulfil the legal obligations related to client knowledge, in case the latter omits or refuses to update the data, the Bank is entitled to update the information on its own initiative, based on the information obtained from other trustworthy sources, independently or directly from the client, if the latter supplied such data for other purposes (e.g.: if a client did not state to the Bank an e-mail address, within the KYC process for the purpose of preventing and sanctioning of money-laundering and terrorist financing, but supplies an e-mail address in order to be used by the Bank for advertising purposes, the Bank will use the abovementioned e-mail address of the client for the purpose of business relation performance).

#### **3.4. The recipients of the customers' personal data processed by the Bank**

Personal data for data subject is disclosed or upon case transferred based on the legal applicable requirements and based on the case, with an adequate information of the data subject and under the conditions, that ensure the full confidentiality and data safety, to categories of recipients, including, but not limited to: Clients, branches, agencies, bank units, BT representative offices, entities within the Group, assignees, mandated persons and partners of the Bank, authorities and public institutions (including, but not limited to the NBR, ANAF, Police), FNGCIMM, the Credit Bureau/Office for Credit Risk, insurance companies, international payment organizations, banking institutions or state authorities, including outside the European Economic Area – for international transfers, such as SWIFT or as a consequence of data processing for the purpose of FATCA and CRS.

To supply the banking services, subject of the agreements signed between the Client and the Bank, the latter will transfer abroad personal data of the data subject, upon case, including to states that does not ensure a level of adequate protection of the personal data. Performing by the client of payment order operations represents the consent of the latter for personal data transfer to the

respective states. The states, which do not ensure a level of adequate data protection, are the states outside the EU/ European Economic Area, except the states to whom the European Commission recognized a level of adequate protection, e.g.: Andorra, Argentina, Canada, Switzerland, Faroe Islands, Guernsey, Israel, Man Island, Jersey, New Zealand, Uruguay (if a contrary measure will not be issued for these states)

### **3.5. Estimated period for personal data processing by the bank for the customers**

Personal data processed by the Bank for KYC for the purpose of preventing and sanctioning of money laundering and combating of terrorist financing will be kept by the bank at least 5 years since business relationship termination with the Client.

Any other personal data of client processed by the Bank for other mentioned purposes, will be kept for a period necessary to fulfil the purposes for which the data has been collected, to which non excessive terms may be added, established by the law or based on the Bank's retention policies.

**3.6.** Any Client benefits from the rights awarded by the GDPR law, respectively: right to information, right of access, right to rectification, right to erasure ("right to be forgotten"), right to object, right to data portability, right to object and automated individual decision-making, right to file a complaint before a supervision authority, detailed in the GDPR (General Data Protection Regulation)

## **I.4. OPENING ACCOUNTS, OPERATING ON ACCOUNTS AND ENDING BUSINESS RELATIONS**

### **4.1 GENERAL PROVISIONS**

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

**4.1.2.** The Bank has the obligation to verify the identity of the customer and the beneficial owner before establishing a business relationship or conducting 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, to 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 each account a unique identification code (account number and/or IBAN code). The Bank may change the account number/IBAN code if the management of the Bank's IT applications/legal provisions require this, but it must inform the Client under the conditions of these GBCs

**4.1.5.** Accounts may be accessed through any of its nationwide units or via the Bank's secure 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 seek and obtain any information about the Client, and about any other persons carrying out transactions over 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 verification of such databases involves additional costs for the Client, such verifications can only be performed subject to the Client's express consent. Once such consent is received from the Client, all the costs related to the consultation of these databases, together with any incurred charges, commissions and fees, including postage charges, are and shall remain due by the Client, the Bank being authorized to perform automatic debiting operations on any of the Client's accounts in order to recover such costs. If the Client refuses to consent to the consultation by the Bank of such databases, the Bank shall be able to refuse the provision of the service requiring such additional verifications.

## **4.2 ACCOUNT OPENING**

**4.2.1.** In order to open a current account in accordance with the provisions of art. 4.1.1, the Client must fill in the account opening documentation and submit all the required documents to the Bank, in accordance with the legislation in force, banking rules, as well as internal regulations.

**4.2.2.** In case the client collects an amount in a currency for which the client does not hold an account opened, the Bank is authorized to open an account in the respective currency. The opening of an account in a currency other than RON, as a result of receiving an amount in the respective currency, shall be performed automatically free-of-charge. The collection of the FCY amount on this account shall be charged in accordance with the List of applicable Fees and Taxes.

In this case, the persons appointed as authorized persons on the RON current account, based on the account opening documentation signed by the Client and submitted to the Bank, will have the same rights to operate on the other accounts in other currencies opened by the Bank.

**4.2.3.** The Bank shall be able not to enter 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, inadequate, inaccurate, or incomplete information, generates suspicion about the truthfulness of the information stated or documents provided, may present risks for the Bank, refuses to provide information in total or part in the form requested by the Bank, in accordance with its internal regulations, etc.
- f. The Bank holds information about the potential client's involvement in fraudulent activities / operations or banking frauds, within his/her relationship with other financial-banking



institutions or identified by other public/private institutions as being involved in the criminal activities, which would negatively impact the Bank's image by the simple association with the Bank's name

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

### **4.3 AUTHORIZATIONS AND COMPETENCE LIMITS**

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

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

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

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

**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 via the standard forms of the Bank shall be deemed as conceded for the entire period of the contractual relationships between the Bank and the Client or until express revocation by the Client. The provisions laid down in Article 2015 of the Civil Code regarding the limitation of the mandate period shall not apply to any such power of attorney, authorization or instruction filled out in the Bank's standard forms, which are maintained until their express revocation by the Client.

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

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

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

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

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

**4.4.1.** The Client/Authorized Representative must immediately inform the Bank, at his/her expense, providing supporting evidence, on any changes in his/her status or that of his/her Authorized Representatives, 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 database of the Bank.

Changes can be related, without limitation, to modifications of the name, mailing address, domicile/residential address, landline/mobile phone, e-mail address, change of the legal capacity, change or cancelation of the mandate granted to the Authorized Representatives, changes regarding the PEP status.

**4.4.2.** The Bank shall not be held responsible in any way, for any damages suffered by the Client or by third parties because of the delayed / lack of communication of the modifications.

**4.4.3.** In case of expiry of the identity document the Bank reserves the right to suspend any transactions/services initiated by the Client within Bank units or via alternative channels, until the presentation of a valid identity document issued in accordance with the law.

#### **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 use the amounts on the account based on written/authorized instructions, signed in accordance with and within the limits specified in the account opening documentation and/or other similar documents mutually agreed and kept by the Bank.

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

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

**4.5.1.4.** The Client may request the interrogation of own accounts directly at the bank's counters or via alternative channels, including, without limitation: Voice Teller (via the phone), Fax Teller (via fax), "Livia, BT's robot" chatbot, BT Pay, 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, BT Pay.

**4.5.1.5** Where necessary (under the applicable legal provisions and the international banking practices or the Bank's internal standards) the original copy of the instructions sent via alternative

channels shall be promptly submitted to the Bank or sent by post, with the remark 'for confirmation'.

If the Client fails to provide the original copy, and if the processing of a payment order requires that such payment order be filled in as original copy, the Client hereby authorizes the Bank to fill out an original payment order on behalf of the Client, based on the payment order model received via alternative channels.

Both the original of the payment order received through alternative channels and the one filled in by the Bank shall represent one and the same document for the purpose of transaction processing by the Bank.

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

**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** T The telephone conversations between the Client and the Bank (support/assistance granted to Clients or instructions, as the case may be) may be recorded with the Client's approval and the parties may use such recordings as evidence in any legal proceedings between them.

**4.5.1.11.** The Client must provide the Bank with all the documents requested by the Bank, as well as with all the necessary authorizations, in accordance with the regulations of the National Bank of Romania or of any other national and/or international supervision entities/special authorities. If the Bank cannot enforce the legal provisions on client identification and identity check, the collection of information on the business relationship scope and nature, including based on the performed transactions, the Bank has the right not to perform the said operation. The Bank shall not be held liable, if the Client fails to observe such obligations.

**4.5.1.12.** The Client is liable to the Bank for any losses suffered by the latter as result of not being informed concerning 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 Client has the right to use the amounts on the account, including by cash withdrawal from the Bank's counters; for cash withdrawals exceeding RON 60,000/ FCY equivalent, the Bank reserves the right to execute the request within a period of up to 170 hours as of the request time.

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

- the payment order was given in the standard/printed format or other format approved by the Bank (including electronic format), it is legible, correct and properly filled in with all the data stipulated in the standard form and it is signed by the Client/Authorized person in accordance with the specimen signatures registered with the Bank (in case of hard-copy payment orders). The payment order, falling under the incidence of Government Emergency Ordinance OUG 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.

**4.5.2.3.** The payment instructions given to the Bank shall be executed on behalf of and at the risk of the Client, who will bear the consequences resulted from misunderstandings or errors, unless the Bank is held liable under the law. 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.

**4.5.2.4** The bank reserves the right not to initiate transfers for the transactions related to gambling activities, not meeting the legal terms and conditions, the acquisition of pornographic products / services (including video chat or other related services), acquisitions of weapons / ammunition without fulfilling the applicable legal provisions, transactions with virtual currencies, if potential risks are identified or if there are specific requirements imposed by the financial institutions involved in the clearing process.

**4.5.2.5.** 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.

**4.5.2.6.** Pursuant to these GTC, as well as any other special agreement concluded 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
- Signing 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.

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

**4.5.2.8.** The Bank may use communications, settlement or payment systems or the services of a third party for the execution of the ordered payment operations, 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.

**4.5.2.9** Intra-bank transfers with payment order are performed on the same day (T), within the available funds on the account, provided that the Client hands over the payment orders to the bank's counters during the working hours listed by the Bank's branches or transmitted via electronic channels according to the specific operation 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 the necessary measures for the observance of the said deadline. The payment order acceptance and processing deadlines can be obtained from the bank's website, under the dedicated page.

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

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

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

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

**4.5.2.14.** After the deadlines mentioned under the previous provisions, the payment orders can be revoked only if the Bank and the Client agree so 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.

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

a) the payment instruction has already been sent to the beneficiary's Bank, in case of inter-bank payment operations.

b) the amount of the transaction has already been credited to the beneficiary's account, in case of intra-bank payment transactions; in such case, the revocation will be possible only with the beneficiary's consent.

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

**4.5.2.17** The Client cannot revoke a payment order once it has been received by the Bank, except for the case stipulated under Article 4.5.2.12 and until the end of the working day that precedes the agreed day, at the latest.

**4.5.2.18** The Bank is entitled to refuse to process a payment order if its instructions are considered fraudulent or potentially fraudulent, without being held liable for any damages suffered by the Client for this reason. The refusal and the reasons of refusal, if possible, as well as the 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.

**4.5.2.19** External payments initiated by the Clients and governed by Emergency Ordinance No. 113/2009 on payment services are performed in maximum one working day as of the receipt of the payment order by the Bank.

**4.5.2.20** The date of the payment performed by the Client from the account shall be the date at which the account is debited by the Bank. The Bank will make the amounts available to the Client, with the value date at which the Bank received the funds. For the collections subject to Government Emergency Ordinance No. 113/2009, the Bank will make the received amounts available to the Client in accordance with the beneficiary IBAN, stipulated in the incoming payment instruction.

**4.5.2.21.** 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 with 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.

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

If, in breach of this obligation, the customer withdraws, transfers, disposes of or uses the incorrectly credited amount or a part thereof in any way, the Client undertakes to immediately reimburse such amount to the Bank and to indemnify the Bank for any loss suffered as a result thereof. In this context, the Bank may proceed to debiting the Account with the amount

incorrectly credited, which exceeds the credit balance, such operation having the legal value of pre- acceptance by the Client.

**4.5.2.23.**

- (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. 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.

**4.5.2.24.** The Bank shall not be liable for any loss or damage of any kind, directly or indirectly incurred 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 sending the instructions could not have been established.

**4.5.2.25.** The Client authorizes the Bank to settle any amount due to the Bank with any amount available on any current account and/or deposit account, regardless of the value and currency in which these amounts are available and/or regardless of the deposit tenor, less the amounts exempted under the applicable legal provisions, provided that the Bank can determine the origin of such amounts. With regard to the amounts collected as allowances/benefits/ other amounts that cannot be subject to legal preservation/precautionary or enforcement measures on the Client's accounts, the Bank has the right to open a separate sub-account and to collect the amounts on the sub-account, so as to ensure the exemption of such amounts from the attachment or the settlement against the amounts due to the Bank. The decision for the opening of the account and/or the collection of the amounts on the related account pursuant to the abovementioned provisions rests exclusively with the Bank. Should the amount settlement require FX operations, 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 the operation generates an unauthorized overdraft, the Client must cover the deficit, including the related penalty interest. In all these cases, the Client will be notified by the Bank after the settlement, through the Account Statement..

**4.5.2.26.** Debt instruments are settled according to the flows and terms stipulated in the NBR's norms and regulations and BT's internal norms, up to the amounts available on the account, considering the date when the debt instrument was submitted by the Client at the bank's counters. The Client shall be informed on all such terms, on the Bank's website and by any other means deemed appropriate by the Bank.

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

**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 commercial papers (bills of exchange and promissory notes), i.e. collections, payments, avalizations and endorsements. In order for the Bank to be appointed beneficiary of the commercial papers, the Client must obtain the prior consent 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 commercial papers, the Bank shall credit the Client's account with the equivalent of the commercial paper only when such paper is effectively cashed.

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

**4.5.3.4.** The issuance of bounced cheques or cheques filled in with false data represents an offense committed by the Client. In the event of such deviations, according to the legal provisions, the Bank has the obligation to notify such events to the Office for Payment Incidents within the NBR and the competent authorities.

**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, to be paid by the drawee banks, and subsequently credits the Client's account in RON 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 debt 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 each and any case of termination of the bank account relationship, the account holder undertakes to return to the Bank all the cheques, promissory notes and bill of exchange forms. The Bank shall not release crossed cheques to clients under banking interdiction. The Bank reserves the right to release a limited number of debt instrument forms, depending on the customer's history with the Bank

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



**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 location, in case of loss, theft or destruction of the document. The Ordinance must be notified to the Bank and published in the Official Gazette of Romania.

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

#### **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 certain FX operations, the Bank shall perform the required FX operation.

**4.6.2.** The Bank shall have the right, without prior consent from or notification of the Client, to terminate before term deposits created by the Client and to debit the amounts due, if he/she has outstanding debts towards the Bank or legal preservation/precautionary or enforcement measures have been imposed, including by means of attachments over the Client's accounts. For the amounts remaining after the covering of the payment obligations of the Client, the Bank is mandated to recreate the deposit of the same type and for the same period as the one previously closed or of a type most similar in terms of tenor and/or interest rate, if, at the deposit closing date, the Bank's offer does not include the initially created deposit type.

**4.6.3.** Deposits which are 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 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 maximum 30 (thirty) calendar days as of the statement issue date, its content is not challenged, it will be deemed accepted by the Client.

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

The Bank shall correct 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 the undue amounts over the account.

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

**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 all the interest, fees 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. The value of such fee can be obtained from the Bank's website and in 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/fees for the rendered services, depending on the Bank's own policy and the market conditions, subsequently informing the clients with respect to such modifications, under the terms and conditions stipulated in the legislation in force and these GTC.

**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 fees have been agreed in an individual agreement between the Bank and the Client. The specific fees agreed with the clients come 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/ charges / fees for the operations performed on the client's current account, unless otherwise provided in specific agreements 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 Beneficiary's name and account, Beneficiary's account and currency sent) required amendments in order to be performed, it is possible for such bank to retain an additional fee (repair charges). For FCY payments requiring changes (amendments) or returned by the intermediary / beneficiary bank, it is likely that the involved banks will request / retain an additional fee. In these cases, the fee charged by the intermediary bank/banks and/or the beneficiary bank shall be communicated to the BT Clients and retained after the payment, as they are received from the banks involved. In case of return by the correspondent / beneficiary bank of sums related to incorrect payments that could not be processed, such amounts shall be collected on the client's account, less the fees charged by the banks involved.

**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 resolution 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 the communication of 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, if such legal proceeding expenses are provided for by final judgement.

#### **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, upon 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 frauds, money laundering or terrorism financing operations, is involved in public scandals and the relationship with the Bank may damage the latter's reputation;

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

**b.4.** The Client has not performed any account operation for a period longer than 6 consecutive months, or the Client has an unauthorized overdraft, resulting from the non-payment of interest and related fees and commissions for a period of 6 consecutive months.

**b.5.** In accordance with its own policy, the Bank decides to terminate the business relationship with the Client, while it is not under the obligation to state reasons for the decision to unilaterally terminate the relationship. The Bank shall not be able to use such right of unilateral termination in the cases laid down under section c. in this Article.

In the situations presented under **b.4** and **b.5**, the termination shall enter into force within 2 months as of the date when 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**, the Bank may temporarily decide to freeze certain amounts on the Client's accounts. During the account freeze period the following operations are allowed, without limitation: the interest payable or interest receivable, where applicable, will be calculated and recorded; a management fee will be charged on the account; collections may be made on such Account.

Upon the request of the Client / their Authorized Representatives, based on an authentic mandate, upon written notification of the Bank, 30 calendar days in advance, and provided that there are no legal or contractual restrictions regarding the closing of the account and also that all amounts due to the Bank are duly paid. This operation is free of charge and does not involve any additional costs for the Clients.

The current account can be closed only if at the closing date of application there are no ongoing products and/or services offered by the Bank that require maintaining the current account opened. Likewise, the Client must declare that, at the date of the account closing request there are no issued cheques/promissory notes/bills of exchange signed by the account holder or his/her Authorized Representatives, in accordance with the regulations in force and also that there are no such documents already issued to be sent to the bank for settlement by their beneficiaries, being aware that the criminal law sanctions misrepresentations.

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

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

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

**4.9.2** Following the termination of the agreement, in any of the above situations, the Bank shall close the Client's account and stop accruing interest, while any credit balance of such account is transferred and maintained by the Bank on a special non-interest-bearing account until a potential transfer of the amounts in accordance with the Client's instructions or upon the heirs'

request, in accordance with the deeds laid down under Article 4.9.1(d), within the limitation period.

If the account balance is in foreign currency, the Bank will perform the conversion of the amount in lei at the exchange rate applied by the bank at the date and time of current account closing. The Bank is not accountable for any damages that the Client may suffer after closing the account, as specified above.

**4.9.3.** In all business relationship termination / account closing cases, the limitation period during which the Client/heirs may claim the return of amounts, representing the credit balance of the account at the account closing date, is 5 years, starting from the account closing date. If the account is closed at the Bank's initiative, the limitation period is calculated from the date when the Client was notified with regard 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 towards the Client for any delay or deficiency of third parties (including, without limitation, intermediary banks, agents, notary publics, court executors, other institutions, public authorities, etc.) in the performance of their obligations towards the Bank.

**6.2.** If the Bank, upon the Client's request, sends money or securities / commercial papers to a certain Beneficiary, using third party agents, such delivery shall be made at the Client's risk, the Bank being exonerated from any liability in this respect, if the Bank proves that it has fulfilled its intermediary tasks correctly. Any loss resulting from the use (for such purposes) by the Bank of postal services, telephone, telex, fax, e-mail, SWIFT, Transfond or other means of communication or transport shall be borne by the Client, the Bank being exempted from any liability.

**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.

**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 with regard to any 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 NBR Regulation No. 9/2008 on know-your-customer for the prevention of money laundering and terrorist financing.

The customer is informed that the transactions performed via the accounts are subject to the provisions of the abovementioned laws and regulations, and that any such account operations that may raise suspicion, will be carried out at the risk and/or under the full responsibility of the Client, in such situations the Bank being obliged to take all the necessary measures under the applicable law, without being bound, under any circumstances, to offer compensation if the measures taken would cause damage to the Client / other individuals.

## **I.8. FINAL PROVISIONS**

### **8.1 ASSIGNMENT**

**8.1.1.** The Client may not assign its rights and obligations under specific agreements or the GTC in general, without the Bank's prior written consent.

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

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

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

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

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

## **8.2 FORCE MAJEURE AND UNFORESEEABLE CIRCUMSTANCES**

**8.2.1.** Force majeure is any external, unpredictable, unsurmountable and unavoidable event. 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 obligations during the entire duration of the force majeure event.

**8.2.3.** An unforeseeable event 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 unforeseeable circumstances.

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

## **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 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 in 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 regard to their authenticity.

## **8.5 CONFIDENTIALITY**

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

**8.5.2.** The Bank is authorized by the Client in writing to request from / to provide to the Payment Incidents Register, Central Credit Register, the Credit Bureau or similar institutions, any information on the Client's risk degree, creditworthiness or any other information that the Bank deems necessary in order to decide with regard to the granting or provision of certain specific services, while such information is necessary for the normal development of the business relationship between the Bank and the Client.

## **8.6 SUGGESTIONS AND COMPLAINTS**

The quality and standards of the services provided by the Bank may be evaluated by the Client. Any suggestions or complaints in relation to any deviation from the standards 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, Str. George Barițiu nr. 8.

The Client shall receive a confirmation of the suggestion and/or complaint receipt and a registration number, unless the suggestions and/or complaints are sent by post/courier, without acknowledgement of receipt.

The Bank shall analyze the Client's letter and respond to it within maximum 30 days as of the receipt thereof.

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

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

## **8.8 GUARANTEE OF FUNDS**

The funds available on the Client's accounts opened with the Bank are guaranteed up to the limits established by the Bank Deposit Guarantee Fund and under the conditions established by the applicable legal regulations on the guaranteeing of deposits. The Bank displays the information on the guaranteeing of deposits by the Bank Deposit Guarantee Fund and the list of unsecured deposits on its website and in all its units.

### **LIST OF UNGUARANTEED DEPOSITS**

#### **Pursuant to Law No. 311/2015 on deposit guarantee schemes and the Bank Deposit Guarantee Fund**

1. Deposits of credit institutions made in their own name and on their behalf, in compliance with the provisions of Article 64(2)
2. Instruments matching the definition of own funds, as defined in art. 4.(1) point 118 of EU Regulation no. 575/2013, para 4. 1. Point 13



3. Deposits resulting from transactions in connection with which irrevocable money laundering convictions have been issued, in accordance with the law on prevention and combating of money laundry. The classification of deposits in this category is effected by the deposit guarantee fund based on the information received from the competent authorities, from the credit institution whose deposits have become unavailable, or from the liquidator appointed by the court, as the case may be.
4. Deposits of financial institutions, as defined in Article 4.(1)(26) of EU Regulation No. 575/2013;
5. Deposits of investment firms, as defined in Article 4.(1)(2) of EU Regulation No. 575/2013
6. Deposits with respect to which the holder's identity has not been checked until they become unavailable, in accordance with the law on the prevention and control of money laundering;
7. Deposits of insurers and reinsurance undertakings, as defined in Article 2 (A)(5) and (39) in Law No. 32/2000 on insurance undertakings and insurance supervision, as subsequently amended and supplemented;
8. Deposits of undertakings for collective investment, as defined by the capital market legislation;
9. Deposits of pension funds;
10. Deposits of central/local/regional public authorities;
11. Debt securities issued by the credit institution and obligations arising from own acceptances and promissory notes;

### **FORM CONTAINING INFORMATION FOR THE DEPOSITORS**

Pursuant to Law No. 311/2015 on deposit guarantee schemes and the Bank Deposit  
Guarantee Fund

<b>Basic information regarding deposit protection</b>	
The deposits opened with Banca Transilvania SA are secured by:	<b>the Deposit Guarantee Fund</b> <b>FGDB is the statutory deposit guarantee scheme, officially recognized in Romania.</b>
Coverage limit:	RON equivalent of <b>EUR 100,000</b> per depositor per credit institution. <sup>2</sup> Coverage of > EUR 100,000, for 12 months, for deposits resulting from:

	<p>a) real-estate transactions related to residential real estates; b) retirement, redundancy, invalidity or death of the depositor; c) collection of certain insurance benefits or compensations for damage resulting from crime or wrongful convictions;</p> <p>In these cases, the guarantee limit is established and regularly reviewed by the NBR and published on its official website.</p> <p><b>The classification of amounts in the three categories mentioned above is based on justifying documents submitted by the client to the Bank.</b></p> <p>The minimum value starting from which compensations are paid with respect to deposits that recorded no transaction within the last 24 months is established by the Deposit Guarantee Fund and shall be published on <b>www.fgdb.ro</b>.</p>
If you have multiple deposits with the same credit institution:	<p>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></p> <p>If a depositor holds a savings account in amount of EUR 90,000 and a current account in amount of EUR 20,000, the compensation to be received is the equivalent in RON of <b>EUR 100,000</b>.</p>
If you hold a joint account with another person (other persons):	<p>The coverage ceiling of EUR 100,000 in RON equivalent shall be applied separately, for each depositor.<sup>3</sup></p> <p>The deposits on an account the beneficiaries of which are two or several persons as members of a profit making association, an association or cluster of the same kind, without legal personality, are aggregated and treated as if held by a single depositor being eligible for the limit of EUR 100,000.</p>
The distribution period for the compensations due for the deposits held with the credit institution that became unavailable:	<p><b>7 working days as of the date when the deposits became unavailable.</b></p> <p><b>The depositors’ right to receive the compensations is limited to 5 years as of the date at which FGDB makes the compensations available to the depositors.</b></p>
Currency in which the compensation is paid:	<b>RON</b>
Bank’s contact person:	<b>Banca Transilvania SA</b>

<p>FGDB's contact details</p>	<p><b>Phone: 0040 264 407 150</b> <b>Fax: 0040 264 301 128</b> E-mail: <a href="mailto:contact@bancatransilvania.ro">contact@bancatransilvania.ro</a> <b>www.bancatransilvania.ro</b></p> <p><b>Address:</b> Str. Negru Vodă, Nr. 3, building A3, floor 2, sector 3, Bucharest, zip code: 030774 <b>Phone:</b> 021 326 6020/<b>Fax:</b> 0314 232 800/<b>E-mail:</b> <a href="mailto:communication.ro">communication.ro</a>/ Site: <a href="http://www.fdgb.ro">www.fdgb.ro</a></p>
<p>Additional information:</p>	<p><b>The compensations are paid by FGDB, via the mandated banks, if the Bank is not capable of fulfilling its payment obligations pursuant to the applicable legal agreements.</b></p> <p><b>Compensation = sum of guaranteed deposits + due interest - installments, fess, other debts towards the Bank, due at the date when the deposits become unavailable.</b></p> <p><b>The following are excluded from the deposit guarantee scheme:</b></p> <p>a) deposits resulting from transactions in connection with which irrevocable money laundering convictions have been issued, in accordance with the law on prevention and combating of money laundry;</p> <p>b) deposits with respect to which the holder's identity has not been checked until they become unavailable, in accordance with the law on the prevention and control of money laundering;</p> <p>The Client shall inform the Bank if the Client is convicted by means of a final court decision for money laundering, in accordance with the law on the prevention and control of money laundering.</p>

## 8.9 NOTIFICATIONS

**8.9.1.** The Bank displays at its offices and posts on its website or via other electronic means the following information: The GTC, the List of Fees and Commissions, interest rates and banking charges, the minimum available cash limit on the account below which the bank may decide on business termination, or any relevant transaction-related information.

**8.9.2.** The Client accepts that the account statement or the displays in the Bank's units represent sufficient notification of the amendments in the Bank's General Terms and Conditions. The account statement or the document posted within the bank's units will mention the date when the amendments become effective. Following such amendments, the Client must come to the Bank's offices to request the GTC in the new format or to notify the Bank in writing within the terms and in the manner indicated in the account statement and/or displayed at the bank's offices, with respect to the proposals for the amendment of 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 accepted and they will become applicable as of the date specified in the notification.

**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 person 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 shall not be held responsible in any way, for any damages suffered by the Client or by third parties as a result of the delayed / lack of communication of the modifications.

**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 8.9.8.1209 of the Civil Code.

**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 the agreements related to products and/or banking services and/or as provided in the 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 agreements concluded with the Client do not stipulate provisions contrary to these GTC, the Bank shall charge them either based on its List of fees and commissions, in effect on the actual payment date, or in accordance with the provisions in the contracts/agreements/conventions concluded, 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. If such notifications are not sent, the bank is entitled to update the aforementioned data from other sources, public or private.

**8.9.8.** Notifications shall be sent to the Clients via simple registered letter and shall be considered received by them within 5 (five) working days as of the date on the postal stamp, placed by the sending Post Office on the distribution list. Notifications sent to the Clients via SMS shall 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). Likewise, in order to settle any misunderstandings or litigations with the bank, the Client may resort to amiable extra-legal proceedings such as Centrul de Soluționare Alternativă a Litigiilor în Domeniul Bancar (CSALB) - autonomous legal entity incorporated based on the Gov.Ordinance nr.38/2015 regarding alternative solving of litigations between consumers and retailers and according to Law No. 192/2006 on mediation and the mediator profession, by signing a mediation agreement through an authorized agent or in accordance with Government Ordinance No. 38/2015 on alternative dispute resolution. The information regarding alternative solving of misunderstandings and litigations may be consulted at [www.csalb.ro](http://www.csalb.ro) and the mediation procedure and the list of authorized agents is available on the website: [www.cmediere.ro](http://www.cmediere.ro).

**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.** The 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 in 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.** By signing the related form, 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:

$$D = \frac{\text{Nominal Value} \times \text{Number of days from the period} \times \text{Interest Rate}}{360 \times 100}$$

5. In case of deposits with floating interest rates, the interest rate can be modified by the Bank, during the deposit tenor, based on certain parameters (Bank's costs, the evolution of the interest rates on the financial-banking market, etc.). The Client accepts that a notification regarding these modifications, displayed in any of the Bank's units or a letter sent to the Client in this respect, shall represent a sufficient notice of such change. If there is a separate agreement in the form of a contract/agreement etc. between the Client and the Bank, the terms and conditions therein shall be observed.
6. For the liquidities available in the Client's current account, the Bank pays a monthly interest in accordance with its own policy. The interest is 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 recording or calculation errors, omissions or duplicate entries, unauthorized or incorrect payment operations likely to give rise to complaints.

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

## 1. DEFINITIONS

**Customer financially vulnerable individual:** the financially vulnerable individual according to Law 258/2017, resident or non-resident of the country, holder of a basic payment account in RON, opened with the Bank. The financially vulnerable individual is a person who has a gross monthly income of less than RON 2,500/month or, in accordance with Law 258/201, the individual whose monthly income does not exceed the equivalent of 60% of the gross average earnings per economy, predicted in the latest Macroeconomic Forecast- autumn issue, or whose earnings do not exceed this threshold for 6 consecutive months.

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

**The evidence of the financial vulnerability:** the document requested by the Bank, and showing the gross monthly income of the individual requesting the classification as a financially vulnerable individual or, as the case may be, the non-existence of it. The list of documents, depending on the customer's status (Supporting Documents), can be consulted at any time in any Bank Unit. In this document, the evidence of financial vulnerability will be called "evidence".

**Financially vulnerable under-aged individual:** is an individual aged under 18 years, whose parents / guardian, are / is financially vulnerable, on the basis of the evidence submitted to the bank when receiving the notification regarding the payments account opening on behalf of the under-aged individual. The under-aged individuals, whose parents / guardian do not fulfill the condition of financial vulnerability, will not have basic payment accounts for financially vulnerable individuals.

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

**Internet / mobile banking services:** are the Internet Banking BT24 and Mobile Banking BT24 services (Standard, Invoices and Student) requested by the Customer and made available to the individual, on the basis of specific requests / agreements signed with the Bank. They allow transfers, payments, consultation and access to information – where appropriate. In the content of this section, these will be called "IB services" or "IB".

## 2. GENERAL PROVISIONS

**2.1. These Conditions of Access and Use of the Payments Account in RON with basic services, for financially vulnerable individuals** (hereinafter referred to as "CAU"), regulate the relationship between the Bank and its customers, Romanian and foreign individuals (hereinafter referred to as "Customer"). It is applied to basic payment accounts, opened for the abovementioned individuals, when a financial vulnerability exists, and is complemented by the provisions of the BT General Business Terms applicable to INDIVIDUALS, the forms and conventions specific for each type of product or service (where applicable), normative acts in



force, including legislation specific to the field of consumer protection as well as the regulations of the National Bank of Romania.

**2.2.** CAU regulates the Bank-Customer relationship, holding a basic payment service account for financially vulnerable individuals, that comes into force on the date of acceptance of this document by the Customer, and remains in effect until the closing of the basic services payment account for financially vulnerable individuals, or until the financial vulnerability disappears, which leads to the suspension of the services / benefits granted on its basis, namely the replacement (if necessary) of similar services provided by the Bank under standard conditions. The modification or ending of one of the Bank's products or services used by the customer under the basic services for the financially vulnerable individuals, does not affect the validity of other products/services or of these CAUs.

**2.3.** CAUs contain standard clauses that are generally and repeatedly used without the need for individual negotiation or renegotiation with the customers. In case of inconsistencies between the clauses negotiated in any agreement or document signed between the Client and the Bank and the standard clauses in these CAU, the clauses negotiated in the specific agreements or documents shall prevail.

**2.4.** CAU and the standardized forms are provided to the Client at the Bank's offices or via secured electronic channels or on the official website of the Bank.

**2.5.** The information regarding the services offered to the financially vulnerable customers is available at the Bank's units and is made available for the customers by any means of information that complies with the legal provisions.

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

**2.7.** The Bank reserves the right to modify these CAU, fully or partially, whenever it considers it necessary and such modification shall cause effects between the Bank and the Client 2 months after the date when such notification is considered to have been received by the Client, unless the Client has notified the Bank in writing about its refusal to accept such changes in the aforementioned timeline. Changes are communicated to the Client as described in "Notices" or using other communication means specific to each banking service/ product under the specific Contract.

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

**3.1.** In order to open a basic services payment account for financially vulnerable individuals, the customer (when there is the case: the under aged customer's parents / guardian) is obliged to fill in the account opening documents and to submit to the Bank all the required documents, according to the legislation and the internal regulations in force : the account opening form, the statement of financial vulnerability, the document that establish the existence of the financial vulnerability.

**3.2.** The Bank may not open a basic services account for financially vulnerable customers if:

- The customer already has an open bank account with the Bank or another institution;
- The customer does not declare or refuses and / or does not provide evidence of his/her financial vulnerability;
- The condition of financial vulnerability is not confirmed by the evidence provided;
- The client provides false, inadequate, inaccurate, or incomplete information, generates suspicion about the truthfulness of the information stated or documents provided, may present risks for the Bank, refuses to provide information in total or part in the form requested by the Bank, in accordance with its internal regulations, etc.

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

- A financially vulnerable customer at the request date (has a gross monthly income of less than RON 2,500/month) will benefit from the basic services account for financially vulnerable individual, even if in the previous period (6 months prior to the request) , this condition has not been verified.
- A financially vulnerable customer at the request date (has a gross monthly income of less than RON 2,500/month) will not benefit from the basic services account for financially vulnerable individual, even if in the previous period (6 months prior to the request), this condition has not been verified.

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

- In case of individuals with permanent, recurring incomes, these incomes statement will be taken into account.
- In case of individuals with occasional or non-permanent incomes, the average income of the 6 (six) months preceding the application will be taken into account.
- In case of individuals who have both permanent and occasional incomes, the applicant's situation will be analyzed at the time of filing in the application.

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

**3.6.** The bank may refuse to open the account. In case of refusal, after taking the decision, the Bank:

- Informs the customer of the refusal and the specific reason, in written form and free of charge, unless such information is contrary to the national security and public order objectives;

- Informs the customer about the complaints procedure, as well as their right to contact the competent authority and / or the authorized body, including relevant contact details.

**3.7.** A financially vulnerable customer may have one payment account with the facilities associated to his/her condition.

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

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

**3.10.** Periodically, the Bank verifies the maintenance of the financial vulnerability condition. In this regard, at 6 (six) months since the date of opening the account / granting the facilities for the financially vulnerable customers, the Bank will notify its customers about the verification of their financial vulnerability, indicating the actions to be followed by the customer, respectively the measures taken by the Bank.

- Within 2 (two) months from the date of the written notification, the Customer must provide a new evidence of his/her financial vulnerability.
- When evidence is presented during the two months following the notification, the facilities regarding the basic services for the financially vulnerable customers are prolonged for another 6 (six) months from the date of submitting the new evidence. At the end of this period, the reconfirmation procedure will be repeated every 6 (six) months in order to extend the granted facility.
- If the abovementioned evidence is not submitted during the two months following the written notification, starting with the third month, the Bank will suspend the facility conditions granted to the financially vulnerable individuals. Thus, if the Customer will use the basic services after the two months, the Bank will apply the standard fees charged regularly for these services and provided in the **Taxes and Fees Brochure**. The client has the possibility to request the closure of the payment account without any associated costs, by respecting the **BT General Business Terms** applicable to **Individuals**.
- If the Client submits, during two months, documents that do not reconfirm his/her financial vulnerability, the Bank will suspend the facilities granted for the financially vulnerable individuals. Thus, as in the case when the customer will continue to use the standard services, the Bank will apply the standard fees charged regularly for these services and provided in the **Taxes and Fees Brochure**. The customer has the possibility to request the closure of the payment account without any associated costs, by respecting the **BT General Business Terms applicable to Individuals**.

#### 4. COSTS

**4.1.** Fees and taxes charged for the basic services payment account for financially vulnerable customers are provided in the Fees Information Document, available at any Bank Unit and on its website. This represents an appendix to these CAUs.

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

- The Bank's counter;
- IB Services;
- Cards attached to the payment account;
- ATMs and multifunctional machines of the Bank.

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

**4.4.** The customer benefits of the first 10 payment transactions free of charge, as they are provided in the Fees Information Document. The Bank allows performing the transactions above this limit too, with the condition that for the basic services exceeding the limit of 10 (ten) free monthly operations, the Bank will apply the standard fees provided in the Fees and Taxes Brochure.

**4.5.** For the purpose of mutual protection of the parties, the transactions of debiting the account over the financial vulnerability limit (RON 2,500/ month) realized through the basic services payments account for financially vulnerable customers shall be notified to the Bank at least 1 working day before the execution.

- The financially vulnerable customer can carry out financial operations, without notice, of maximum RON 2,500 lei / payment account / month.
- The financially vulnerable customer can carry out operations above the financial vulnerability limit (RON 2,500/ payment account / month) by notifying the Bank and presenting the supporting documents requested by the Bank in order to clarify the exact use of the funds. In case of failure of submitting the required documents / providing sufficient justifications, the Bank may refuse to carry out the operations, depending on each case, respectively to verify again the financial vulnerability condition or the request for the updated evidence.

## **5. NOTIFICATIONS**

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

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

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

**6.1.** These CAU 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.

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

#### **1. DEFINITIONS**

**The BT Pay Application** - BT Pay is a secured computer application, in the form of a digital wallet, accessible via a mobile phone linked to an Internet connection, where users, Banca Transilvania cardholders, can do the following operations, without being limited to:

- Add cards issued on their behalf by Banca Transilvania, with which contactless payments (NFC) can be performed;
- Money transfers to other BT PAY users and between their own cards;
- View and access offers related to the cards added to BT PAY, as well as offers from Banca Transilvania;
- View details of added cards and transactions, including the balance,
- View monthly payment amounts and the STAR points balance;

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

The application can be used on iOS and Android operating systems, and needs to be installed from the dedicated stores (Google Play Store - for Android, iOS App Store- for iOS).

The information regarding the use and operation of the BT Pay application is contained in the Application Usage Terms and Conditions, available in the BT Pay application.

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

**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 Lipscani nr. 25, sector 3, cod 30031, 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.  
Strada Lipscani nr. 72, sector 1, București, cod 030031

**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 in the account opened in the name of the cardholder/current account in Euro (in case of MasterCard Direct cards attached to it) in order to perform operations in accordance with this General Terms and Conditions 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. The debit card may have an alternative payment instrument associated to it (payment bracelet or watch), issued under the VISA ELECTRON/ MASTERCARD logo. Within the meaning of these General Terms and Conditions for the Use of Debit and Credit Cards for Individuals, the electronic payment instrument / alternative payment instruments shall be referred to as “cards”.

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

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

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

**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 card enrolment in BT Pay and 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 / MasterCard for debit cards issued by Banca Transilvania to individuals), acquires cards for the payment of goods or services and / or is able to provide cash upon the use of the card.

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

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

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

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

**PIN Code BT Pay** - payments and transfers made via the BT Pay application will be confirmed, as the case may be, by the phone security method, chosen by the user (password, phone pin code, fingerprint, or other security method offered by the phone)

**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. Upon the performance of a transaction on the webpage of a retailer that has implemented the 3D Secure system, the Card holder/user must enter a password received via SMS, at the phone number notified to the Bank.

**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).



**Payment Token** - Alternative card number associated with each card registered in the BT Pay Application for contactless payments (NFC), valid for Android-operating system phones. The payment token can be used only by the BT Pay application on which it has been registered.

**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;
- Money transfers via the BT Pay application, which allows individuals to initiate money transfers, money requests to / from their phone contacts (who are as well BT Pay users) and transfers between their own cards added to the application. Transfers will be made in the same currency in which the card is denominated (RON, EUR), thus meaning that transfers involving currency conversions cannot be made.

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

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

## **2. GENERAL PROVISIONS**

### **Debit cards for 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 or anytime during card validity. 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 shall pay the EURO<26 Romania membership fees for the Clients, holders of the VISA ELECTRON EURO <26 card, throughout the validity period of the card.

### **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, MasterCard World Elite;
- under the VISA logo: Star Gold, Star , Visa Infinite, 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: Credit cards with contactless technology: Star Forte, Star Gold, Star Platinum, Visa Infinite BT Flying Blue Classic, BT Flying Blue Premium, MasterCard Forte for Physicians, credit cards in the Bank’s portfolio.

**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 and anytime during card validity period.*

**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 for the card use set by the Bank:**

**3.1.1.** The card is nominal and must be signed by the cardholder/user when it is received, **it is not transferable and can be used only by the person for whom it was issued.** The card

is the property of the Bank and must be returned to the Bank upon request. The cardholder owing the account is obliged to inform all users of additional cards attached to his/her account, at the time of the card issue, about the **Conditions for the use of debit & credit cards by individuals**. In these **General terms and conditions for the use of debit & credit cards for 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 / MasterCard logo;
- - cash withdrawal in lei at POS terminals installed at bank counters displaying the VISA ELECTRON / VISA/ MasterCard logo;
- the purchase of goods and services in lei from retailers, authorized Romanian legal entities, displaying the VISA ELECTRON / VISA/ MasterCard logo, respectively the "Contactless" signs for this kind of operations;
- - the payment of invoices at the ATM's of Banca Transilvania for the beneficiaries written on the machine screen.

Money transfers via the BT Pay application. Transfers can be made between two cards of the user, registered in the application or from the user's card, to another BT Pay user's card.

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

**3.1.5.** The debit and credit cards for 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.

3.1.6. Debit and credit cards can be used for payments and transfers initiated via the BT Pay application.

For the purpose of card transactions, the BT Pay application requires the cumulative fulfillment of the following conditions:

- 1) Registering the customer as a user of the BT Pay application.
- 2) Registering the cards in the application, if the customer wants to use them for merchant payment and transfer.

In order to register each card in the application, card identification data can be requested from the BT Pay User, such as, but not limited to, the CVV of the card, the name / surname of the cardholder, the expiration date of the card. In order to complete the card registration, the user will receive a code via a text message, on the telephone number provided by him/her at the moment of opening the business relationship with Banca Transilvania or when updating data in the bank's system. Once enrolled, the card can be used across the whole range of operations available in the BT Pay application, such as: contactless payments (for Android phones only), making card transfers, viewing transactions history with card / card balance / monthly payment amounts (in case of credit cards) / applying for special shopping offers and offers of services and products of Banca Transilvania, etc.

**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 having checked the data written on them, **especially the withdrawn amount.** The Card holder's/ user's signature on the receipt and /or the insertion of the PIN code into an electronic payment terminal, using the security method of the for confirming payments and transfers via the BT Pay application, providing the CVV / CVC2 code, the input of the password for secured e-commerce sent via SMS (if the client has previously enrolled their card in the 3D Secure System) or any other card identification details (card number, expiry date, name printed on the card), the use of the contactless card/phone on which the BT Pay Application is installed, close to the special card reader (with or without PIN input) represents and is considered as the consent for the execution of a card operation, respectively the irrevocable consent to the said transaction, whereby the Card holder takes full responsibility for the actions above. 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, the unique card registration password in the BT Pay application etc) by unauthorized persons to use the card. In all cases in which the card is lost, stolen/the phone on which the BT Application or usage of the card on unauthorized transactions, the cardholder/card user shall proceed as follows:

**3.3.1.** Immediately communicate the incident by phone to the Cards Call Center of Banca Transilvania, phone number 800 80 2273 (800 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 for emergencies. The permanent or temporary blocking of the card can be realized also via the BT24 Internet Banking service, available 24/7, in case the customer has this service or by coming immediately to any bank unit and requesting the blocking of the card.

The card blocking becomes effective after the bank has operated the corresponding blocking measures, and the cardholder/ card user received the confirmation of the blocking according to his/her request.

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

**3.3.3.** If, after complaining about any loss or theft, the cardholder / card user recovers the respective card, he/she must return the card to any BT unit without delay. The Bank's representatives will conclude a delivery-receipt protocol for the card, with an original copy handed over to the card holder / card user.

**3.3.4.** In case of unauthorized transactions with the card following its theft/losing / phone on which the BT Pay Application is installed or the fraudulent use of the card's data, beside the obligations of notifying the bank, the card holder is obliged to announce the criminal file authorities immediately and to provide to the bank, at the bank's request, the evidence of registering the complaint.

**3.3.5.** In case the obligations presented under the articles 3.3.1 and 3.3.4 are not respected, it is considered that the cardholder acted in bad will / gross negligence and shall fully support the financial losses according to the provisions in force.

**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, taking into account the closing daily moment from the Bank's system.

**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 blocked after the approval of the transaction cannot be held from settlement under any circumstances, because it represents the guarantee to the acquiring bank that it will collect the money released by its ATM or for services / goods sold by the merchant at the transaction date. The settlement of an amount is initiated by the merchant/acquiring bank accepting the transaction, which requests the collection of the amount by sending the file with the performed transaction to Visa/Mastercard that automatically reconciles the amounts between the banks participating in the transaction (the card issuer and the card acquirer). The reconciled amount is automatically debited from the card account used for the payment, once the Bank receives the transaction files from Visa/Mastercard.

**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. When such payment operations are recorded, the equivalent of the transaction is directly sent for settlement by the acquiring bank (the one owing the terminal where the payment was made), and the issuer debits the card account with the related amount. Off-line contactless payment operations are evidenced as "Pending transactions", and can lead to unauthorized debits on the card account if there are not sufficient available funds on the card account at the settlement date. In this situation, the transaction shall be debited from the account, using any amount available at the settlement date, and the difference between the transaction amount and the amount covered from the available funds shall be registered as unauthorized debit on the card account.

**3.7. 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.

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

**3.12.** For security reasons, in order to prevent the fraudulent use of the card, the Bank may monitor the card operations performed by the Card holder/user and may restrict them based on certain criteria (certain countries, currencies, merchants, fields of activity, behaviors, etc.). The Card holder/user has the possibility to request information in the Bank's units or at the Bank's Call Center on the existence of any restrictions that could prevent the use of the card or, under certain circumstances, may request the cancelation of such restrictions for a certain period of time, however under his/her sole responsibility.

#### **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 out with 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. Payment refusals after the 60-day period can be considered by the Bank for analysis, only in cases of justified delay, and only if they fall within the legal term of 13 months as of the date at which the transaction is registered on 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 the card holder and/or card user who requested the issuing of the card.

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

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

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

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

**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, through the methods stated at art.3.3.1. lost or stolen by the card holder/user, or following the registration of unauthorized transactions with the card.

**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 within two months with regard to the acceptance or rejection of the new conditions. If the cardholder does not send its option to the Bank in written form, within two months, 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 2 months before the enforcement of such modifications. If the client does not accept the proposed modifications, he/she must inform the Bank in this respect, until the working day prior to their enforcement, along with possible debits resulting from the use of the card, its fees and taxes, within 15(fifteen) days as of the notification of rejection of the Bank's conditions.

**4.2.6.** Upon the Cardholders' request, to replace subject to costs the cards declared stolen, demagnetized, 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 Card Operations Division and the Card Transactions Monitoring and Disputes Department. The solving deadlines are the following:

→ *for transactions performed at the Bank's terminals, as follows:*

- The Bank shall provide the Card holder/user with the answer regarding the resolution of the payment refusal no later than 30 (thirty) working days as of the registration of the payment refusal, for transactions performed at the Bank's ATMs, POSs at the Bank's counters and at retailers, as well as the virtual terminals (e-commerce) owed by the Bank.
- If the payment refusal is unjustified/unfounded, it shall receive an unfavorable resolution and the related fee shall be charged in accordance with the applicable List of fees and commissions.

→ *for transactions performed at the terminals of other acquiring banks, as follows:*

- The Bank shall provide the Card holder/user with the answer regarding the resolution of the payment refusal no later than 120 (thirty) working days as of the registration of the payment refusal. If the answer does not account for a final solution, the resolution period is extended by maximum 100 working days, pursuant to the applicable national and international regulations regulating card transaction disputes, while informing the client on the new status of the refusal and on the maximum resolution term. If the funds cannot be recovered, the Bank, subject to a written request, shall provide the client with all the available information, relevant to the payer, so as to help the latter with the opening of the legal proceedings for the recovery of the funds.
- The Bank shall resolve payment refusals in accordance with the Visa/Mastercard international regulations on card transaction disputes and the applicable legal provisions. For this purpose, the Bank may request different information and documents from the cardholder and may request the Card holder to carry out certain actions meant to help with the resolution of the payment refusal.
- If the payment refusal is unjustified /unfounded, it shall receive an unfavorable resolution and the related fee shall be charged in accordance with the applicable List of fees and commissions.
- In case of unauthorized transactions, for which the card holder/user has not expressed his/her consent (as defined under Article 3.2.1) and if he/she fulfilled the obligations state under Article 3.3.1 and 3.3.4, the Bank must immediately reimburse the amount of the unauthorized transaction for which the Card holder/user has initiated the payment refusal under the terms and conditions laid down in Article 5.2.17.



**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 PIN codes, of the phone's security method, when using the BT Pay application, the use of an expired card, card demagnetization or damage, the use of cards for transactions exceeding the daily limits set by the Bank, the refuse of a retailer to accept the card).

**4.2.9.** 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 because of the card holder's / user's fault.

- The Bank is held liable only in case of gross negligence or willful violation of its obligations for the amount of the transactions initiated after the Bank is notified by the Card holder/user on the loss, theft, destruction, lock, damage or malfunction of the electronic payment instrument or the copying of the instrument or the PIN/password disclosure to an unauthorized person

for the amount of the transactions not authorized by the user, performed with a counterfeit card or by the fraudulent use of the card number without the use of the security code (password) (under the conditions laid down in Article 4.2.7), as well as for any error or irregularity on the part of the issuer in the management of the card holder's account.

**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.

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

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

**4.2.13.** The Bank shall not be held liable for unsecured Internet transactions for which the merchants choose not to request the security code or to accept the transaction even if the Card holder/user gives up the transaction before the input of the requested security code.

## **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.** 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 refusal by retailers or bank units.

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

- **the transactions value** of purchase or cash withdrawal, payment of utilities , card transfers via the BT Pay Application - the enumeration not being complete 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 the 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.** Take all precautions to ensure the security of the card, in order to protect it against loss or damage, physical theft of the card or of its data, or the theft of the phone (if the cardholder uses the BT Pay application in which he/she enrolled the his/her cards).

Take all the measures to ensure the security of the phone whose associated number is declared in the bank's system (both when opening a business relationship with the Bank and when submitting the phone number for the 3D Secure Online Transactions), as the phone number represents both a key identification of the user's registration in the BT Pay application as well as a secure communication method of the Bank with the user for providing a password via a text message, in order to validate different types of operations, for example and not limiting to :registering the cards in the BT Pay Application, validation of the request for the BT Pay payment sticker via the BT Pay Application, 3D Secure password for online transactions, card activation code.

**5.2.10.** To not give the card or its activation code / PIN code / password 3D Secure / the unique card enrollment password in the BT Pay application / security method of the device on which the BT Pay Application is installed, or to not disclose it to other persons; to not keep the activation code / PIN code in the same place as the card. x The bank will never ask for the card identification data (account, pin code or password). The client shall not follow any of the abovementioned initiatives and this shall be considered as an fraud attempt and must be reported immediately to the bank

**5.2.11.** Make all the efforts in order to ensure the security of the device from which the Internet transactions /payment transactions are initiated via BT Pay, conditions that include, where applicable, and not limited to:-using antivirus, anti-spyware, anti-malware with updated signatures and that scans the computer on a regular basis;-installing and activating a firewall;updating the system from a security point of view, updating the phone operating system according to the manufacturer's recommendations, using only the official version of the operating system provided by the manufacturer, not damaging the security features of the operating systems recommended by the phone manufacturer, installing the BT applications as well as other applications used on the device in question (will be made only from Google Play Store and App Store). The client commits to cooperate with the bank in case of information attacks, in order to discover the source of the attack.

**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 bank, 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 also from abroad, through internet banking or by coming to any of the bank's units, about the following events:

- The card is lost, stolen, damaged or blocked;
- The loss, theft of the mobile phone on which the BT Pay application is installed
- Transactions unauthorized by the cardholder are registered on the current/card account;
- Errors occurred 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 code 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 EUR 150 (onehundredandfifty), at the NBR exchange rate applicable on the day of the operations considered to be fraudulent.

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 of his/her 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/mobile phone on which the BT Pay application is installed and the circumstances in which the card was lost, stolen or used in an unauthorized manner.

**5.2.17.** To initiate a payment refusal, in person at any bank unit in order to fill in the specific form, or by phone at the Call Center for an incorrectly processed or unauthorized transaction, within the maximum challenging period of 60 (sixty) days as of the date when he/she became aware of the transaction, however no later than 13 months as of account debiting date. Payment refusals after the 60-day period can be considered by the Bank for analysis, only in cases of justified delay, and only if they fall within the legal term of 13 months as of the date at which the transaction is registered on the account. It shall be considered that the Card holder has acknowledged the transaction if he/she receives an account statement, views the account operations via the internet banking application, receives a text message alert, provided the client has subscribed to such service.

**5.2.18.** The Card holder / user must provide the Bank with the requested information, documents and must perform all the actions necessary for the resolution of the payment refusal. If the client fails to meet these obligations completely and by the requested deadline, the Bank may be unable to solve the payment refusal.

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

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

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

**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.

The Bank shall notify the Card holder/user (by any available means: phone, fax, e-mail, letter) after the implementation of specific measures.

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

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

**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 violates the provisions in the **General terms and conditions for the use of debit cards by individuals**.

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

**6.7. The closing 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 debit/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.

In justified cases, the bank reserves the right to issue cards with a validity period shorter than the one mentioned above or to not reissue automatically another card when the current one expires.

### **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 cancellation thereof, at least 30 (thirty) calendar days before its expiry.

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

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

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

**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 from the General Terms and Conditions.

**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 (seven) days from the date of the modification thereof. The cardholder shall notify the bank about any modification in the personal data of the card user with the latter's consent and authorization, as confirmed in writing in a letter to the bank.

**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 Bank has the right – if the cardholder has failed to fulfil his/her obligations to the bank in time or the card 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.4. TERMS AND CONDITIONS FOR THE SMS ALERT SERVICE**

### **1. SMS ALERT**

SMS Alert is a service offered by the Bank with the help of which the clients holding a credit/debit card shall be informed in real time about the transactions performed with the card subscribed to this service, and about 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 (text message) is sent for transactions performed offline.

### **2. FEES AND COMMISSIONS FOR THE 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 fee is due starting with the month of the agreement, irrespective of the number of days in which the service is active in that month. The subscription is charged also in the month in which the contract ceases, irrespective of the number of days in which the service was active in that month.

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

**3.1.** The Beneficiary of this service mandates Banca Transilvania to send text messages'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 responsibility 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 product validity period, the beneficiary shall be notified in this regard 2 months 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 2 months term shall not apply to the amendments imposed by the application of **Terms and Conditions regarding the SMS Alert Service**, applied because of legal provisions, such amendments becoming effective according to the entry in force of the respective provisions.

#### **5. VALIDITY OF BT PAY STICKER SERVICE**

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

#### **6. TERMINATION OF THE TEXT MESSAGE (SMS ALERT) SERVICE**

**6.1.** The SMS ALERT service shall terminate at the date when the card and / or the attached card account is closed, as well as in the case of ending the business relationship with the Client for reasons authorized by law, or at any time, agreed by the parties.

**6.2.** The Beneficiary may unilaterally unsubscribe from the SMS Alert service at any time, after its activation, without any penalty/other fee, under the provision that the fee for the service for the current month has been paid. For this, the Client must go to the Bank and fill in the corresponding standard form (provided by the Bank free of charge) for the termination of the service. The SMS Alert Service is stopped from the moment the renouncement form is signed.

**6.3.** The Bank may unilaterally denounce the subscription, provided that the Beneficiary is notified in written form, 2 months prior to the service termination date.

**6.4.** The Bank may request the termination of the SMS Alert service if the Customer fails to fulfill a defined obligation, for example, but not limited to: the Customer fails to pay the subscription for this service for a period greater than 60 (sixty) of calendar days from the due date.

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

**6.6.** The agreement termination request (notification) for reasons mentioned in art. 6.4 and 6.5 will be communicated to the other party, at least 30 (thirty) days prior to the indicated termination date and shall produce effects when this deadline expires, without the intervention of any judge court and without any other formality.

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

**6.8.** In all abovementioned cases, the Bank has the right to demand payment for the part of the agreement that has been fulfilled until the date of its unilateral denouncement / termination.

## **7. COMMUNICATION**

All notifications and correspondence between the parties must be provided using the means stipulated in the General Terms and Conditions.

## **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.

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

### **1. BT24 INVOICES SERVICE**

The BT24 Invoices service allows payments to the utilities providers agreed by the bank and the possibility to view the available balance for 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 will 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, anytime 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 INVOICES SERVICE**

**5.1.** The BT24 INVOICES SERVICE ceases de jure from the client's business relationship closing date for reasons authorized by law or at any time, with the parties' approval.

**5.2.** 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. For this, the Client must go to the Bank and fill in the corresponding standard form (provided by the Bank free of charge) for the termination of the service. The BT24 INVOICES SERVICE is stopped from the moment the renouncement form is signed.

**5.3.** The Bank may unilaterally denounce the BT24 INVOICES SERVICE, provided that the Beneficiary is notified in written form, 2 months prior to the service termination date.

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

**5.5** The Beneficiary may request the termination of the BT24 INVOICES agreement in case the bank does not start to provide the services (in the absence of justifiable reasons) or does not resume the deliver the suspended service, by the deadline established for the resumption of the services.

**5.6.** The agreement termination request (notification) for reasons mentioned in art. 5.4 and 5.5 will be communicated to the other party, at least 30 (thirty) days prior to the indicated termination date and shall produce effects when this deadline expires, without the intervention of any judge court and without any other formality.

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

## **6. COMMUNICATION**

All notifications and correspondence between the parties must be provided using the means stipulated in the General Terms and Conditions.

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

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

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

## **8. CONFIDENTIALITY**

The Bank shall take all the necessary measures to protect the confidentiality of the access to 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.