

Terms and Conditions of Use of the Alias Pay BT Payment Service

Issue valid as of: **May 31, 2021**

[Previous version: March 18, 2021](#)

1. Alias Pay - Service Acceptance

The terms and conditions of use of the Alias Pay payment service activated via Banca Transilvania (hereinafter referred to as the “**Alias Pay BT Terms of Use**”) represent an agreement, lawfully concluded between Banca Transilvania S.A., a credit institution incorporated in Romania, having its registered office in Cluj-Napoca, str. Calea Dorobantilor nr. 30-36, judetul Cluj, mailing address in Cluj-Napoca, str. Dorobantilor nr. 30-36, registered with the Trade Register under no. J12/4155/1993, tax identification number RO 5022670 (hereinafter referred to as “**BT**” or the “**Bank**”) and you (the “**User**”).

We recommend that you read the full version of these Alias Pay Terms of Use before deciding whether you accept them and continue the activation process for this payment service. If you disagree with any of the provisions herein or if you do not wish to express your consent for the processing of personal data in accordance with the provisions of the [Privacy notice regarding the processing of personal data within the Alias Pay BT service](#), please do not activate and do not use this service.

If, at any time after the activation of the Alias Pay service, you decide that you no longer agree to these Terms or wish to withdraw your consent to the processing of your personal data, please deactivate the service by erasing your alias.

The Alias Pay service is provided independently of any other BT service. You can use other BT services without being obliged to activate and/or use the Alias Pay service.

2. What is the Alias Pay BT payment service and who is the provider?

Alias Pay is a payment service provided by **Banca Transilvania** in cooperation with **Transfond** and other banks in Romania that have adhered to the “SPL” (Standardised Proxy Lookup) scheme (hereinafter referred to as “**participating banks**”). This service enables individual users to receive amounts in RON on their BT account for which they have activated this service, from any other client of a participating bank, based on the user’s phone number.

The updated list of the participating banks is available [here](#).

Transfond is the institution that keeps the data of the participating banks’ clients, who have activated the service, centralized in a database, as this is required for the operation of the payment service.

The activation of Alias Pay does not guarantee that you will receive amounts via this service, but only the possibility that you receive them. Even if you have activated the Alias Pay service, the payer, client of a participating bank, can decide to transfer amounts to your BT account through other methods, such as the input of the IBAN of the account where the amounts are to be transferred.

3. How to activate the Alias Pay BT service?

In the Alias Pay BT service, the phone number of a user is used as proxy/alias to an account number (IBAN). A phone number can be associated to just one account in the Transfond database for the Alias Pay service. In order to activate the Alias Pay BT service, you must be a retail client of BT, holder of an account with the Bank.

You can activate this service from BT’s dedicated applications, in which your identity is previously checked via the authentication methods used in that application. Depending on the BT application from which you choose to activate the service, you might need to meet additional conditions to be communicated to you via the terms and conditions of that application.

You can activate the Alias Pay service for a phone number that is already enrolled in this service (by a client of BT or of another participating bank) only if you can demonstrate that it is you who uses the respective phone number. If you can provide this proof, such phone number shall be attached to your data, and the data of the client who has previously declared them shall be overwritten.

The phone number of the Alias Pay users is essential for the proper operation of the service. For this reason, upon the activation of the service, we shall check whether you use the phone number that you want to attach to the BT account in Alias Pay. Additionally, we shall carry out such checks from time to time, throughout the period in which the Alias Pay service accessed via BT is active, including when we reasonably suspect that the phone number used for the activation of Alias Pay does no longer belong to you.

Immediately after the activation of Alias Pay, we shall provide Transfond with your details required for the provision of the service: phone number, IBAN of the BT account associated to the phone number, as well as the last and first name you are registered with BT.

At any time after the activation, if a client of a participating bank initiates a payment via Alias Pay through your phone number, the participating bank of the payment ordering person must interrogate the Transfond database for the phone number, as well as for your other data associated to the phone number (BT account IBAN, last and first names), and Transfond shall provide this information, regardless whether the initiated transaction shall be completed or not. If you do not want to consent to this processing of your data subject to banking secrecy, which are, as the case may be, also personal data, please do not activate Alias Pay.

For details about the processing of these personal data please refer to the specific notice on personal data processing within the Alias Pay service.

4. How does Alias Pay work?

If you have activated the Alias Pay service, any client of a participating bank can transfer amounts in RON to the BT account attached to this service, by entering the phone number used for the activation of the service in the payment application of the participating bank.

The amount entered by the payer shall be credited to your BT account attached to the Alias Pay service. You will receive the amount on the account, either as normal, urgent or instant payment, depending on the payer's choice.

The amount credited on your account opened with BT shall be charged according to the mentions regarding the commissioning of interbank receipts from applicable List of fees and commissions, an integral part of BT's General Terms and Conditions.

You cannot receive the amount on an account other than the one set for Alias Pay and neither can you receive the amount on the account if the payer initiated the payment using a phone number other than the one that you have used for the activation of Alias Pay.

5. When/How can the provision of the Alias Pay service be modified or terminated?

a. Modification of Alias Pay at your initiative

If, any time during the use of the Alias Pay service:

- you want to use another phone number or another BT account to receive amounts via Alias Pay,
- you no longer use the phone number initially used for the activation of this service,
- you have changed your last name and/or first name attached to the account and the phone number in Alias Pay,

you must erase the former alias and activate the alias with the new data.

You acknowledge the fact that Alias Pay is a stand-alone solution provided by BT, so that the update of your last name, first name and/or phone number in the bank's records by filling out certain specific online update forms or in BT's units does not automatically modify the data related to the Alias Pay service.

b. Termination of Alias Pay at your initiative

If you no longer want to have the Alias Pay service activated, but your BT account attached to this service remains open, you must erase the alias, as follows:

- Explicitly - from the same BT application from which you have activated the service
- Implicitly - by activating the service using the same phone number with another participating bank

If your business relationship with BT is terminated at your initiative or if you request the bank to close only the account attached to the Alias Pay service, the provision of this service will implicitly cease.

c. Termination of Alias Pay at BT's initiative

- *Termination due to the failure to confirm the phone number*

Throughout the period in which you use the Alias Pay service from BT we shall check from time to time that you use the phone number declared for the activation of this service. For this purpose, you will be notified about your obligation to reconfirm the number, the steps that you need to follow, as well as the deadline by which you must reconfirm the phone number. If you do not reconfirm the phone number set for Alias Pay by such deadline communicated by BT, the service shall be deactivated. You can reactivate it any time, following the necessary steps in the application.

- *Termination due to the closing of the BT account attached to the Alias Pay service or of the business relationship with BT, at the Bank's initiative*

If, during the period in which the Alias Pay service is activated, the Bank decides to close the BT account attached in Alias Pay or the business relationship, the provision of this service shall implicitly cease.

The causes that can result in the termination of the business relationship at the Bank's initiative are the ones laid down in BT's General Terms and Conditions applicable to you.

d. Termination of Alias Pay at the initiative of another user

If at any time during the use of the Alias Pay service, a client of BT or of another participating bank activates this service using the phone number that you have declared, your data associated to that phone number shall be overwritten in the Transfond database with the data of the new client. The overwriting shall be made by a participating bank only after such bank checks that the phone number is used by its client who wants to activate it in Alias Pay. The overwriting of your data with the data of another client equals the termination of this service in relation to you.

The erasure of an alias results in the erasure of the data attached to such alias in the common database of the participating banks, managed by Transfond.

If anytime between the initiation of a payment towards you based on the phone number via Alias Pay and the moment when the amount is credited to the BT account attached to the service, the provision of the service ceases due to any of the previously mentioned reasons, the amount shall be credited to your account. Any payments initiated towards you via Alias Pay after the erasure of the alias shall no longer be credited to the account attached to the same alias.

6. Representations and Warranties

Upon the activation of the Alias Pay payment service and throughout the use thereof via BT, you represent and warrant that:

- you have the full right, authority and capacity to act in order to activate and use the Alias Pay service for the account attached to the service;
- you are the user of the phone number used for the activation of this service;
- you undertake to erase your alias from the application in which you have activated it, as soon as you no longer use the phone number set for Alias Pay;
- you assume full liability for the situation in which the phone number used for the activation of Alias Pay actually belongs to another person who has activated this service, so that the amounts transferred based on such phone number end up credited to that person's account attached to the phone number;
- you take full responsibility for the case in which you provide the persons who want to transfer amounts to you via Alias Pay with a phone number other than the one used to activate this service with BT;
- you confirm that you have read these Terms of Use and the notice regarding the processing of personal data within Alias Pay, required in order to express your free and informed consent to the contracting of this service and to having your personal data processed by the participating banks and by Transfond for the provision of the Alias Pay payment service;
- by the use of the application, you do not violate any law or regulation of your domicile country, being the only responsible person for the compliance with all the applicable local laws and regulations.

7. Amendment of the Terms of Use of Alias Pay BT

We can amend the Terms of Use of Alias Pay BT at any time, by publishing the updated version thereof in BT's applications from where you can activate this service and on the Bank's website. You shall be notified about the review via such application(s) and/or via other direct communication means, using your contact details declared in the Bank's records. As of the notice time or, as applicable, as of the date mentioned in the notice as the amendment date of these Terms of Use, the updated version becomes applicable to all the users.

If you do not agree to the revised Terms of Use, you can erase your alias. The erasure will result in the immediate erasure of the information attached to your phone number from the Transfond database. These Terms of Use are supplemented with the terms and conditions of the BT application from which you have activated the Alias Pay service.

8. Applicable Law


The Terms of Use of the Alias Pay service, as provided in this document, are and shall be governed and interpreted in accordance with the Romanian law.

In the case of conflicts/misunderstandings related to the use of the service, we shall try to solve it amicably, with other participating bank and/or Transfond, as necessary, whereby the negotiations in this respect are carried out in good faith.

All the disputes shall be settled through the competent court authorities in Romania, unless the applicable law specifies another exclusive jurisdiction for you.

9. Support

For every problem related to the operation of the Alias Pay service, you can contact us at the e-mail address contact@bancatransilvania.ro or the phone numbers:

 ***8028** *Reachable from every national, fixed or mobile, network, 24/7 support*

 **0264.308.028** *Reachable from every network, including international networks, 24/7 support*

10. Force Majeure and Unforeseeable Circumstances

Banca Transilvania shall not be liable towards the users for the failure to fulfill any obligation in cases of force majeure/unforeseen circumstances, and generally in events that are beyond its control, as well as for the operation and connection of other domestic or foreign networks and for their activities and actions, in general.

Events of force majeure/unforeseen circumstances include without limitation: state of war (declared or not), armed conflict, revolution, insurrection, military or terrorist actions or threats, sabotage, civil unrest, strikes or other actions in the field of work, laws, regulations, decisions or directives, natural disasters, earthquakes, fire, explosion, solar or meteorological disturbances, public emergencies or any other incident that is beyond the Bank's control.

If you agree to use the Alias Pay service under the provided Terms of Use, please tick the dedicated box / press the dedicated button.