

TERMS AND CONDITIONS FOR THE ROMANIAN VIGNETTE

GENERAL TERMS AND CONDITIONS FOR THE SALE OF THE ROMANIAN ROAD TAX (VIGNETTE) VIA BT PAY

Please read these terms and conditions carefully before making the payment for the purchase of the Romanian vignette for the use of the national road network in Romania.

2. DEFINITIONS

1. **SIEGMCR** - computerized system used to issue, monitor and control the Romanian vignette, belonging to CNAIR S.A. (*National Company for Road Infrastructure Administration*);
2. **Road Tax (vignette)** - a certain amount, the payment of which gives a vehicle the right to use, during a given period, the national road network in Romania, in accordance with Government Ordinance No. 15/2002 on the introduction of a tax for the use of the national road network in Romania, as subsequently amended and supplemented;
3. **Customer** - person requesting the purchase of the Romanian vignette;
4. **Users** - individuals or legal entities entered on the vehicle registration certificate, who own or may use vehicles registered in Romania or in other countries based on a legal right;
5. **Vignette Distributor** - a legal entity approved by Compania Națională de Administrare a Infrastructurii Rutiere (*National Company for Road Infrastructure Administration / CNAIR*), under the terms and conditions laid down in the methodological rules for the charging of vignettes and tolls, which are approved by order of the Minister of Transport, as well as the sub-units of the CNAIR, which collect the vignette and/or the toll charges and record the information in the database of the computer system for the issue, management and monitorization of the Romanian vignette;
6. **BT or the Bank** – Banca Transilvania S.A. credit institution, Romanian legal entity, registered with the Trade Register of Cluj under no. J12/4155/1993, tax identification number RO5022670 and the following contact details: registered office in Calea Dorobanților 30 - 36, cod poștal 400117, Cluj-Napoca, jud. Cluj, Romania, Phone: **0801 010 128** (BT) - reachable from Romtelecom network, **0264 308 028** (BT) – reachable from any network, including internationally, ***8028** (BT) – reachable from Vodafone and Orange networks, e-mail address: contact@bancatransilvania.ro, **website Banca Transilvania**, in the capacity of Vignette Distributor, pursuant to the contractual relationship with CNAIR S.A.
7. **BT Pay** - secure mobile banking application, accessible via mobile phone with Internet connection. 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, Huawei App Gallery - for Huawei phones without access to Google services, and App Store- for iOS);
8. **Order** - electronic document by which the customer agrees to pay, and the distributor agrees to issue the document certifying the payment for the road tax (vignette).
9. **Vehicle** - any permanently or temporarily registered road motor vehicle with at least two axles or the combination of a motor vehicle and a semi-trailer or trailer towed by it.

II. CONTRACTUAL DOCUMENTS

BT customers can purchase the vignette via the bank's internet banking platform (BT PAY), BT's mobile banking application (BT PAY) and via the bank's network of payment machines.

By placing an order via the electronic means made available by BT, the customer agrees to the form of communication by which the distributor carries out its road tax distribution operations.

The order shall contain correct and complete data regarding:

- the vehicles for which a vignette is required (license plate number, vehicle identification number, country of registration)
- specifications for vignettes: type, period of validity, start and end date of validity period
- customer data required for invoicing
- the price, including the VAT, according to the law in force at the time of the order
- payment method.

The Distributor shall treat the confirmed order as the equivalent of a Contract. The Contract thus concluded shall enter into force upon the confirmation of the order by the customer.

The general terms and conditions of sale shall underlie the Contract so concluded.

After validating the order by ticking the field: *"I agree to the Terms and Conditions for the purchase of a Romanian vignette in BT Pay"* users can no longer return to the order, as the placed order is firm and payable, and the payment is mandatory for the user if they wish to have the requested vignette(s) issued.

The vignettes shall be issued only after the payment has been made and the validity date of the vignettes may not be earlier than this date.

By authorizing the transaction, customers assume full responsibility for the data entered for the vignette and cannot go back on it, as the placed order is certain and payable, and the payment is non-refundable.

If the customer requests a refund, the Distributor shall refer them to CNAIR.

The payment for the road tax and the issue of the vignette may not take place earlier than 30 days before its validity date.

The distributor collects the road tax from the customers, in RON, based on the exchange rate communicated by the NBR, valid on the last day of the month preceding the payment date.

The exchange rate valid for the last day of the month preceding the vignette payment date means the exchange rate communicated by the National Bank of Romania on the second-last working day of that month.

The pricing shall consider the characteristics of the vehicle. For temporarily registered vehicles (lease or export numbers) the license plate number shall be provided without spaces between characters or other symbols, and without the groups of figures forming the year and month in which the license plate numbers expire.

Vehicles that are not passenger cars or are not intended for the carriage of passengers shall be classified as goods vehicles, for which the tariff shall be established based on the maximum authorized mass and the number of axles if the maximum authorized mass of the vehicle (motor vehicle and towed vehicle) is 12 tonnes or more and on the maximum authorized mass if the maximum authorized mass of the vehicle (motor vehicle and towed vehicle) is less than 12 tonnes.

Mixed transport vehicles designed for the transport of persons and goods in separate compartments are charged in the same way as goods vehicles.

Vehicles that do not have a vehicle registration certificate and travel based on a temporary registration certificate are not charged.

Vehicles travelling under a registration certificate are not charged.

III. BANK'S OBLIGATIONS

The Bank shall provide the customer with the vignette according to the order details, if they meet the conditions for the issue of vignettes, after the confirmation of the payment.

The Bank shall provide the customer with the customer's copy document certifying the issue of the vignette, as an annex to the invoice that can be downloaded from the bank's website, based on the code displayed when the purchase of the vignette is completed.

The Bank shall not be held liable if the customer provides the information necessary to download the invoice + customer's copy (i.e. the transaction identification data) to other persons or if such information becomes available to other persons also as a result of the customer's negligence.

IV. PERSONAL DATA PROCESSING AND PROTECTION

The provision by BT - in its capacity as Vignette Distributor and credit institution - of payment services related to the purchase of the Romanian vignette, including the provision to the customer of the customer's copy of the vignette and the invoice, involves the processing of information that may be personal data as defined by EU Regulation 679/2016 - General Data Protection Regulation. The personal data processed belong to the customers and/or users and refer to, where applicable: the last name, first name, license plate number, vehicle identification number, vehicle type, country of registration of the vehicle, validity period of the vignette (including the start and end time and date of the validity period), vignette series, transaction identifier. These data are processed by the Bank by virtue of the conclusion/performance of the contract (the transaction for the purchase of the vignette) and in accordance with the legal obligation stipulated by the applicable regulations in the field of taxation and distribution of vignettes. The processed data shall be disclosed to the CNAIR and shall be kept in accordance with the legally prescribed retention period of at least 1 year, unless other legally prescribed time limits are applicable under the legislation applicable to credit institutions and/or accounting.

No automated individual decisions are made on the data, and they are not transferred to third countries or international organizations.

This specific privacy notice is supplemented by the provisions of BT's Privacy Policy as available on the website of [Banca Transilvania](#) or, upon request, in any of the bank's units, where specific details of the rights that data subjects may exercise with regard to the processing of their data, as well as the contact details of the DPO, are provided.

V. 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.

VI. APPLICABLE LAW

These terms and conditions, as provided for in this document, are and shall be governed by and construed in accordance with the Romanian law.

These terms and conditions are supplemented by the applicable legislation on road tax for the use of the national road network in Romania.

All the disputes shall be settled through the competent court authorities in Cluj-Napoca, unless the applicable law specifies another exclusive jurisdiction for the customer.