



AGREEMENT FOR INTERNET/MOBILE BANKING TRANSACTIONS

No. _____ concluded on _____

I. PARTIES

BANCA TRANSILVANIA S.A. Branch _____, located in _____, Street _____, no. _____, county _____, hereinafter referred to as the **BANK**, registered with the Trade Registry under no. J___/___/___, e-mail: bt24@btrl.ro, represented by Mr./Ms. _____, as Manager and Mr./Ms. _____, as _____,

or

BANCA TRANSILVANIA S.A. Branch _____, located in _____, Street _____, no. _____, county _____, hereinafter referred to as the **BANK**, registered with the Trade Registry under no. J___/___/___, through its Agency _____, located in _____, Street _____, no. _____, represented by Mr./Mrs. _____ as Agency Manager and Mr./Mrs. _____ as _____,

AND

Company: _____, based in _____, registered with the Trade Registry under no. _____, Sole Identification number/tax code _____, IBAN _____, with Banca Transilvania, e-mail: _____, hereinafter referred to as the **CLIENT/BENEFICIARY**, legally represented by:

1. _____, as _____, with the following identification data: address _____, identified with ID card/passport serial no. _____, issued by _____, on _____, NIN _____, mobile phone no. _____ ;

2. _____, as _____, with the following identification data: address _____, identified with ID card/passport serial no. _____ issued by _____ on _____, NIN _____, mobile phone no. _____ .

or

Natural person: _____, address: _____, identified with ID card/passport serial no. _____, issued by _____ on _____, NIN _____, IBAN _____, e-mail _____, mobile phone no. _____, hereinafter referred to as the **CLIENT/USER/BENEFICIARY**.

II. OBJECT OF AGREEMENT

ART.1 Performing banking operations by internet, as a result of the allocation by the **BANK** to the **USER**, for personal use or for the exclusive use of the company that the user represents, of certain access rights (nonexclusive, limited and revocable) to the Internet or Internet and Mobile Banking application, according to client`s choice. The functionality of this application is presented in the application`s working instructions and interactive Help menu.

ART.2 The functionalities instructions and the safety conditions may be accessed on the Internet/Mobile Banking application webpage at the following address <https://ib.btrl.ro/BT24>.

ART.3 The terms and conditions for performing banking transactions by means of Internet/Mobile Banking will be brought to the **CLIENT**’s attention upon accessing **BT24** electronically for the first time, the application being unusable prior to the **CLIENT**’s acceptance of the terms of conditions in effect on the date the application is accessed.

In case the **CLIENT** or their legal representative does not access the application personally in order to accept the terms and conditions electronically, they will authorize any of the users mentioned in Annex 1 - Configuration form, to accept the terms and conditions in effect on the date the application is accessed.

The legal representative of the client mandates the authorized person appearing on the access data delivery-receipt list to sign the list on behalf of the legal representative.

IV. COSTS, FEES AND COMMISSIONS



ART.4 The BT24 application subscription isof Lei/month, payable by the client on the date of signing this agreement.

ART.5 In case the Client requires the authentication by token; the Client shall receive a token device.

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

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

The client authorizes the bank to debit its account with such replacement fee for each token device in any of the above mentioned situations.

ART.6 The banking operations performed by the CLIENT, through the Internet Banking BT24/Mobile Banking application, will be charged and commissioned according the Bank's decision regarding the interests and commissions applied by the Bank with respect to current accounts, which are notified at all BT units and via the Internet /Mobile Banking application on Terms and conditions section.

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

ART.7 By signing the present agreement, the CLIENT authorizes the BANK to debit his account with any fees and commissions due to the Bank, according to Annex 2 of this Agreement. The individual negotiated fees and commissions or those present in personalized offers will prevail over the standard values.

V. RIGHTS AND OBLIGATIONS OF THE PARTIES

A. THE BANKS' RIGHTS

ART.8 The Bank is authorized by the Client, through this agreement, to carry out, in the name and on the account of the Client, the instructions received via the Internet/Mobile Banking application, exclusively on the client's responsibility.

ART.9 The Bank may refuse to perform the operations ordered by the Client through the Internet/Mobile Banking application in any of the following situations: if the operations are suspicious, against the law, they cannot be properly justified, or if the Client's account is blocked on the grounds of a court order or any other enforceable decision;

ART.10 The Parties agree that the Bank may delete the Client from the Internet/Mobile Banking system without prior notice, if the client is inactive in the application for a period longer than 3 months and/or if the client accumulates debts which amount to the equivalent of 3 month-Internet/Mobile banking fee. In such case, the client will be notified in writing in order to come at the bank and return the token, and if the client fails to respond to the bank's notification within 10 days, the bank is entitled to charge the replacement fee.

In such case, by derogation from art. 32, the agreement will cease of right, without Court intervention.

ART.11 The Bank has the right to restrict the Client's access to the Internet/Mobile Banking application BT 24, in the foreign currency payment module, incase the Client does not fulfill his obligation to submit to the BANK the justifying documents in all the situations when documents are required by law, within 10 calendar days since the payment date. Such access restriction applies until the respective documents are presented.

ART.12 The Bank has the right to block the Client's access to the Internet/Mobile Banking application, when it has reasonable suspicions that the Client's identification/access data are used by unauthorized persons and/or in a fraudulent manner (including suspicions of "phishing" attacks).

ART.13 The Bank has the right to transmit advertisements relating to Banca Transilvania's products and services, using the information given by the Client with respect to the herein agreement.



B. THE CLIENT'S RIGHTS

ART.14 The Client may order the Bank, through the Internet/ Mobile Banking application, the performance of some types of operations, as they are or will be available in the application.

ART.15 The Client may ask the Bank to cancel a payment instruction incorrectly transmitted for processing in the following conditions:

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

In the first 3 cases, the bank has the right to charge fees and commissions for cancelling the payment orders, according to Annex 3- Terms and conditions for Internet/Mobile banking transactions.

ART.16 The Client may require special assistance from the Bank, provided that it relates to the removal or correction of potential errors of the Internet /Mobile Banking application.

C. THE BANKS' OBLIGATIONS

ART.17 The BANK commits to carrying out the transactions requested by the CLIENT, based on the information provided through the Internet/Mobile Banking application.

ART.18 The BANK has the obligation to inform the CLIENT, as soon as possible, any time the requested operation cannot be performed, because of a in any applicable legal act or as a result of similar situations, which prevent the Bank from carrying out the operation.

ART.19 The BANK has the obligation to check if the person ordering the transaction is a client accepted by the Bank, and also to verify the correct use of password and token by the CLIENT.

ART.20 The BANK has the obligation to provide the CLIENT with the Internet/Mobile Banking application User's Manual, **via the application, or on paper support at the client's request.**

D. THE CLIENTS' OBLIGATIONS

ART.21 The Client has the obligation to notify the Bank in writing with respect to any modification in its status, identification data, or a change of his legal representatives, as soon as such modification/ change occurs.

ART.22 In case the applicable legislation stipulates expressly the necessity to submit to the BANK the original documents of the transactions, the bank will require the client to file with the bank the justifying documents in original or copy, as the case may be, in all the situations when documents are required by law.

At the date of this agreement, for currency operations and also for the exceptions stipulated by law in case of FCY payment operations, the client has the obligation to file with the BANK the original documents regarding the transactions, within 10 calendar days from the date of the payment order via BT 24.

ART.23 The USER commits to keeping confidential all its identification data provided by the BANK, inclusively in case of phishing message receipt. The user takes responsibility for the disclosure of its identification data to third parties, inclusively as a result of "phishing" attacks, which represents a serious case of gross negligence of the client.

ART.24 The User has to inform the Bank immediately after noticing that its identification data (including the case in which the client disclosed its personal information to third parties, as a result of "phishing" attacks) had become known to unauthorized persons.

ART.25 The Client commits not to making any modification whatsoever to the Internet Banking /Mobile Banking application. The Client shall not use images, texts, windows, or pages of application for other purposes than those mentioned in the present agreement. Furthermore, the Client is not allowed to copy, multiply, publish or distribute the above mentioned elements of the application, without the written approval of the Bank in this respect.

ART.26 The Client has the obligation to maintain available in its current account all necessary funds in order for the Bank to debit the subscription fee and the replacement fee payable by the Client and to perform the banking operations requested by the Client, through the Internet/Mobile Banking application.



ART.27 The Client has the obligation to maintain in good condition the token device received from the bank, if selecting the token as authentication method and to return it to the bank upon agreement cancellation or at the bank's request.

VI. AGREEMENT TERMINATION / CANCELLATION/ DENUNCIATION

ART.28 The agreement ceases of right from the account closing date, by reasons authorized by law, or at any time, with the parties' approval.

ART.29 The client may cancel the contract unilaterally, under the condition of sending a written notification to the Bank, at least 30 days before the date requested for cancellation.

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

ART.30 The Bank may cancel the contract unilaterally, under the condition of sending a written notification to the Client, at least 60 days before the date requested for cancellation.

ART.31 The Bank may cancel the agreement if:

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

b) the Client is declared bankrupt.

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

ART.32 The request for the agreement cancellation (notification) for the reasons mentioned above at Art. 31 will be transmitted in writing to the contracting party at least 30 days before the date requested for cancellation. If no objections are expressed by the notified party within 30 days since the date of notification, regarding the reason of cancellation named in the notification (in order for both parties to begin the amiable settlement and resume the contract), then the respective request (notification) is considered as accepted and measures will be taken accordingly.

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

ART.33 The Bank reserves the right to cancel the agreement, within no more than 30 days since the occurrence of certain circumstances which could not be foreseen at the agreement signing date and which lead to the modification of agreement provisions in such a way that the fulfillment of the agreement could contravene the public interest, and also at any time when the Bank notices the Client's failure to observe the provisions of the herein agreement.

ART.34 In all cases mentioned before, the Bank has the right to demand only the payment corresponding to the portion of agreement fulfilled until the date of unilateral agreement cancellation.

VII. LITIGATION AND CONFLICT SETTLEMENT

ART.35 This agreement is governed by the Romanian law, being in accordance and being amended with the current legal regulations concerning the banking activity, the rules concerning mandate, any legal act regulating financial and currency activities, as well as with the legislation on the prevention and combat of money laundering.

Any litigation between parties will be solved in an amiable way, and if not possible, such litigation will be submitted to the competent Court in Cluj-Napoca.

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

VIII. AGREEMENT MODIFICATION

ART.36 The Bank is entitled to unilaterally amend this agreement during its performance. Modifications will be notified to the Client via secure messaging of Internet/Mobile banking application, at least two months before the date proposed for amendment enters into force. **The Client** is entitled to denounce the agreement unilaterally and free of charge, provided that it notifies its intention prior to the enforcement of such modifications.

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

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



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

ART. 37 This agreement is accompanied by the following annexes: Configuration form - **Annex 1**; Access data form BT24 - **Annex 2**, Terms and conditions communicated to the customer at the first login into BT24 application- **Annex 3**.

IX. FINAL PROVISIONS

ART.38 The Client must acknowledge the content of legal provisions in force, with impact on electronic operations.

ART.39 The agreement enters into force at the date of its signing by the parties.

ART.40 The herein agreement was concluded in two original copies, one for each party.

ART.41 The herein agreement is accompanied by the General Business Conditions of Banca Transilvania. In case of contradiction between the provisions of the herein agreement and the General Business Conditions, the provisions of the herein agreement shall prevail.

We acknowledged the information in the herein agreement regarding banking transactions via electronic channels, 15 days prior to signing this agreement.

Date __/__/____

We agree with the reduction of the 15-day notification period.

BANCA TRANSILVANIA

BENEFICIARY

BRANCH _____

