

# Framework Agreement for Banking Services



## FRAMEWORK AGREEMENT FOR BANKING SERVICES

### IMPORTANT ASPECTS RELATED TO THE FRAMEWORK AGREEMENT FOR BANKING SERVICES FOR PHYSICAL PERSONS

You, [Last name, first name] \_\_\_\_\_,  
identified with [Identity Bulletin]/[Identity Card]/[Passport] series \_\_\_\_, no. \_\_\_\_\_, issued by \_\_\_\_\_, on  
the date of \_\_/\_\_/\_\_\_\_, valid until \_\_/\_\_/\_\_\_\_, Personal Numerical Code \_\_\_\_\_, nationality \_\_\_\_\_,  
\_\_\_\_\_, citizenship \_\_\_\_\_,  
resident/non-resident, born on \_\_/\_\_/\_\_\_\_, in the locality \_\_\_\_\_, with the domicile in \_\_\_\_\_,  
\_\_\_\_\_, street/alley/boulevard/road \_\_\_\_\_, no. \_\_\_\_\_, building \_\_\_\_\_, entrance \_\_\_\_\_,  
floor \_\_\_\_\_, apt. \_\_\_\_\_, county/district \_\_\_\_\_, post code \_\_\_\_\_, mail address (if the case may be) \_\_\_\_\_  
\_\_\_\_\_ civil status: married  single  divorced  widow/er  e-mail address \_\_\_\_\_  
landline: \_\_\_\_\_ mobile phone \_\_\_\_\_ workplace telephone: \_\_\_\_\_, profession: \_\_\_\_\_  
\_\_\_\_\_, position: \_\_\_\_\_, name of the employer \_\_\_\_\_  
\_\_\_\_\_ you hold an Important Civil Service Position: YES  \_\_\_\_\_  
\_\_\_\_\_ NO , the nature of Your relationship with BCR, respectively the purpose for accessing the bank's  
services:  Performing current account operations, with/without involving cash,  Receiving incomes (ex. salaries,  
pensions, scholarships, allowances etc.) into a current account,  Internet banking transactions,  Accessing loans,   
Saving,  Financial investments, including shares transactions,  Safe deposit boxes,  Other \_\_\_\_\_;  
Your monthly net income, respectively the incomes you cumulate on average during a month, from salaries, pensions,  
rents, leasing, collaboration agreements, copyrights, dividends, unemployment allowance, scholarships, allowances  
etc.: check one of the options below, that is the most appropriate to Your situation:  below 500 lei,  between 501 lei –  
1.500 lei,  between 1.501 lei – 3.000 lei,  between 3.001 lei – 6.000 lei,  Over 6.000 lei,  no income,

hereinafter referred to as the "**Client**" or "**You**", in your capacity as beneficiary of the Banking Services offered by Banca Comercială Română SA, by signing this document named Framework Agreement for Banking Services (hereinafter referred to as the "**ABS**"), version 2012, You hereby confirm to have acknowledged and fully understand all the provisions of the ABS and, in this respect, You hereby express the following options:

- You understand that you dispose of 15 days for analysing the ABS and you hereby request for waiving the legal reflection term and for the entry into force of the ABS at its date of execution by both parties.  
 YES  NO
- You hereby agree that Banca Comercială Română SA (hereinafter referred to as "**BCR**") is allowed store and to process, in the country and/or abroad, Your personal data, including Your Personal Numerical Number, as well as any other personal data having a general ranged identification role, either directly or by the intermediary of third parties, for statistical purposes or in order for BCR to observe its legal obligations and for reaching its legitimate interests, as well as for the purpose of establishing any legal relationships between BCR and You:  YES  NO
- You hereby agree that BCR is allowed to disclose and/or to transfer in the country and/or abroad to the members of the BCR Group or to other parties processing personal data in the name of BCR, Your personal data, including Your Personal Numerical Number, as well as information covered by the bank secrecy, in order to properly perform the Banking Transactions, for the purpose of developing the Banking Services offered to You by BCR, or for the performance of all BCR's obligations related to the banking supervision it is subject to:  YES  NO
- You hereby agree that, in case you will order transactions by SWIFT, Your personal data needed for performing the transaction may be transmitted by SWIFT. Moreover, by signing this ABS, You state to have acknowledged of and You agree with the performance of the transactions ordered by SWIFT and, under these circumstances,

SWIFT, in its capacity as operator, may transfer in the USA personal data of the clients of the credit institutions using the SWIFT services, being possible that the Department of the Treasury of the USA has access to this database and You agree with the performance of the transactions ordered by SWIFT even under these circumstances: YES NO

- You hereby agree with the processing of Your personal data, including Your Personal Numerical Number, either directly or by the intermediary of third parties, for marketing, publicity, customer loyalty purposes (dedicated offers) and for performing polls with respect to the Banking Services, the activity of BCR, of the members of the BCR Group and of the third party contractual partners, as well as for the purpose of subsequently granting Banking Services; this processing may be performed, in the country and/or abroad, both by BCR and by members of the BCR Group, as well as by its/their third party contractual partners YES NO
- You hereby agree with the processing by BCR of Your personal data and/or of information covered by the bank secrecy, in order to plan, to develop, to test and to use new informatics systems / to improve the informatics systems already implemented, in order to allow the optimisation of the Banking Services offered to You, in the country and/or abroad, both by BCR and by members of the BCR Group, as well as by its/their third party contractual partners YES NO
- You hereby agree that, in case of occurrence of the insured risk, BCR is allowed to disclose and/or to transfer to Your insurer Your personal data, including Your Personal Numerical Number, as well as information covered by the bank secrecy representing details with respect to the Banking Transactions and/or to the contracted Banking Service in order for You, in Your capacity as insured party, to be able to benefit of the insurance: YES NO;
- You hereby agree that We, BCR, are allowed to consult the information registered on Your name in the database of the Loan Office by any Participant to the Loan Office System: YES NO
- Please advise:
  - if You are part of the category of Clients with Special Relationships with BCR: YES NO and
  - if You are a relative and/or in-law up to and including the II<sup>nd</sup> degree with any BCR employee or with other persons having a special relationship with BCR. YES No. If yes, please specify the name of the BCR employee and the degree of kinship [ \_\_\_\_\_ ]

In case You are part of the category of Clients with Special Relationships with BCR or you are the husband/wife and a 1st degree relative and/or in-law of these persons or of other persons acting in their name, we hereby inform You that you are part of the categories mentioned in paragraphs 8-10 of the List of unguaranteed deposits, according to the Government's Ordinance no. 39/1996 on the Bank Deposits Guarantee Fund, as subsequently amended and supplemented. For a better understanding of the above-mentioned provision, please read carefully Clause 105 (THE BANK DEPOSITS GUARANTEE FUND) below.

- I have taken note of and understood the information related to deposits guarantee system by the Deposits Guarantee Fund at the level of banking system, including the guarantee ceiling, as well as the unguaranteed deposits list. Romanian Commercial Bank is participating in the Deposit Guarantee Fund in the Banking System in Romania, appearing on the list of credit institutions participating in the Deposit Guarantee Fund in the Banking System whose depositors receive compensation for the deposits established which on the date of signing this Contractual Documentation is worth EUR 100.000 in RON equivalent per depositor per bank.. This list may be consulted by you directly on the website of the Deposit Guarantee Fund in the Banking System, [www.fgdb.ro](http://www.fgdb.ro).

**ABS contains important information for You. Please read carefully this document, in order to understand Your rights and obligations corresponding to the Banking Services provided by BCR.**

ABS together with all the other documents that You have agreed or will agree to sign in order for BCR to provide Banking Services constitutes the contractual provisions applicable to the Banking Services to be provided to You by BCR. We shall hereinafter generally refer to any such document signed by You, including to this ABS, as the "Contractual Documentation".

**Before signing the Contractual Documentation, please address any question you might have with respect to these documents to the BCR counsel in whose presence You will sign the Contractual Documentation.**

By signing the Contractual Documentation, You hereby agree that the Contractual Documentation fully reflects Your entire will with respect to the Banking Services provided to You by BCR, it prevails over any other covenants, deeds, pre-contractual documents or negotiations that took place between You and BCR before signing the Contractual Documentation. Moreover, You hereby confirm that there isn't any kind of secondary elements related to the Contractual Documentation and to the agreement between You and BCR, that have not been reflected by the Contractual Documentation.

You hereby freely express your consent to enter into an agreement with BCR, for the purpose of benefiting of the Banking Services provided by BCR and therefore of obtaining the rights and undertaking the obligations arising

according to the provisions of the Contractual Documentation, which contains clauses that you consider equitable. We reiterate the kind request for you to address, before signing the Contractual Documentation, any question you might have with respect to these documents to the BCR counsel in whose presence You will sign the Contractual Documentation. By signing the Contractual Documentation, You hereby confirm that BCR has made available to You all the documents and information necessary for understanding the provisions of the Contractual Documentation. Therefore, You agree to assume the risk of error with respect to the understanding of any provision of the Contractual Documentation, as provided by Art. 1.209<sup>1</sup> of the Civil Code.

We would like to remind you that, in addition to the rights and obligations arising from the Contractual Documentation, both You and BCR benefit of rights and obligations granted by law. Appendix 1 to ABS indicates a series of the most important regulatory acts applicable to the contractual relationships between You and BCR.

You hereby agree with and expressly accept the content of each clause of the ABS, as well as the provisions contained by the clauses of the Conventions (as they are defined by Clause 1 (*Definitions*) of ABS), including but without being limited to the ones related to:

- the appointment of the Romanian law as the governing law of the Contractual Documentation, according to clause 59 (*Applicable law. Language of the Agreement*) of ABS
- the limitation of BCR's liability, according to the provisions of (i) General Provisions section – Clause 41 (*Limitation of BCR's Liability*), as well as Articles 10.8, 30.7, 47.2, 57.2 and 60.1; and (ii) Special Provisions section – Clauses 80 (*Parties' Liability with respect to the Payment Transactions*), 91 (*Parties' Liability with respect to the Cards Transactions*), Articles 95.7 (*Parties' Liability with respect to the Internet Banking and Phone Banking Service*), 96.5 (*Parties' Liability with respect to the Mobile Transactions Service*), 97.4 (*Parties' Liability with respect to the Alerts Service*), 71.1, 82.4.2 letter (b), 82.5.7 and 92.7
- the way in which ABS or the Conventions may be amended, according to the procedure described in Clause 6 (*Amendment of the Contractual Documentation*) of ABS
- the possibility for BCR to assign the Contractual Documentation or any document that is part of it, or rights related to them, without Your consent being necessary, other than the one expressed when signing the Contractual Documentation, according to clause 57 (*Assignment. Transfer of Obligations*) of ABS
- the possibility for BCR to unilaterally terminate the ABS or the relevant Conventions, according to the provisions of Clause 7 (*Termination of the Contractual Documentation. Unilateral Termination*)

You hereby agree that, according to the legal provisions and to the provisions of the Contractual Documentation, the repeated breach of Your contractual obligations may lead to detrimental consequences for You, including to the loss of benefit of some terms during which you had the right to perform certain obligations, as such terms may be established by the Contractual Documentation.

You understand that there are certain risks associated to the banking transactions you make, related to circumstances independent of the Contractual Documentation or to BCR's will. For example, the evolution of the exchange rate, the evolution of the reference indicators, such as ROBOR, EURIBOR or LIBOR, or other events that are unforeseeable at the moment of execution of the Contractual Documentation and that may cause depreciations of the value of Your assets or incomes, or increases of the costs You must bear, including costs arising from the Contractual Documentation. You hereby agree to assume any such risks corresponding to the Contractual Documentation and You agree to continue to be liable for the obligations undertaken through the Contractual Documentation, irrespective of any change of the circumstances, even if they have an exceptional nature. Moreover, You understand that, by taking these risks, in case such circumstances occur, You shall not be able to address to a court for adapting or terminating the entire or part of the Contractual Documentation. In case You do not agree to assume these risks, please reconsider Your decision to enter into a commercial relationship with BCR.

BCR appreciates as being essential for the execution of the Contractual Documentation and the performance of the corresponding Banking Services Your financial status, as well as the financial status of any joint-payer (joint-debtor) and/or personal guarantor who is or becomes a party to the Contractual Documentation, as such financial status results from the documents and information that You have made available to BCR. If at any time during the existence of the Contractual Documentation You or any of Your joint-payers (joint-debtors) or personal guarantors (if the case may be) no longer meet any of the essential conditions specified within the previous paragraph, BCR will be entitled to limit, to suspend or to interrupt the performance of some or of all of the Banking Services that it offers to You according to the Contractual Documentation.

By signing the ABS and, generally, by signing the Contractual Documentation, You confirm to have acknowledged, fully

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<sup>1</sup> Art. 1.209 of the Civil Code: “*The error referring to an element for which the risk of error has been assumed by the person invoking it or, by case, should have been assumed by such person shall not cause the annulment of the agreement.*”

understand and agree with all the provisions of these ABS and, generally, of the Contractual Documentation.

**For a good understanding of the provisions of ABS, please consider the following:**

ABS represents the contractual deed establishing the main rules applicable to the relationship between the Client and BCR (as included in the General Provisions section of ABS), as well as to certain Banking Services (as mentioned in the Special Provisions section of ABS).

- the General Provisions Section of ABS (included between pages 6 and 29) provides general rules applicable to all the Banking Services offered to You by BCR
- Depending on the BCR Banking Services that You have chosen to use, only part or all the chapters of the Special Provisions section of ABS shall apply to You
- Therefore:
  - if You open one or more current accounts with BCR, the provisions of chapter XII (*TRANSACTIONS IN CURRENT BANK ACCOUNTS*) (included between pages 29 and 33) shall also apply to You
  - if You use the payment services offered by BCR, such as transactions with payment orders, cash transactions or transactions with Payment Instruments, please observe the provisions of chapter XIII (*PAYMENT TRANSACTIONS*) (included between pages 33 and 45) as well
  - if You use a card made available by BCR, please observe the provisions of chapter XIV (*Cards Transactions*) (included between pages 45 and 53) as well
  - if You access BCR services by using electronic communication devices, please observe the provisions of chapter XV (*24 BANKING BCR*) (included between pages 53 and 62) as well
  - if You choose to open with BCR one or more bank deposits for funds, as well as savings accounts, the provisions of chapter XVI (*SAVING PRODUCTS*) (included between pages 62 and 64) shall also apply to You and
  - if You obtain a loan from BCR, please observe the provisions of chapter XVII (*LENDING TRANSACTIONS*) (included between pages 64 and 68) as well
- With respect to the ABS structure, each of the two sections is divided by chapters, which, on their turn, are composed by clauses. The clauses contain one or more articles
- The chapters are numbered with roman numerals, the clauses with round Arabic numerals and the articles with divisions of Arabic numerals, according to the following example:

Section

III. Chapter

5. Clause

5.1. Article

5.2. Article

5.2.1. Article

5.2.2. Article

5.3. Article

The content of ABS that You may consult on the next page provides You with a clear image of the ABS structure, as well as with additional information on the content of each section.

ABS has been executed by me on ../././.. and by Banca Comercială Română on ../././.. in two original counterparts, one original counterpart for each contracting party, having the same legal value and representing a single agreement that comes into effect at the date of its execution by both parties.

Thank you once more for Your decision to choose BCR as Your partner and we are glad to have the opportunity to improve this partnership in the future, in order to be able to answer to Your requests.

**BANCA COMERCIALĂ ROMÂNĂ S.A.**

Signature:

Name:

Position:

Signature:

Name:

Position:

**The Client**

Signature:

Name:

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## GENERAL PROVISIONS

### I. GENERAL MATTERS

#### 1. DEFINITIONS

1.1. The terms written in capital letters in the ABS shall have the following meaning (which shall be attributed to these terms when they are used in Conventions, except when the Conventions include specific definitions):

##### 1.1.1. General Definitions

**BCR** shall represent Banca Comerciala Romana S.A., a credit institution organized according to the Romanian laws as a joint-stock company, managed under the two-tier system, having head office in Bucharest, 5 Regina Elisabeta Blvd., sector 3, registered at the Trade Register under no. J40/90/91, CUI 361751, Bank Register: RB-JPR-40-008/1999, BIC Code RNCBROBU.

**NBR** shall represent the National Bank of Romania, having head office in 25 Lipscani Street, sector 3, Bucharest, zip code 030031, phone 021.313.04.10 or 021.315.27.50, extension: 2455, 2454, 2474, fax: 021 312 38 31, website: www.bnro.ro, e-mail: info@bnro.ro.

**Real Beneficiary** shall represent the natural person ultimately holding or controlling the Customer and/or the natural person on behalf of whom or in the interest of whom a transaction or operation is directly or indirectly performed.

**Card** is the debit or credit card, in RON or in foreign currency, representing the electronic payment instrument, secured and personalized, the characteristics of which are described in Chapter XIV (*PAYMENT OPERATIONS*) of the ABS.

**Payment Incidents Register** is a national mediation centre managing the specific information concerning payment incidents, in public interest, including for the purposes of its users.

**Customer** shall represent the resident and/or non-resident natural person benefitting of any of the Banking Services.

**Customer in Special Relations with BCR** shall represent the administrators, leaders, managers of the entities under BCR's central administration, censors, financial auditors, BCR significant shareholders, including the persons having a similar status within other companies within BCR Group.

**Communication** shall represent the notification addressed to the Customer by BCR, by displaying it at the Bank Units and/or by publishing it on the Website and/or by being made public by BCR in another similar form.

**Account** shall represent any type of bank account opened with BCR on behalf of the Customer (current bank account, deposit account, credit account etc.).

**Current Bank Account** shall represent any current bank account opened in BCR's records on behalf of the Customer, which is always a payment account, including any credit account from which payments are or can be made, but excluding any deposit bank account which does not allow any payments to be made.

**BCR Contact Center** shall represent the center of communication with BCR, made available to the Customer around the clock at the phone number 0800.801.BCR (0800.801.227), which can be reached from any national network.

**Convention** shall represent any agreement, form, request or other type of standard document having a contractual nature, concluded in a written form between BCR and the Customer, having as object one or several Banking Services.

**Costs** shall represent the commissions, expenses, charges and any other payment obligations of the Customer for the Banking Services, whose amount and determination method are specified in the Contractual Documentation or in the Standard Commission Fees.

**Credit** shall represent any commitment to make available or grant an amount of money or to prolong the due date of a liability, in exchange for the Customer's obligation to reimburse the respective amount, as well as to pay an interest and/or other Costs in relation to this amount.

**Exchange Rate of Reference** shall represent the exchange rate used by BCR to perform any foreign currency exchange (sale or purchase, as applicable) and which is the foreign currency exchange rate used by BCR as displayed at the Bank Units at the exchange booth ("**BCR Exchange Rate of Reference**") or which results from a public source (as applicable "**NBR Exchange Rate of Reference**" or the "**VISA Exchange Rate of Reference**" or the "**Mastercard Exchange Rate of Reference**"), depending on the applicable specific conditions according to the ABS or to the relevant Convention. The BCR Exchange Rate of Reference shall be categorized between the limits of the following

computation formula: the NBR Exchange Rate of Reference valid in the foreign exchange operation day, to which a +/- 10% margin is applied by the BCR.

**Anniversary** shall be the calendar day marking monthly the date when the Banking Services were activated.

**Contractual Documentation** shall represent ABS together with all of the Conventions concluded in relation to ABS, as well as any other documents issued according to ABS or to any of the Conventions, which generate rights and obligations for the Customer and for BCR, if applicable.

**Statement of Account** shall represent the document issued by BCR to the Customer, which certifies at least the operations performed in an Account during a determined period, as well as the Account balance at the beginning and end of the respective period.

**Important Public Position** shall represent the position currently or formerly held by a Customer or by the spouse or by the relatives and by the next of kin of the first degree (children and their spouse; parents) of a Customer, such as: a) head of State, head of governments, member of the Parliament, European Commissioner, member of governments, presidential advisor, State counsellor, State secretary; b) member of the constitutional courts, member of the supreme courts or of the high courts of law, whose decisions can only be challenged by extraordinary means of appeal; c) member of the courts of accounts or of similar courts, members of the boards of administration of central banks; d) ambassador, responsible for affairs, high officer within the army; e) head of public institutions and authorities; f) member of the boards of administration or of the supervisory boards and the person holding a management position within autonomous administrations, within trading companies having mainly State capital and within national companies, as well as the person publicly known as close associate of natural persons holding important public offices (namely, the natural person who is publicly known that he/she: i) together with them holds or has a significant influence over a legal person or entity or legal construction or he/she has a closer relation with these persons; ii) he/she holds or has a significant influence over a legal person or entity or legal construction established in its benefit).

**BCR Group** shall represent BCR, the entities controlled by BCR, the entities that directly or indirectly control BCR, as well as their subsidiaries.

**Representative** shall represent any natural person empowered by the Customer to act for and on their behalf in their relations with BCR.

**Index of Reference** shall represent the index used as basis of reference to determine the interests to be applied and which is obtained from a public source that can be verified by the Customer and by BCR (such as ROBOR, EURIBOR or another index determined in the Contractual Documentation).

**Information** shall represent the written notification addressed to the Customer directly by BCR on a lasting media, in the form indicated in the relevant Contractual Documentation.

**Instruction** shall represent an order submitted to BCR by the Customer or by a Representative for his/her purpose in relation to the provision of Banking Services, according to the provisions of the Contractual Documentation.

**Law no. 677/2001** shall represent Law no. 677/2001 on the protection of natural persons with regard to the processing of personal data and the free movement of such data, as subsequently amended and supplemented.

**Bank Law** shall represent Government Emergency Decision no. 99/2006 on the credit institutions and capital adequacy, as subsequently amended and supplemented, as well as the regulatory act which could replace it, except if the Customer is notified otherwise by BCR.

**Mailbox** shall represent that functionality of the Internet Banking application, which allows BCR to send in writing, on lasting media, Communications, Notifications, as well as any other type of messages to the Customers who have access to the Internet Banking application.

**Notification** shall represent the written notification, on paper or on another lasting media, addressed to the Customer by BCR or addressed to BCR by the Customer, directly or through a third party and/or competent body, in the form indicated in the relevant Contractual Documentation.

**Website** shall represent BCR's website, namely [www.bcr.ro](http://www.bcr.ro).

**Regular Payments** shall represent any Payments for which the payer has authorized BCR in advance, through a mandate, to automatically debit their account (*Standing Order, Direct Debit*).

**Working Hours** shall represent the time interval during a Banking Day when BCR can process documents and perform operations according to the system rules established by BCR.



**Banking Services** shall represent any banking products and services offered to the Customer by BCR.

**Available Fund Balance** shall represent the money available in an Account (including the overdraft), the use of which is not pre-established (such as the obligation to maintain a minimum Account balance, where applicable) or restricted (such as amounts under garnishment).

**Signature Specimen** shall represent the holograph signature of the Customer provided to BCR under the name of signature specimen, by a specific form, according to the BCR requirement.

**Financial Status** shall represent the document issued by BCR to the Customer, presenting the Available Fund Balance of the Customer's Account/Accounts.

**Standard Commission Fees** shall mean the standard commission fee of BCR for the Banking Services provided to its Customers, as displayed at the Bank Units and published on the Website.

**Bank Transaction** shall represent any bank operation or transaction initiated based on the Contractual Documentation, in relation to the supply by BCR of the Banking Services.

**Bank Unit** shall represent any of the BCR territorial bank units (such as branches or agencies) through which Banking Services are provided.

**Banking Day** shall represent any day in which BCR and other credit institutions in Romania are open for business and interbanking trading concluded in Romania or, in case of a Bank Transaction in foreign currency, any day in which the credit institutions are open for business and foreign currency transactions both in Romania and in the main financial center of the country of origin of the respective currency.

#### 1.1.2. Definitions used mainly in relation to the Payment Operations

**Direct Debit Commitment** (or **DDC**) shall represent the agreement concluded between the Beneficiary and the Collecting Institution, comprising the Beneficiary's responsibilities and their commitment to observe the provisions of the regulation concerning the direct debit executed through the automated clearing house, as well as the Collecting Institution's agreement concerning the use by the Beneficiary of the Direct Debit instructions within a direct debit scheme.

**Beneficiary** shall represent any recipient of the funds that were or shall be the object of a Payment Operation.

**BIC (Bank Identifier Code)** shall represent the sole identification code of the banking institutions.

**Consent** shall represent the authorization for the execution of a Payment Operation or of a Series of Payment Operations, as they are agreed between the Customer and BCR.

**COT (Cut-Off Time)** shall represent the moment specified by BCR until a Payment Instruction must be sent by the Customer for it to be processed in the same Banking Day.

**Completion Date** shall represent the Banking Day in which the amount provided in the Direct Debit Instruction is credited to the Beneficiary's Account by the Collection Institution. The Completion Date related to the operations performed in the SENT system is the same date as the interbanking discount (the compensation date).

**Direct Debit** shall represent the payment manner of an amount of money due between the Payer and the Beneficiary which consists in the preauthorized debiting of the Payer's current bank account by the Paying Institution based on the provisions of the Direct Debit Mandate, upon the Beneficiary's request, and the appropriate crediting of the Beneficiary's current bank account by the Collection Institution, based on the Direct Debit Commitment, payment manner which does not require the prior authorization by the Payer of each Direct Debit Instruction withdrawn from their current bank account.

**Execution of a Direct Debit Instruction** shall represent the procedure by which the Paying Institution applies the Direct Debit Mandate given by the Payer, accepting to execute the Direct Debit Instruction by debiting the current Bank Account of the Payer, according to the provisions of this ABS and accepting the interbanking discount, according to the provisions in the system rules of the automated clearing house.

**Collecting Institution** shall represent the credit institution where the Beneficiary has opened the Bank Account to be credited or which was credited with the amount provided in the Direct Debit Instruction.

**Paying Institution** shall represent the credit institution where the Payer has opened the Bank Account to be debited or which was debited with the amount provided in the Direct Debit Instruction.

**Direct Debit Instruction** (or **DDI**) shall represent the Payment Instruction by direct debit issued by a Beneficiary and withdrawn from a Bank Account of a Payer opened with a Paying Institution, which can be:

- Direct debit instruction in the intra-banking system, namely the payment instruction by direct debit in which the credit institution where the Beneficiary has opened the current bank account to be credited or which was credited is the same as the credit institution where the Payer has opened the current bank account to be debited or which was debited with the amount provided in the direct debit instruction (the Collection Institution is identical to the Paying Institution)
- Direct debit instruction in the interbanking system, namely the payment instruction by direct debit in which the credit institution where the Beneficiary has opened the current bank account to be credited or which was credited is different than the credit institution where the Payer has opened the current bank account to be debited or which was debited with the amount provided in the direct debit instruction (the Collection Institution is different than the Paying Institution)

**Debit Payment Instrument** (or **DI**) shall represent any check, bill of exchange or note of hand issued according to the legal regulations.

**Payment Instrument** shall mean any personalized device and/or any set of procedures agreed between the Customer and BCR to initiate a Payment Operation or, generally, to provide a Payment Service.

**Payment Instruction** shall represent any payment instruction sent by the Customer to BCR requesting the execution of a Payment Operation or, generally, the provision of a Payment Service.

**Direct Debiting Mandate** (or **DDM**) shall represent the document by which a Payer grants a permanent, but irrevocable authorization to the Beneficiary to issue Direct Debit Instruction over their current bank account opened with the Paying Institution and to the Paying Institution to debit their current bank account with the amount provided in the Direct Debit Instructions issued by the Beneficiary.

**Moment of Irrevocability** shall represent the time limit until which the Customer can revoke or amend the mandate or they can refuse a DDI, represented by the hour limit of the Banking Day preceding the Completion Date.

**Moment of Receipt** shall represent the moment when a Payment Instruction, sent by the Customer, directly or indirectly, through a Beneficiary, is received by BCR.

**Payment Operation** shall represent an action initiated by the Customer or by another Releasing Party or Beneficiary for the purpose of submitting, transferring or withdrawing funds to/into a Current Bank Account.

**Payment Order** (or **PO**) shall represent any Payment Instruction issued by the Releasing Party to BCR, based on a pre-printed form or on the pre-established standard made available by BCR, subject to the rules in Chapter XIII (*PAYMENT OPERATIONS*), asking for the execution of a Payment Operation.

**Releasing Party** shall represent the Customer or another authorized person who sends to BCR a Payment Instruction, according to the operating rights related to the Current Bank Account from which the Payment Instruction is executed.

**OUR** shall represent the manner of applying commissions to transactions in foreign currency, according to which the commissions of all banks on the payment route are covered by the Releasing Party. The "Guaranteed OUR" commission excludes the possibility of subsequent discounting of any commissions, the commission related to the payment being covered by the Releasing Party only once, an exception being the payments which transit the USA .

**Payer** shall represent the person having contracted the Direct Debit Service.

**SHA** shall represent the manner of applying the commissions related to the transactions in lei and in foreign currency, according to which the BCR commission related to the Releasing Party is covered by the Releasing Party and the BCR commission related to the Beneficiary is covered by the Beneficiary.

**SEPA** shall represent a geographical area also named the Single Euro Payments Area.

**Payment Services** shall represent any of the following Banking Services provided by BCR to the Customer:

- submission and withdrawal services related to cash in a Current Bank Account, as well as all the operations necessary for the operation of the Current Bank Account
- direct debiting (including single direct debiting), credit transfer operations (operations with scheduled payment orders)
- Payment Operations performed through a Card or a similar device

- the issuance and/or acceptance for payment of the Payment Instruments
- cash remittance and
- Payment Operations in which Consent is given through any means of digital or computer telecommunication

**Standing Order** (or discounting through scheduled Payment Orders) shall represent the payment manner by which BCR, as Paying Institution, shall execute the Payment Orders on set dates and in previously agreed amounts, based on the Conventions concluded with the Customer, if the legal applicable provisions are complied with.

**SWIFT** (Society for Worldwide Interbank Financial Telecommunication) shall represent a telecommunication system between financial institutions all over the world ensuring, among other, the security of the communications.

#### 1.1.3. Definitions used mainly in relation with the Cards

**3D-secure** shall represent a protocol used as an additional level of security for the Bank Transactions made online, with Cards.

**ATM** shall represent the bank automated teller machine for different operations performed with the Card.

**CVV2/CVC2** shall represent a security code consisting of 3 figures, uniquely obtained for each type of card, printed on the strip where the Card must be signed.

**Holder** shall represent the Account holder, natural person, who, according to a Convention, holds a Card issued in their name.

**List of Cards the Acceptance of Which Is Forbidden** shall represent one of the two lists related to each of the international institutions: CRB (Card Recovery Bulletin) for VISA and StopList for MasterCard, where the Cards the acceptance of which is forbidden are recorded.

**PIN** shall represent the personal identification number, having a strictly confidential nature, awarded by BCR to each Holder or User to be used in Card operations.

**POS** shall represent the electronic terminal used for the electronic authorization and processing of a Bank Transaction performed through the Card, which can be endowed with Contactless Technology or not.

**Contactless Technology** shall represent the technology that allows making fast payments, of low value, by simply nearing a Card to a POS, using radio waves, without the PIN input and/or receipt signing being necessary.

**Offline Transaction** shall represent the Card Bank Transaction sent directly to be discounted by BCR, without the performance of an electronic authorization at the accepting or processing party.

**User** shall represent the natural person recognized and accepted by the Holder as having access to the Account to which a card is attached and on behalf of which the User has asked for an additional Card to be issued (through which the User makes use of the Available Fund Balance in the Holder's Account).

#### 1.1.4. Definitions used mainly in relation with 24 Banking BCR

**eToken BCR Application** (or **eToken BCR**) shall represent a software application aimed to mobile phones which generates unique codes based on which the Customer identification takes place, as well as the authorization of the Bank Transactions performed through the Internet Banking Service and through phone banking, secured by a PIN code personalized by the Customer and which can be subsequently changed by the Customer.

**Digital Signature** (or **DS**) shall represent a unique code generated by the Token Device, by pressing the "3" key, or by the eToken BCR application, according to the instructions in the application and with the help of which the operations performed through Internet Banking are authorized.

**Token Device** (or **Token**) shall represent a secured physical device supplied by BCR which generates unique codes based on which the Customer identification takes place, as well as the authorization of the Bank Transactions performed through the Internet Banking Service and through phone banking, secured by a PIN code personalized by the Customer and which can be subsequently changed by the Customer.

**Security Elements** shall represent the identification and Consent expression elements the Customers receive from BCR and which are necessary to the use of the Banking Services included in 24 Banking BCR. Depending on the functionalities, such elements may be the Token, the eToken BCR Application, the eToken BCR series, the eToken BCR activation code, the eToken BCR authorization code, the PIN, the Password, the One Time Password, the Digital Signature, the User Name, the Mobile Transaction Phone Number, the Secret Question and Answer.

**Secret Question and Answer** shall represent an additional security measure, which may be requested during the Customer identification when he/she calls upon the BCR Contact Center.

**Mobile Transaction Phone Number** shall represent the phone number made available to BCR by the Customer to be used in relation to the Mobile Transaction Service.

**User Name** shall represent an identification manner the Customer will use, together with the OTP Code or with the Password, to access the Internet Banking and the Phone Banking Service. The Customer can customize his/her identification number with a series of alphanumeric characters.

**One Time Password (or OTP)** shall represent a unique code generated by the Token device by pressing the "1" key or by the eToken BCR application, according to the instructions from the application with the help of which the Customer identification is performed in the Internet Banking and Phone Banking applications and the operations performed through Phone Banking are authorized.

**Password** shall be a secret individual code used by the Customer to perform Bank Transactions through 24 Banking BCR: the Internet Banking and Phone Banking applications and the Mobile Transaction Service.

**Personal Identification Number (or PIN or PIN code)** is a confidential numeric code, used as a connection between a system and its User, used by the User to identify itself in the system.

## **2. PRINCIPLES**

2.1. The contractual relations established between BCR and the Customer based on the Contractual Documentation are based on mutual trust, good faith, observance of the undertaken commitments and confidentiality.

## **3. ABS APPLICABILITY**

3.1. ABS applies to all legal relations between the Customer and BCR arising because of concluding the Conventions concerning the Banking Services requested by the Customer.

3.2. The appropriate provisions of ABS shall apply to any matter not regulated by the Conventions concluded for a certain type of Banking Service.

## **4. INTERPRETATION**

4.1. If there are any discrepancies between the ABS provisions and the provisions of the Conventions related to each Banking Service, the provisions of the Conventions shall prevail, except for the Conventions that have entered in force prior to the entering into force of ABS and the object of which is not a Loan, case in which the ABS provisions shall prevail.

4.2. ABS is supplemented by the Banking Law, as well as by the other applicable regulatory acts in force, as well as by the applicable internal and international banking custom and practices. In the extent in which there are discrepancies between ABS and the norms and internal and international banking custom and practices, the ABS shall prevail.

4.3. Upon signing the ABS, the Customer shall receive a ABS copy written on paper or on another lasting media, according to the common decision of the Customer and of BCR. In addition, the ABS are available to the Customer at any time, upon their request, on the Internet Page and in the Bank Units.

## **5. DURATION OF THE CONTRACTUAL DOCUMENTATION**

5.1. ABS shall be effective for an unspecified period, starting with the date of its signing, remaining in force until all of the legal relations having arisen between BCR and the Customer have been settled.

5.2. The duration of the Conventions is established individually, in the contents of each of them, except for the case in which their or ABS' wording provides otherwise.

## **6. AMENDMENT OF THE CONTRACTUAL DOCUMENTATION**

6.1. BCR may propose to the Customer changes concerning the ABS provisions or concerning the Conventions, according to the applicable legal and contractual provisions.

6.2. Except for the situations expressly provided in the Contractual Documentation, each amendment of a Convention or of ABS shall be proposed to BCR in advance, by sending the information and conditions concerning the amendment intended, including by providing an addendum or a new proposal of Convention or of ABS, if applicable.

6.3. For proposing amendments of the Contractual Documentation (including concerning the ABS) to the Customer, BCR shall proceed as follows:

- 6.3.1. If the amendments refer to provisions in the Contractual Documentation having as object a Loan granted to the Customer, including through an overdraft or through a Credit Card, these shall be communicated to the Customer through a Notification, at least 30 days before the application of the respective amendments. If the amendments refer to the Costs related to the Loan, such amendments shall become effective by the signing of an Addendum between BCR and the Customer. The Customer has at their disposal 15 days to communicate to BCR his option to accept or not accept the new conditions. In such a case, not receiving an answer is not considered tacit acceptance and the relevant Convention shall remain unchanged, in the absence of an addendum concluded by mutual agreement. BCR is not entitled to fine the Customer or to state the Loan due before its maturity if the Customer does not accept the new conditions;
- 6.3.2. If the amendments refer to provisions in the Contractual Documentation applicable to Payment Services, these shall be communicated to the Customer through a Notification, at least two months days before the application of the respective amendments. The amendments shall be considered accepted by the Customer and they shall become effective at the end of the term indicated in the Notification, except if, prior to their application, the Customer notifies BCR concerning their refusal to accept the respective amendments. In such a case, the Customer is entitled to repudiate the relevant Convention, immediately and without any additional Costs. This repudiation shall be conditioned by the payment in full by the Customer of all of the amounts owed to BCR based on the Convention's provisions, until its termination;
- 6.3.3. If the amendments refer to provisions of a Convention concluded for an unspecified period, other than those mentioned in Art. 6.3.1 or 6.3.2 above, they shall be communicated to the Customer through a Notification, at least 30 days prior to the application of the respective modification. The Customer is under the obligation to notify BCR in writing concerning their option to accept or refuse the respective amendments. The amendments shall be considered accepted by the Customer and they shall become effective at the end of the term indicated in the Notification, except if, prior to their application, the Customer notifies BCR concerning their refusal to accept the respective amendments. In such a case, the Customer is entitled to repudiate the relevant Convention, immediately and without any additional Costs. This repudiation shall be conditioned by the payment in full by the Customer of all of the amounts owed to BCR based on the Convention's provisions, until its termination;
- 6.3.4. If the amendments refer to provisions of a Convention concluded for a specified period, other than those mentioned in Art. 6.3.1 or 6.3.2 above, they shall be communicated to the Customer through a Notification, at least 30 days prior to the application of the respective modification. The Customer is under the obligation to notify BCR in writing concerning their option to accept or refuse the respective amendments. Not receiving an answer is not considered tacit acceptance and the relevant Convention shall remain unchanged, in the absence of an Addendum concluded by mutual agreement between the Customer and the Bank;
- 6.3.5. If the amendments refer to provisions in the Contractual Documentation concerning the interest rate or the exchange rate applicable to the amounts in the Accounts, the provisions of Art. 6.3.2 – 6.3.4 shall not be applicable, the amendments being applied immediately and without Notification, if:
- the amendments are based on the Index of Reference or on the Exchange Rate of Reference; or
  - the amendments are based on a clearly established contractual mechanism foreseen to be applied through the Convention and which is based on the Index of Reference or on the Exchange Rate of Reference; or
  - the amendments of the interest rate or of the exchange rate are more advantageous for the Customer, following for such amendments to be communicated by BCR to the Customer through the means and as frequently as determined through the applicable Convention
- 6.3.6. If the amendments refer to provisions in the Contractual Documentation concerning the interest rate or the exchange rate applicable to the amounts in the Accounts, the provisions of Art. 6.3.1 and 6.3.3 above shall not be applicable, the amendments being applied immediately and without Notification, if:
- the amendments are based on the Index of Reference and such Index of Reference is provided to be applied through the Convention; in such a case, the Customer shall be informed by BCR according to the provisions of the Contractual Documentation; or
  - the amendments are based on the Exchange Rate of Reference or on a clearly established contractual mechanism foreseen to be applied through the Convention and which is based on the Exchange Rate of Reference

6.3.7. The provisions of Art. 6.3.1 – 6.3.4 above shall not be applicable if:

- The Customer and BCR conclude an Addendum concerning the amendment of the Contractual Documentation, such amendments entering into force at the date indicated in the respective Addendum or, if the Addendum does not specify a date for the entering into force of the agreed amendments, from the date of its signing by the Customer and by BCR; and
- The Customer accesses new functions and/or new Banking Services made available by BCR and/or accesses new conditions offered by BCR for or as part of the existing Banking Conditions, case in which the consent validly granted by the Customer for performing the respective operations shall represent the Customer's agreement to immediately accept the new functionalities and conditions applicable to the existing and/or new Banking Services, as applicable

6.4. If the Customer does not accept one of BCR's proposals concerning the amendment of ABS, the ABS's unamended provisions shall remain applicable only for the Banking Services in progress at the date proposed for the application of the amendment, until the time the respective Banking Services are provided. The amended ABS provisions shall be applicable for each new Banking Services, including of the same nature, requested by the Customer subsequent to the date proposed for the application of the amendment of ABS.

6.5. If the amendments of the Contractual Documentation are required by a regulatory act, they shall be considered accepted by the Customer and they shall become applicable according to the relevant provisions of the applicable regulatory act.

## **7. TERMINATION OF THE CONTRACTUAL DOCUMENTATION. REPUDIATION**

7.1. ABS or any of the Conventions may be terminated:

7.1.1. Through the parties' agreement, by a written document signed by both parties

7.1.2. If BCR is confronted with or it reasonably considers that it might be confronted with a significant reputation risk as a result of the continuation of the contractual relation with the Customer, except if a Convention concerning the granting of a Loan is concerned

7.1.3. In case of repeated breach by the Customer of the contractual obligations undertaken based on the Contractual Documentation, even of small significance, or in case of clearly showing to BCR the intent of not executing any of these obligations; or

7.1.4. In the cases expressly specified in ABS or in the relevant Conventions concluded between the Customer and BCR

7.2. Both the Customer and BCR may repudiate ABS or any of the Conventions whose object refers to Payment Services, through a written Notification, with a 15-day prior notice, in case of the repudiation by the Customer and of two months, respectively, in case of the repudiation by BCR. The Customer may request the termination of ABS or of any Convention, regardless of the validity term of the Cards that are operating according to such a Convention.

7.3. The termination of the ABS application leads to the closing of all of the Customer's accounts, the blocking of all Cards and the cessation of providing any Banking Service.

7.4. In any situation, the Customer's obligations and BCR's rights arising based on the Conventions shall remain in force and they shall be in full effect until the full payment by the Customer of all of the amounts owed to BCR and the return of any payment instruments (Token, Cards etc.) in relation to the conclusion, execution and termination thereof.

7.5. Upon the termination of the Conventions, BCR shall provide to the Customer, free of charge, a document certifying that all obligations between the parties have been terminated. At the same time, all Accounts for the provision of the respective Banking Services shall be closed, without the payment of additional Costs.

## **II. CUSTOMER IDENTIFICATION AND KNOWLEDGE. CUSTOMER REPRESENTATION**

### **8. CUSTOMER IDENTIFICATION**

8.1. BCR shall identify the identity of the Customer or of any Representative or User, upon the initiation and at any time during the provision of the Banking Services, the Customer having the obligation to provide BCR the requested information, as a condition for the provision of the Banking Services.

8.2. The Customer identity is established based on the original identity document and/or based on other official documents requested by BCR.

8.3. Any Banking Service is provided only after Customer identification, based on the identity document and the signature specimen, at the Bank Units, or based on the agreed identification elements for the Banking Services which do not require the Customer's presence at a Bank Unit.

8.4. BCR is entitled to refuse to initiate or continue the supply of Banking Services:

8.4.1. if the Customer does not provide the documents and/or information requested by BCR or they provide false, incomplete or incorrect data and/or documents; or

8.4.2. if BCR has suspicions concerning the reality of those stated or the documents provided by the Client, including if the latter submits to BCR Payment Instruments that can be suspected as potentially fraudulent, causing payment risks, including those instruments that can affect the completion of the discount

8.5. The Signature Specimen of the Customer or of the Representative shall be collected, according to BCR's request, upon the signing of the Conventions, as well as subsequently (for example, when new Representatives are added, if applicable). The Signature Specimens shall be stored in BCR's systems.

8.6. BCR is entitled to refuse to execute a Bank Transaction or another Customer Instruction in any of the following circumstances:

8.6.1. BCR cannot verify the identity of the Customer or of the Representative/User

8.6.2. the identification elements provided by the Customer or by the Representative/User do not correspond to those registered in BCR's records; or

8.6.3. the signature applied on a document does not look according to the Signature Specimen

## **9. CUSTOMER KNOWLEDGE. MONEY LAUNDERING PREVENTION**

9.1. BCR has obligations required by the law concerning knowing its customers and preventing money laundering and the financing of terrorism. BCR may refuse to provide any Banking Service or to perform any operation if the Customer or the Representative do not comply with BCR's requests based on such legal obligations.

## **10. CONVENTIONAL REPRESENTATIVES**

10.1. In their relation with BCR, the Customer can act personally or by Representative.

10.2. Representation based on the Convention to open the Account:

10.2.1. The Customer may determine one or several Representatives, by nominating them when opening the Account or subsequently, by an Addendum signed before BCR representatives.

10.2.2. Empowering a person to represent the Customer in its relation with BCR shall remain valid for the entire duration of the Convention, until the date when BCR receives from the Customer a written notification concerning its revocation, termination (for any reasons, including by the expiration of the mandate or in any other way) or amendment.

10.2.3. At any time, BCR is entitled to request from the Customer any documents it considers necessary concerning a Power of Attorney Empowerment or its amendment.

10.2.4. BCR may (but it has no obligations to this effect) ask the Customer, at any time, to confirm or renew the empowerments given by the Customer in relation with the Accounts opened with BCR.

10.3. Representation based on an authentic power of attorney:

10.3.1. In case of the actions performed through of a Representative, the latter must provide BCR with a valid power of attorney granted by the Customer, authenticated.

10.3.2. BCR is entitled, but it is not under the obligation to also take into consideration a mandate granted by a power of attorney which is not concluded in an authentic form, if it has reasonable elements to make it believe that it was signed by the Customer.

10.3.3. BCR is entitled not to take into consideration the mandate granted based on a power of attorney which does not provide a duration of it, if, from the date of its authentication, more than three years have passed.

10.4. The power of attorney granted by the Customer to any Representative must comprise details concerning the operations the Customer wishes the latter to perform in their behalf and for them.

10.5. To protect the Customer's interests, BCR shall proceed to identify the Representative, according to the rules established in Clause 8 (*Customer Identification*) above.

10.6. The Customer undertakes to notify BCR on the amendment, termination or revocation because of any reason of the mandate awarded to the Representative or to another person, in the least time possible since the occurrence of the event. The mandate, the term of which did not expire, shall be opposable until the receipt by BCR of the mentioned revocation notification.

10.7. The Representatives appointed by the Customer by means of the relevant Conventions for the current accounts shall be acknowledged, in relation to BCR, unlimited rights on the Current Account. The Representatives from the relevant Conventions to which the right to terminate/set new Saving Products was awarded, are empowered to perform from/through the attached Current Accounts all of the operations necessary to realize the power of attorney granted through the relevant Convention.

10.8. The Customer is liable and shall cover in full the risk of any loss suffered because of the breach of the obligation to notify BCR concerning the amendment, termination or revocation of the mandate awarded to a Customer's Representative.

## **11. ABSENCE OF THE EXERCISE CAPACITY. LIMITED EXERCISE CAPACITY OF THE CUSTOMER**

11.1. In all legal documents and operations with BCR, the Customer having no exercise capacity shall be represented by their legal Representative. In all legal documents and operations with BCR, the Customer having limited exercise capacity shall be able to perform operations personally, with the legal Representative's agreement or, if applicable, with the authorization of the custody authority or through the legal representative.

11.2. The legal representatives of minor natural persons or of natural persons whose incapacity was adjudicated by the Courts of Law may open Accounts and perform operations on behalf of the Clients they represent, observing the limits provided by the law.

11.3. The minor Customer having a limited exercise capacity (above 14 years of age) can perform operations concerning the Banking Services with the legal representative's agreement and, as applicable, with the agreement of the custody authority and with the endorsement of the family council. The agreement of the legal representatives (parents/guardian/special curator) can be expressed directly within a Convention, upon its closing, or based on the statement given upon the closing of the Convention at the latest, before BCR or in an authenticated form, before the notary public, according to the models made available by BCR (if available). The custody authority's agreement and the family council's endorsement shall be presented to BCR by the minor's legal representative.

11.4. The minor Customer is entitled to deposit in their Accounts opened with BCR, without the agreement of the parents/guardian/special curator, any amounts, provided the total value of the amounts existing in the Accounts held by them does not exceed the level of the amount guaranteed by the Bank Deposit Guarantee Fund. The minor Customer is entitled to deposit amounts in their accounts opened with BCR, with the agreement of the parents/guardian/special curator, if the total amounts submitted in the Accounts opened with BCR exceeds the level of the amount guaranteed by the Bank Deposit Guarantee Fund.

11.5. For the minor Customer having no exercise capacity (14 years of age), all operations concerning the Banking Services are performed through their legal representatives. For the Customer who is of age, but whose incapacity was adjudicated by the Courts of Law, all operations concerning the Banking Services are performed by a guardian or by a special curator, as applicable.

11.6. If the amounts submitted in the minor Customer's accounts are declared as being amounts that exceed the minor's sustenance and their assets' management needs, the minor Customer's legal representatives shall be able to use them only after presenting the prior authorization of the custody authority. For the amounts deposited in the minor's Accounts, declared necessary for the minor's sustenance and their assets' management needs, the legal representatives shall be able to use them without the authorization of the custody authority.

11.7. The minor Customer's legal representatives may not transfer amounts from their Accounts for concluding material risk transactions (including, without being limited to, transactions on the capital market).

## **12. PERSONS WHO ARE UNABLE TO READ OR WRITE**

12.1. In their relation with BCR, the Customer who is unable to read and/or write shall perform any legal documents:



- 12.1.1. in a written form, in the form of an authenticated document;
- 12.1.2. through a Representative with an authenticated special power of attorney; or
- 12.1.3. through any other legal means ensuring the validity of the Customer's consent concerning the respective document.

### **III. PERSONAL DATA PROTECTION. BANK SECRECY**

#### **13. CONCERNED PERSONS**

13.1. For the purposes of this chapter, the concerned persons are the Customer (including after the termination of the provision of the Banking Services), the Representatives, the Users, the copayers (codebtors) and the fidejussors, any potential customers and the members of their family.

#### **14. PERSONAL DATA PROCESSING AUTHORIZATION**

14.1. Romanian Commercial Bank processes personal data and is registered in the register of ANSPDCP related to personal data processing under no.3776 as data controller for "bank financial services" and no.3772 as a data controller for "advertising and marketing," according to Law no.677/2001.

14.2. By the Contractual Documentation, BCR offers the Customer the right to choose in relation to certain matters concerning the processing of their personal data, according to the provisions of Law no. 677/2001. The provisions of this chapter shall apply according to the choices made by the Customer to this effect.

14.3. Depending on the choices expressed by the Customer, BCR shall be able to process the information recorded in its name in BCR's records and to send them to the Biroul de Credit SA (Credit Bureau), to the Central Credit Register and/or to another centrally organized database managed by a public and/or private company for the processing of such information and for referring to the information recorded in their name in the respective database by any credit institution participating in a debtor records system (both by providing data on the loans contracted by their own customers and by requesting data from the other institutions in the records system concerning the loans contracted by their customers) whenever necessary, for initiating or developing a contractual relation with the respective credit institutions and according to the legal provisions. In the absence of such consent, BCR shall not send these data to the entities mentioned in this article, except if the data is sent according to the legal obligations, case in which BCR shall be able to send to these entities positive or negative information or information concerning discrepancies and fraudulent persons, provided the Customer is previously notified, in the manner and under the conditions determined by the applicable regulatory acts.

14.4. Observing the options expressed by the Customers, BCR understands to use the personal number or any other unique identification element (for non-resident natural persons) only for identifying the Customer and, during the personal processing, it shall monitor all obligations provided by the applicable laws.

#### **15. DATA CATEGORIES**

15.1. Personal data are all pieces of information concerning a natural persons, identified or identifiable, namely: name and surname, name and surname of the family members, sex, date and place of birth, citizenship, signature, marital status records, pension file number, phone/fax, address of domicile/residence, e-mail, profession, place of work, professional training – diplomas-studies, family status, economic and financial situation, data concerning owned assets, bank data, image, Card number, card expiry date, IBAN account, series and number of the identity document, data concerning the state of health, information necessary for performing the activities permitted to the credit institutions, according to the Banking Law.

15.2. The Customer is under the obligation to provide these personal data, which are necessary for providing Banking Services. The Customer's refusal to provide such data determines the impossibility to provide Banking Services.

#### **16. PROCESSING**

16.1. Personal data processing shall represent any operation or set of operations performed over personal data, by automated or non-automated means, such as: collection, registration, organization, storage, adjustment, amendment, extraction, reference, use, transmission to third parties, combining, blocking, erasing, destruction or archiving.

#### **17. DATA RECIPIENTS**

17.1. The data recipients can be: the concerned person, the legal representatives of the concerned person, BCR

representatives, other natural persons or legal entities which process personal data on behalf of BCR (except for authorized agents such as lawyers, advisors, accountants or auditors), contractual partners of BCR, entities within BCR Group, judicial authorities, central public authorities, local public authorities, police, suppliers of services and goods, banking companies, credit bureaus, debt collection or receivable collection agencies, insurance and reinsurance companies, professional organizations, market research organizations.

17.2. In case of international transfers made by SWIFT, the personal data mentioned in the transfer documents may be accessed by the Nord-American authorities (the US Treasury Department), for applying the national legislation on preventing money laundering or combating terrorism.

## **18. PROCESSING DURATION. SUBSEQUENT DESTINATION OF THE DATA**

18.1. In order to realize the mentioned purposes, BCR shall process the personal data during the entire period of developing the BCR activities, until the moment when the Client, the Representatives or the Users make use of their right of opposition.

18.2. Subsequent to the conclusion of the personal data processing operations, for the purposes for which they were collected, if the concerned persons do not make use of their right of opposition according to the law, such data shall be archived by BCR for the period provided by the legislation in force (especially concerning the National Archives) or they shall be destroyed.

## **19. TRANSFERS OF DATA ABROAD**

19.1. The transfers of data by BCR may be made within the country and abroad and/or outside of the EU space and of the European Economic Area, as a result of or for executing a Convention concluded or which will be concluded in the interest of the concerned person, between BCR and a third party, provided the State of destination ensures adequate protection levels. If such conditions are not fulfilled, BCR shall not transfer such data according to this clause, except for the case in which such a transfer is made while executing the Banking Services provided by BCR to the Customer.

## **20. RIGHTS OF THE CONCERNED PERSONS**

20.1. The concerned persons can exercise all rights provided by Law no. 677/2001, especially: (i) the right to information; (ii) the right of access to data, (iii) the right of intervention, (iv) the right of opposition, (v) the right not to be subject to an individual decision, (vi) the right to address to the National Supervisory Authority For Personal Data Processing or to the Courts of Law.

20.2. The concerned persons may exercise their right of access, the right of intervention and the right of opposition by sending to BCR, to any Bank Unit, a written request, dated and signed, which shall be answered by BCR within 15 days from having received the request. A legible copy of the Customer's identity document shall be enclosed to the request.

## **21. BANK SECRECY**

21.1. BCR shall keep the confidentiality of all facts, data and information concerning the activity performed in relation with the Customer, according to the provisions of the Banking Law and of other applicable regulations.

21.2. The Customer understands and accepts that BCR is entitled or, as applicable, is under the obligation to disclose such facts, data or information to any competent authorities having supervisory responsibilities at individual or, as applicable, at consolidated or sub-consolidated level, according to the Banking Law.

21.3. BCR shall be able to provide any information on any of the concerned persons and on the Contractual Documentation, as it shall consider necessary or advisable, to any person to which it intends to assign or transfer all or any of its rights and obligations arising based on the Contractual Documentation.

21.4. BCR shall take all reasonable measures for its representatives or employees not to use for their own benefit or for the benefit of another, directly or indirectly, information subject to professional secrecy in the banking sector, they have or they became aware of by any means.

## **IV. INSTRUCTIONS**

### **22. GENERAL MATTERS. FORM OF THE INSTRUCTIONS**

22.1. The provisions of this chapter shall also be applied in relation to the Instructions sent to BCR by a Representative.

22.2. BCR shall execute a Customer Instruction if it is clear, objective, complete and sent according to the applicable conditions in the Contractual Documentation and compliant with the regulations applicable to the Customer and to the operation the Instruction refers to. Otherwise, BCR shall be able to refuse the execution of the Instructions received from the Customer. Even if an Instruction does not observe the layout provided in the Contractual documentation, BCR can decide (without having any obligations to this effect) to execute the respective Instruction if, in the sent form, it comprises all specifications necessary for its performance.

22.3. For the security of operations, in case of the Instructions ordered by the Customer through the 24 Banking BCR, BCR may ask the Customer to confirm the respective Instructions, by means of communication similar or different than those through which the Instruction was sent.

22.4. If, according to the Conventions, the Customer initiates Instructions through 24 Banking BCR, they are under the obligation to take the appropriate precautionary measures to avoid transmission errors or unauthorized use.

22.5. BCR may request any supporting documents concerning the Bank Transactions ordered by the Customer (prior or subsequent to the execution of any Bank Transaction), when it considers necessary, the Customer being under the obligation to provide the requested document to BCR as soon as possible. BCR may refuse to perform subsequent Bank Transaction or Transactions if the requested Documentation is not provided in due time.

### **23. SIGNING THE INSTRUCTIONS**

23.1. Provided that other applicable requirements are fulfilled, BCR shall execute an Instruction sent by the Customer if the signature applied on it is similar in appearance with that in the Signature Specimen. If BCR does not hold a Signature Specimen of the Customer or their signature is not similar in appearance with that on the Instruction, BCR shall refuse to execute such Instructions, except if it can be proven by some other means that the respective signature belongs to the Customer.

23.2. The Instruction provided through an electronic means of communication can be considered an Instruction signed by the Customer if the specific conditions are observed. Signing the Instructions according to the Signature Specimen is not also applicable to the Instructions sent by 24 Banking BCR, for which there are specific authorization regulations.

23.3. Each empowerment, authorization or Instruction such as a mandate given by the Customer to BCR through or in relation to the Contractual Documentation shall be considered given for the entire period of the Contractual Documentation, except for the cases in which the parties expressly agree, in writing, a different validity period of the respective empowerment, authorization or Instruction. The provisions of Art. 2,015<sup>1</sup> of the Civil Code are not applicable to any such empowerment, authorization or Instruction.

23.4. BCR may execute any empowerment, authorization, Instruction such as a mandate given by the Customer, either personally or through other persons chosen by BCR.

23.5. Until the completion of the term for which they are given or until the termination of ABS or of the relevant Conventions, each empowerment, authorization, Instruction such as a mandate given by the Customer to BCR through or in relation to the Contractual Documents shall be considered irrevocable, except for the cases in which the parties expressly agree, in writing, the possibility of revocation.

### **24. LAWFULNESS**

24.1. If BCR considers that the provision of the Banking Services, according to the Instructions received from the Customer, would result in breaching any applicable legal provisions, BCR shall be entitled not to execute such Instructions.

24.2. The Customer agrees that BCR is entitled, but it is not under the obligation, to investigate in order to clarify the legal matters mentioned above and they shall accept the decision made by BCR based on a reasonable analysis of it, based on the available documents and information.

### **25. FINANCIAL MARKET PROTECTION**

25.1. If BCR considers that the provision of the Banking Services, according to the Instructions received from the Customer, would result in deteriorating the financial market transparency, BCR shall be entitled not to execute such Instructions.

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<sup>1</sup> Art. 2015 of the Civil Code: “*If the parties did not specify a term, the contract to be amended shall be terminated within 3 years from its conclusion.*”

## **26. COMMUNICATION OF THE NON-EXECUTION**

26.1. By using the agreed means of communication, BCR shall notify the Customer on the Instructions that were not executed, together with the reasons of the refusal, if such a thing is possible and if it is not forbidden by relevant legal provisions. Depending on the specifics of the relevant Banking Service, the Customer shall also be able to become aware of the non-execution of the operation by consulting the relevant Statement of Account, which will not comprise the ordered but not executed operation.

## **27. WORKING HOURS**

27.1. BCR provides Banking Services during the Banking Days, according to the Working Hours displayed at the Bank Units and on the Website.

27.2. The Customer's instructions shall be executed by BCR in correlation with the systems by which these Instructions are processed, taking into account the time limit established for performing the relevant bank operations.

27.3. BCR may appoint some days as Banking Days or as days that are not Banking Days, this information being communicated and opposable to the Customer by the displaying of the Working Hours at the Bank Units, on the Website and by information available at the BCR Contact Center.

## **28. THE AREA WHERE THE BANKING SERVICES ARE PROVIDED**

28.1. BCR may determine that certain Banking Services intended for natural persons are offered only through certain Bank Units. In such a case, the list of Banking Services provided by each of the Bank Units can be found on the Website. If such a list is not found on the Website, the Banking Services intended for natural persons are offered through any Bank Unit. Such list shall be amended by the Communication.

## **29. CANCELLATION OR AMENDMENT OF THE INSTRUCTIONS, UPON THE CUSTOMER'S REQUEST**

29.1. BCR is not under the obligation to cancel or amend an Instruction validly received from the Customer, even if they submit a revocation or amendment request in relation to the respective Instruction.

29.2. As an exception, if BCR agrees with the amendment or cancellation of an Instruction received from the Customer, BCR shall charge the fees and Costs specific to such operations, according to the applicable Convention or to the Standard Commission Fees.

## **V. COMMUNICATION BETWEEN THE CUSTOMER AND BCR**

### **30. COMMUNICATIONS. NOTIFICATIONS. INFORMATION.**

30.1. Communications have a general nature, being addressed to all BCR customers. BCR shall make any communication by displaying it at the Bank Unit head office and/or by publishing it on the Website and/or by another means of mass communication. The Communication Date shall be considered the date of the displaying or publishing, as possible.

30.2. In opposition to the Communications, the Notifications and the Information are addressed to the Client directly.

30.3. Except for the situations in which a certain layout of Notification is expressly provided in the Convention or is required by a legal provision, BCR may send any Notification to the Customer by any of the following means, at BCR's choice: simple or registered mail with acknowledgement of receipt, direct delivery by BCR or by mail, courier, phone call, Mailbox, fax, SMS, e-mail or any other means of electronic communication.

30.4. Any Notification made by BCR through a courier or postman shall be considered received by the Customer in the fifth (5) Business Day from dispatch, if there is no proof of it being received earlier by the Customer. Any Notification sent by fax, SMS, Mailbox, e-mail or any other means of electronic communication is considered received by the Customer in the day of dispatch.

30.5. Any correspondence sent by BCR to the Customer by mail or by courier at the latest address determined according to the provisions of Art. 30.6 and being returned as not received because of the Customer's failure to fulfil the obligation to notify BCR concerning any modification of the data stated in the Contractual Documentation, shall be considered sent at the date specified on the envelope by the post office as being returned.

30.6. For any Notification and/or Information, BCR shall use the contact details from the address of correspondence made available by the Customer. In case of a letter, BCR shall take into account the Customer's address, according to the option formulated by the Customer by the Convention. If an option was not expressed or if an address of

correspondence was not decided, BCR shall use the address of domicile or of residence.

30.7. BCR may send to the Customer goods or items, regardless of their value, through any means established by BCR as being appropriate, without BCR having the obligation to ensure such goods or objects or being liable for their reaching their destination in an appropriate manner.

30.8. In the absence of expressly contrary provisions, any Notification by the Customer to BCR shall be made by registered mail with acknowledgment of receipt or by its registration at the head office of the Bank Units.

30.9. If the Customer is party to a Convention concerning the use of 24 Banking BCR, BCR may communicate with the Customer through the electronic means of communication and send such messages and Notifications. The messages or Notifications sent by BCR through the services made available by 24 Banking BCR shall be considered received by the Customer at the date when they are provided to the Customer.

30.10. At any time during the business relation, the Customer is entitled to receive, upon request, in written form or on any other lasting media, the version in force of the ABS, as well as of the Standard Commission Fees.

### **31. REGISTRATION AND ARCHIVING OF THE COMMUNICATIONS WITH THE CUSTOMER**

31.1. The Customer agrees for BCR to record any phone conversation between BCR and the Customer, the latter informed of this matter before each discussion by phone and having the right to terminate the call if they do not agree with the recording. The Customer's disagreement with the recording of the call shall lead to the non-performance by BCR of the respective Instruction.

31.2. Also, the Customer agrees for BCR to archive the records of the communications by phone and any Instructions or documents received from the Customer. These measures are aimed to avoiding any discrepancies which may arise from a misunderstanding or erroneous interpretation of a certain act or Instruction and serve both for the protection of the Customer's interests, as well as for BCR's.

### **32. DOCUMENTS IN AUTHENTIC FORM AND BEARING AN APOSTILLE**

32.1. BCR may request for the documents sent to it by the Client to have a special form (authenticated document, notarized copy or another form of certifying the conformity of a copy with the original), even if such a form is not necessary according to the legal provisions.

32.2. Concerning the documents signed abroad and which are sent to BCR by the Customer, BCR reserves the right to request for such documents to be superlegalized or, if applicable, to bear an apostille.

### **33. ROMANIAN LANGUAGE. AUTHORIZED TRANSLATIONS**

33.1. BCR is not under the obligation to accept any document issued in a language other than Romanian, except if otherwise stipulated in the Convention concluded with the Customer. In any case, BCR may ask the Customer to provide a notarized authorized translation into Romanian of such a document.

### **34. NOTIFICATION OF THE CHANGES IN THE CUSTOMER STATUS**

34.1. The Customer shall notify BCR, at their own expense, in writing, within 5 (five) calendar days from its occurrence, on any change concerning their situation, namely concerning any information and/or documents previously provided to BCR and they shall provide to BCR documents that certify the respective amendment and any other information requested by BCR, in the form requested by it. The obligation of notification applies to:

34.1.1. any change concerning the identity or the identification of the Customer or of the Representatives, the Signature Specimen or the mandates granted;

34.1.2. any change of any date or information provided to BCR in relation to any Convention, other Contractual Documentation or Bank Transaction, including concerning the codebtors, fidejussors, guarantors or any other person which is a party to the Contractual Documentation or which is referred to in the Contractual Documentation;

34.1.3. any fact or change, which could affect the Bank Transactions ordered by the Customer or the provision of the Banking Services;

34.1.4. Any change or event which can be considered as unfavourably affecting the Customer's ability to fulfil its obligations to BCR, resulting in or in relation to the Contractual Documentation; and

34.1.5. any fact that may determine the Customer, the Representatives or the copayers (codebtors) and their fidejussors to be considered Customer in Special Relations with BCR, according to the applicable regulations.

34.2. Any such notification shall become opposable to BCR starting with the first Bank Day following the day in which BCR has received a validly sent Notification to this effect.

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

### **35. CUSTOMER REPRESENTATIONS AND ASSURANCES**

35.1. The Customer provides each representation and assurance in this clause in favor of BCR, for filling in any other statements and guarantees given by the former in the contents of any Convention, considering that BCR has concluded the Contractual Documentation mainly based on each of these representations and assurances.

35.2. The Customer represents and assures BCR that:

35.2.1. they have the capacity of use and exercise as it results from the Contractual Documentation, having the capacity to contract the Banking Services that are the object of the Contractual Documentation, to grant guarantees and to appropriately undertake and fulfill all of the obligations according to the Contractual Documentation;

35.2.2. they have obtained all of the approvals from the competent authorities and they have performed all of the actions necessary or required according to the laws and regulations in Romania to be able to conclude the Contractual Documentation and to be able to appropriately fulfill the obligations arising from it;

35.2.3. the obligations provided to be undertaken by them based on the Contractual Documentation are legal, valid, compulsory, binding and enforceable for the Customer;

35.2.4. neither the conclusion of the Contractual Documentation, nor the observance of any provision of it breaches any law, regulation, judge's decision or of any nature, administrative order or any other type, applicable to the Customer, namely no type of contract, agreement or document legally binding the Customer or any of their goods;

35.2.5. all information provided to BCR by the Customer is real, complete and accurate at the date when they were supplied and it is not misleading in any way;

35.2.6. there is no litigation before the Courts of Law or of Arbitration or any administrative procedure in progress or imminent, and there are no requests of compensation or disputes that might affect the Customer's ability to fulfill their obligations undertaken by the Contractual Documentation.

35.3. The representations and assurances above shall be considered given by the Customer upon the future conclusion of any Convention with BCR, except if the former notifies BCR otherwise.

### **36. RIGHTS OF THE CUSTOMER**

36.1. In its relations with BCR, the Customer has the rights expressly awarded by the Contractual Documentation, as well as the rights provided by the law, in the extent in which they do not renounce them expressly and validly.

### **37. OBLIGATIONS OF THE CUSTOMER**

37.1. The obligations provided in this clause shall be in force during the entire period in which the Customer benefits of any of the Banking Services and, if applicable, subsequently, until the full reimbursement of any amounts owed by the Customer to BCR.

37.2. The Customer shall observe all legal provisions applicable to them and the non-observance of which could affect their capacity to fulfill their obligations to BCR.

37.3. The Customer undertakes to inform themselves diligently concerning the matters and information which are relevant for the execution of the Conventions (such as indices of reference, exchange rates, rates of the interests paid for the amounts in deposits), as they may be communicated by BCR or by relevant entities.

37.4. The Customer undertakes to provide accurately all data and documents that BCR may request, for the purposes of each Banking Service, as well as any other documents or information requested by BCR.

37.5. The Customer undertakes to fulfill accurately and promptly the information obligations resulted from the Contractual Documentation and to observe the payment terms of their obligations.

37.6. The Customer understands and accepts that, except for certain expressly contrary provisions, all of their obligations resulting from or in relation to the Contractual Documentation are obligations of result.

37.7. The Customer undertakes to notify BCR concerning any errors concerning data, information and/or systems of BCR or provided by BCR of which the Customer was aware of or had the possibility to reasonably become aware of when using a Banking Service.

37.8. The Customer undertakes to compensate BCR for any prejudice, damage, losses or expenses covered by BCR following the establishment of the Customer's financial liability for the payment refusals.

### **38. EXECUTION OF THE OBLIGATIONS BY THE CUSTOMER**

38.1. The Customer is held liable to fulfill their obligations to BCR, which suppose the Customer's physical presence at the Banking Unit where the Customer has opened their Accounts, as provided by the Conventions or by the ABS.

38.2. The remittance by BCR of the title ascertaining the receivable does not generate the presumption of having settled the Customer's payment obligation to BCR.

38.3. The Customer is deemed in default by law concerning the execution of their obligations, by simply reaching of the deadlines provided in the Contractual Documentation, without having to place them in default or other formalities being necessary. Without limiting the applicability of the above-mentioned provisions, the Customer is also in default by law, without having to place them in default or other formalities being necessary, if the Customer has clearly shown the intent of not executing any of these obligations arising from the Contractual Documentation or when, in case of a successively executed obligation, they refuse or neglect to executed the obligation repeatedly.

### **39. RIGHTS OF BCR**

39.1. In its relations with the Customer, BCR has all of the rights expressly granted by the Contractual Documentation, as well as all of the rights awarded by the law.

39.2. BCR can take all measures necessary or useful to preserve its rights, as well as to ensure proof, the fulfillment of certain advertising and information formalities on behalf of the Customer, exercising derivative actions or revocation actions or taking preventive measures, the Costs related to such measures being covered by the Customer.

39.3. Without limiting the general nature of those mentioned above, BCR has the following basic rights:

39.3.1. to refuse to execute any Instructions if they are contrary to the BCR policies or procedures, including the internal procedures or those at BCR Group level, as well as to the international standards that BCR applies, the law or an order issued by a competent authority;

39.3.2. to refuse to provide Banking Services if such an activity could lead to a conflict of interests between BCR and the Customer or between the Customer and other BCR customers;

39.3.3. to offset the commissions, interests, bank charges and any other amounts owed to BCR according to the Contractual Documentation, as well as the due or overdue installments of the Loan or any other liability of the Customer to BCR, including the amounts owed by the Customer as a result of their non-observance of a promotional campaign regulation of which the Customer has benefitted, with the amounts existing in any Account of the Customer, including in any deposit Account (even one not having reached maturity) or with any amounts the Customer is to receive from BCR from any Bank Transactions or from the Contractual Documentation in force (including any Court claims), regardless when they are due and the legal basis according to which they are due, without the Customer's prior agreement, other than that expressed by signing the ABS, if the Account mentioned in the relevant Contractual Documentation does not contain the amounts necessary for covering the mentioned BCR expenses. In order to realize any of its rights, including those mentioned above, BCR is authorized by the Customer to debit any Accounts of the Customer (including Current Bank Accounts, deposit accounts, savings accounts or any other type of accounts), regardless of the currency of the Accounts, with the amounts related to the commissions and Costs owed by the Customer for the Banking Services provided to the Customer. In case of deposit accounts not yet matured, the amounts remaining after the payment of the Customer's payment obligations to BCR shall be transferred to the Customer's Account through which the deposit was set and the interest appropriate to the Account to which they were transferred shall be awarded as bonus. In case of Accounts opened in foreign currency, the Customer empowers BCR to perform in their behalf and in their account any foreign exchange rate operation for recovering the amounts mentioned above, at the BCR Exchange Rate of Reference from the moment when the exchange operation is performed; and

39.3.4. To send to the Payment Incidents Register, to the Central Credit Register and to the Credit Bureau, as well as to other competent authorities, information concerning the risk, as well as information concerning the Loans,

fraudulent activities and information concerning discrepancies in the documents or representations registered on behalf of the Customer and/or its representatives, to process and consult it whenever necessary.

#### **40. OBLIGATIONS OF BCR**

40.1. BCR executes prudently and diligently the obligations it undertook through the Contractual Documentation. BCR undertakes to the Customer only the obligations indicated expressly in the Contractual Documentation.

40.2. BCR shall provide in the Customer's favor only the Banking Services contracted according to the Conventions concluded between BCR and the Customer.

40.3. BCR shall execute exclusively the operations for which it receives Instructions according to the provisions of the Contractual Documentation in force at the date when the Instructions are transmitted.

40.4. BCR shall remunerate the credit balances of the Accounts according to the relevant Conventions, applicable to each Account or type of specific Accounts.

#### **41. LIMITATION OF BCR'S RESPONSIBILITY**

41.1. BCR can be held liable only for the actual prejudice suffered by the Customer, caused directly by BCR by breaching the obligations undertaken by the Contractual Documentation.

41.2. BCR does not undertake responsibility concerning the changes of the market circumstances and conditions considered by the Customer upon the signing of any Convention. These risks are undertaken by the Customer.

41.3. BCR's liability does not arise in abnormal and unforeseen circumstances, outside of BCR's control, the consequences of which could not have been avoided despite all diligences to this effect and/or of BCR is under the obligation to observe other legal provisions.

41.4. BCR cannot be held liable for losses caused by fluctuations of the indices of reference or by fluctuations of the exchange rate or from the exchange rate performed at another credit institution involved in the relevant Bank Transaction, regardless of the country where it operates.

41.5. BCR cannot be held liable for prejudice resulted from enforcement actions or from preventive measures ordered in relation to the Customer's Accounts, goods or assets, deposited with BCR.

41.6. BCR cannot be held liable for any prejudice the Customer might suffer following enforcement actions by in case of the Customer not observing the undertaken obligations.

41.7. BCR cannot be held liable for prejudice caused to the Customer arising from operations ordered by the competent authorities, according to the legal provisions.

41.8. BCR is not liable concerning the receipts in or from abroad in none of the following cases:

41.8.1. payment suspension, moratorium over payments or seizure of the amounts of money to the foreign receiving or paying agent by third parties in relation with the respective agent or by the authorities in the jurisdiction where it operates;

41.8.2. the beneficiaries' refusal to receive the sent amounts; or

41.8.3. the lack of information necessary for the processing of an operation.

41.9. BCR cannot be held liable for prejudice resulting from deeds or actions of the Customer made by breaching the legal provisions.

41.10. BCR cannot be held liable for the blocking of the Accounts or for the effects of such blocking, if funds having a special destination or from certain sources are circulated through the Accounts, considering that, according to the legal provisions, the amounts of money entered into the Account are depersonalized once they enter the account.

41.11. BCR shall not be liable for the consequences of any refusal of BCR to execute the Instructions of the Customer or of the Representative, if the identification elements or the signatures provided by any of them are incomplete or inaccurate as compared with the information and the Signature Specimen in BCR's records.

41.12. BCR cannot be held liable for executing Instructions it suspects they suppose the breaching of legal provisions.

41.13. BCR is not liable if a request for the authorization of a payment from the Account is refused or if a Card attached to the account is not accepted for payment, following an event that cannot be controlled by BCR.

41.14. BCR is not liable for the prejudice resulted from the fulfillment of Instructions given by a Representative whose



mandate was revoked without having appropriately informed BCR.

41.15. BCR is not liable for the operations made by the Representatives until the submission of the proof concerning the Customer's decease.

41.16. BCR cannot be held liable for any prejudice caused as a result of the Customer's failure to communicate, in due time and safely, the modification of the information or data made available to BCR by the Customer, including concerning the Customer's contact information.

41.17. In case of remitting an Instruction through 24 Banking BCR, BCR is not liable for the execution of the respective Instructions, if they were issued by unauthorized persons who were aware of the access passwords and of the specific identification elements or they were issued by the Customer without observing the technical requirements provided in the relevant Conventions.

41.18. Except if it expressly undertook to do so, BCR is not under the obligation to provide assistance to the Customer concerning the operations they perform and it cannot be held liable for the economic losses or of any nature which may result from such operations.

41.19. BCR may decide, for sound reasons, for any of the Banking Services not to be available in certain moments, even during the Working Hours. BCR shall take steps for such decisions to be communicated in advance and to have as little impact as possible on the Customer's interests, but it cannot be held liable for any prejudice suffered by the latter.

41.20. If BCR received requests by SWIFT messages to reimburse funds that have credited the BCR Customer's Accounts as a result of frauds the existence of which is indicated and/or confirmed by SEPA, BCR shall be entitled to immediately debit the Customer's Accounts, without previously informing the Customer. BCR shall not be held liable for such an operation, being considered irrevocably empowered to this effect, nor shall it compensate the Customer for any damage (including interests that will no longer accrue related to the amounts thus debited) which may arise following the debiting of the Customer's accounts, in the circumstances mentioned in this Article.

41.21. These general rules concerning the parties' liabilities shall be supplemented as follows:

41.21.1. concerning the Payment Operations, BCR's liability can only be committed within the limits established in Clause 80 of Chapter XIII (*PAYMENT OPERATIONS*) of the ABS.

41.21.2. concerning the Card Operations, BCR's liability can only be committed within the limits established in Clause 91 of Chapter XIV (*Card Operations*) of the ABS.

41.21.3. concerning the internet banking and phone banking Operations, BCR's liability can only be committed within the limits established in Art. 95.7 of Chapter XV (*24 BANKING BCR*) of the ABS.

## **VII. INTEREST**

### **42. INTEREST RELATED TO THE CREDIT BALANCES**

42.1. For the amounts available registered in the Current Bank Accounts, BCR uses the interest level related to the amounts available upon demand. For certain periods and/or for certain Banking Services, according to the specific Convention, BCR may not award interest to the amounts available upon demand registered in the Current Bank Accounts. For the funds deposited in the Accounts in relation to bank deposits, BCR uses the interest level according to the Conventions for setting the respective deposits.

42.2. BCR does not compute interest for the amounts under the minimum levels established by Conventions and displayed visibly at the Bank Units or on the Website.

42.3. Unless otherwise agreed, the interest is computed monthly for a year with 365 (366) - days, according to the formula  $365(366)/365(366)$ .

42.4. The interest is awarded as bonus by BCR, monthly or at different periods, depending on the characteristics of each Banking Service, as specified in the relevant Conventions.

42.5. Upon the expiry of the validity of a Convention, BCR shall compute and award as bonus the interest related to the funds in the Account until the respective date, according to the rules specified in the relevant Conventions.

42.6. The interest payable by BCR shall be reduced with the tax owed by the Customer for the interest revenues, according to the applicable legal provisions and chapter IX (*FEES*) in the General Provisions section of the ABS.

### **43. INTEREST RELATED TO THE DEBIT BALANCES**

43.1. If the Customer registers overdrafts that have not been agreed by a Contract, BCR shall charge a penalty interest, computed from the day when the respective overdraft was generated.

### **44. PENALTY INTEREST**

44.1. If the Customer does not fulfill any payment obligation to BCR at the deadline provided in the Contractual Documentation (or upon BCR's request, in case of the payment obligations that must be fulfilled upon demand) or the amounts withdrawn without having been agreed through a contract (if applicable), BCR may charge the Customer penalty interests related to the unpaid amounts, within the limits and at the value established in the applicable Convention, if applicable. The unpaid amount shall bear a penalty interest starting with the first day of non-payment (inclusively) and until the day when the full payment is made (exclusively).

### **45. THE INTEREST FOR CASES OF BCR'S FAULT**

45.1. If BCR, because of its own fault, does not comply with the deadline set in the Contractual documentation for executing a Payment Instruction validly sent by the Customer, BCR shall pay to the Customer a penalty interest equal to the interest applicable by BCR for the Current Accounts in the currency of BCR's payment obligation, valid in the respective period, for the duration of the delay.

## **VIII. BANK SERVICES COSTS**

### **46. COSTS**

46.1. For the Banking Services provided by BCR, the Customer shall pay commissions, fees, as well as any costs owed to third parties, according to the Contractual Documentation. BCR shall provide Banking Services to the Customer only in the extent in which all costs related to them have been paid in full by the Customer.

46.2. The computation of commissions, fees and charges shall be made at the NBR Exchange Rate of Reference valid for the day when they are entered into the accounting records.

46.3. BCR is entitled to automatically debit the Accounts with any amounts owed by the Customer for the Banking Services provided.

46.4. The inquiries performed by BCR at the Customer's request for the execution of an Instruction or as a result of fulfilling certain obligations of BCR based on regulatory acts are charged with commissions according to the Standard Commission Fees in force. To these commissions, the commissions for inquiries charged by other credit institutions may be added as applicable.

46.5. BCR may ask the Customer to advance or reimburse the Costs that must be incurred by BCR for recording rights, facts and legal relations in public registers. BCR may refuse to perform the operations requested by the Customer if the Customer does not advance the necessary amounts.

46.6. The Costs related to the use of the communication and data transfer services for the use of 24 Banking BCR shall be covered by the Customer.

46.7. In the case, the Account Balance for a certain Account is zero, BCR may decide unilaterally and without prior notice to the Customer, to apply zero commission for the respective Account. When the Account Balance shall have a positive value, these commissions shall then gain the value stipulated in the Contractual Documentation. In any case, BCR may decide, unilaterally and without notifying the Customer, to apply smaller commissions than those agreed upon in the Contractual Documentation, as well as decide later, under the same circumstances, to return to the commissions settled by the Contractual Documentation.

### **47. COMPENSATION. EXPENSE RECOVERY**

47.1. The Customer shall refund to BCR any Costs BCR may cover in relation with the Banking Services, including those concerning the preparation, signing or dispatching of any documents related to the Banking Services.

47.2. The Customer shall compensate BCR within three (3) Bank Days from the request addressed to BCR concerning any cost, loss or expense incurred by BCR as a result of:

47.2.1. the breaching by the Customer of any obligation related to the Contractual Documentation;

47.2.2. the investigation of any event BCR considers a breach of the Customer's obligations;

- 47.2.3. a BCR action according to an Instruction of the Customer, of a Representative or of any authorized agent of theirs, that BCR reasonably considers accurate and appropriately authorized; or
- 47.2.4. obtaining amounts or any other benefits from Bank Transactions based on erroneous data, information and/systems the Customer was aware of or they had a reasonable possibility to become aware of and/or if the transacting decision was taken considering the existence of an undue benefit, obtained or intended, following the performance of such Bank Transactions and/or of a non-specific advantage of price and/or of the conditions or following the performance of a Banking Service under the above mentioned conditions.

#### **48. CHARGING THE PAYMENT**

48.1. If BCR receives a deposit or a payment that is not sufficient to cover all amounts owed at the respective moment by the Customer according to the Contractual Documentation, BCR shall use the amount thus received distributing it in the following order:

- 48.1.1. first of all, for the payment of any insurance premiums owed, but not paid;
- 48.1.2. second, for the payment of any Costs owed, but not paid (overdue);
- 48.1.3. third, for the payment of any penalty interests, then of any interest due, but not paid;
- 48.1.4. fourth, for the payment of any amount representing the reimbursement of capital due, but not paid;
- 48.1.5. fifth, for the payment of any current Costs, current interest, working capital;

48.2. In case of a challenge between amounts owed from different Conventions, and BCR receives a deposit or payment that is not sufficient to cover all of these amounts, BCR shall use the amount thus received, distributing it in the following order:

- 48.2.1. First of all, for the payment of any amounts withdrawn without having been agreed by a contract;
- 48.2.2. second, for the payment of any insurance premium that may be owed by the Customer according to Clause 112 (*Insurance*) below;
- 48.2.3. third, for the payment of any overdue amounts related to any Loans, in the following order:
- (a) considering the type of debt and the number of days of delay to pay the amounts due related to the Loans, in a decreasing order of value: first of all, for the payment of the commissions, then of the interests, then of the capital, in chronological order of maturities
  - (b) considering the currency and the type of Loan:
    - for the payment of those amounts owed denominated in the currency of the submitted amount, if the Loans are not in the same currency
    - for the payment of the amounts related to secured Loans, then of the amounts related to unsecured Loans, if the Loans are in the same currency
  - (c) in case of Loans of the same type: first of all, for the payment of those amounts denominated in the currency of the deposited amount, then of other amounts owed denominated in currencies different than the submitted amount
- 48.2.4. fourth, for the payment of any overdue amount related to the Current Bank Accounts or the deposit accounts, in the following order:
- (a) in the chronological order of the maturity
  - (b) depending on the currency: first of all, for the payment of those amounts denominated in the currency of the deposited amount, then of other amounts owed denominated in currencies different than the submitted amount
  - (c) depending on the value: first of all, for the payment of lower overdue amounts, then for the payment of larger overdue amounts

48.3. For the matters that are not regulated through conventions, the legal provisions in the field of charging the payment shall apply.

48.4. For the performance of any foreign exchanges, the BCR Exchange Rate of Reference shall apply.

## **IX. FEES**

### **49. COMPENSATIONS FOR WITHHELD FEES**

49.1. The Customer shall make all the payments that must be made according to the Contractual Documentation, without any deductions or withholdings, except for the situations when such deduction or withholding is compulsory according to the legal provisions.

49.2. If the Customer is under the obligation, by law, to make a deduction or withholding, the amount to be paid by the BCR Customer shall be increased by an amount which, after the deduction or withholding was made, to determine as amount actually paid to BCR an amount equal to that that should have been paid to BCR had such deduction or withholding not had to be made.

49.3. If the deduction or withholding represents a fee which, according to the legal provisions, had to be paid by BCR, then, by the increase made according to the provisions of the previous Article, the Customer holds a receivable over BCR equal to the value of the increase. This claim shall be paid by BCR within 30 days after the Notification by the Customer of the latter having paid the respective fee. The Customer's notification shall be accompanied by the supporting documents concerning the payment.

### **50. WITHHOLDING THE TAXES OWED BY THE CUSTOMER TO THE ROMANIAN STATE**

50.1. BCR shall hold and transfer the taxes owed by the Customer to the Romanian State, according to the applicable regulations, taking into account, if applicable, the provisions of the double taxation treaties Romania is a party to.

## **X. SECURITIES**

### **51. SECURING THE CUSTOMER'S OBLIGATIONS**

51.1. Depending on the specific nature of the Banking Services, BCR may ask the Customer to set or replenish security mortgages, real property mortgages or personal security (hereunder collectively referred to as the "Securities") to guarantee their obligations concerning the Banking Services. Observing the applicable legal provisions, the Customer shall, therefore, set or replenish such Securities requested by BCR or they shall replace them with others of the same type, as applicable. All Costs related to the setting, advertising, replacement, replenishment and/or settlement of the Securities shall be supported exclusively by the Customer.

### **52. SECURITIES' VALUATION**

52.1. If (i) matters occur which can modify the value of a Guarantee (such as the market trend or the changes to the respective Security) or (ii) the requirement of valuating a Security is set by the law or requested by an authority, BCR is entitled to order the performance of an independent valuation report of it, the Costs being covered by the Customer.

### **53. USE AND INSURANCE OF SECURITIES**

53.1. The Customer, at their expense, shall preserve the goods that are the object of the securities and they shall use them with the diligence of a good owner, according to their destination.

53.2. If the nature of the goods pledged as securities allows it, the Customer shall insure them with an insurance company, assigning or mortgaging the rights related to the insurance contract in favor of BCR or by appointing BCR as beneficiary of the insurance allowance, according to BCR's request.

### **54. ENFORCEMENT OF SECURITIES**

54.1. If the Customer does not fulfil any of its obligations to BCR upon maturity, the latter shall be able to enforce any of the Securities, according to the Contractual Documentation. These provisions do not limit in any way BCR's right to start the enforcement procedure over any other asset of the Customer, even if it is not the object of a Security.

54.2. All expenses arising from the Security enforcement procedure, including the goods recovery and preservation expenses, shall be covered by the Customer.

## **XI. FINAL PROVISIONS**

### **55. PLACE OF PERFORMING THE ACTIVITY**

55.1. The Banking Services shall be performed at the Bank Units where the Customer has opened their accounts (unless otherwise provided in the Conventions) or through 24 Banking BCR.

### **56. THE INAPPLICABILITY OF A CONTRACTUAL PROVISION**

56.1. If one of the provisions of the Contractual Documentation is or becomes null, inapplicable or it can no longer be enforced, such a nullity, inapplicability or impossibility of enforcement shall not affect any other provision of the Contractual Documentation. In such a case, BCR and the Client shall strive to agree valid and applicable provisions which to replace the initial provisions, the new provisions having the same result and effect as that of the provisions they shall replace, within the maximum limit admitted by the law.

### **57. ASSIGNMENT. TRANSFER OF THE OBLIGATIONS**

57.1. The Customer may assign their rights and/or transfer their obligations based on the Contractual Documentation and/or assign the Contractual Documentation in full, only with the prior written agreement of BCR.

57.2. BCR may assign to a third party any of its rights in the Contractual Documentation, as well as the Contractual Documentation in full, together with the related Securities or it may transfer all of its obligations based on the Contractual Documentation and the Customer, the copayer (codebtor) and/or the fidejussor and/or their guarantor, as applicable, by signing the ABS, agree in advance and unconditionally to any such assignment or transfer. BCR shall notify the Customer and, as applicable, the copayer (codebtor) and/or the fidejussor and/or their guarantor, concerning the assignment of the rights or the transfer of the obligations arising from the Contractual Documentation or the assignment of the Contractual Documentation, by regular mail (except for the Notification of the assignment of a Loan, which is done by registered mail with acknowledgment of receipt), the assignment or the transfer becoming effective and opposable to the Customer and, if applicable, to the copayer (codebtor) and/or to the fidejussor and/or their guarantor, since the time when they consider that the letter was received, according to the provisions of Art. 30.4 - 30.6 above. The Customer understands and agrees that, in case of the assignment of rights and/or the transfer of obligations of BCR based on the Contractual Documentation and/or the assignment of the Contractual Documentation in full, made by BCR according to this article, BCR shall be free of the correlation obligations of the rights so assigned or, as applicable, of any and all of its obligations based on the Contractual Documentation, from the moment when the assignment and/or the transfer become effective. BCR is not liable for any additional expense payable by the Customer as a result of the assignment of the Contractual Documentation or of any rights arising from them.

### **58. MISCELLANEOUS PROVISIONS**

58.1. BCR's failure to exercise any right provided in the Contractual Documentation does not represent a waiver of it and BCR shall be able to use that right at any time until all of the Customer's obligations to BCR are settled.

58.2. If a Convention is or becomes null, the parties exclude the application of the conversion, the respective Convention not being able to cause other effects than those intended when signing it. If a Convention can be cancelled, the parties agree to reach a mutual agreement concerning the confirmation of that Convention, any elements that lead to the possibility of its cancellation being replaced with valid elements, by the parties' agreement.

58.3. Any computation, certification and/or determination made by BCR in relation to any amount that must be determined according to the Contractual Documentation, in the absence of an obvious nature, shall be compulsory to parties concerning the matters it refers to. Any computation error, proven by any of the parties, shall be corrected upon the request of one of the parties, without affecting the validity of the Contractual Documentation.

### **59. APPLICABLE LAW CONTRACT LANGUAGE**

59.1. ABS and the Conventions are subject, shall be interpreted and judged according to the provisions of the Romanian law.

59.2. If any part of the Contractual Documentation is prepared in any other language, in addition to the Romanian version, or simultaneously in two different languages, the Romanian version shall always prevail.

### **60. LITIGATION SETTLEMENT**

60.1. Any misunderstanding that will arise between the Customer and BCR, acting as ABS parties, following the interpretation and/or execution and/or termination of ABS and of the Conventions, shall be solved amiably between the parties.

60.2. If the parties cannot reach an agreement, the problem occurred shall be submitted for settlement to the common law courts.

60.3. For the amicable solving of any disputes and without breaching the Customer's right to initiate court actions against BCR, the former is entitled to notify the National Authority for Consumer Protection having head office in B-dul Aviatorilor 72, sector 1, Bucharest, e-mail: office@anpc.ro. The Client can also use extrajudicial mechanism for settling the differences, according to Law no. 192/2006 on mediation and the organization of the mediator profession.

## **61. FORCE MAJEURE AND FORTUITOUS CASE**

61.1. With respect to any resulting payment obligation on her/his account or in connection with the Contractual Documentation, the Customer shall be exonerated from contractual liability only if it is objectively impossible for him/her to execute such payment obligation due to a force majeure event or of a fortuitous case, that causes the interruption of the operation of the intra-bank and interbank payment system. Such an exoneration of contractual liability applies only while the interruption of the operation of the interbank payment system is not remedied.

61.2. Except for the situation provided in the previous article, BCR and the Customer are not liable for any losses caused by a force majeure event or a fortuitous case. Force majeure is any event that is unforeseeable, unavoidable and independent of the will of one of the parties, which absolutely prevents the fulfillment in full or partially of the contractual obligations (e.g. natural disasters, war, strikes). The fortuitous case is an event that cannot be predicted nor prevented by any of the parties, which is fully or partially prevented from performing its obligations under the Convention due to the event occurrence.

61.3. In case of force majeure event or of fortuitous case, the affected party shall notify the occurrence of the force majeure event or of the fortuitous case by telephone or fax, within 5 calendar days at most, following that in the next 15 calendar days to submit the certificate issued by the competent authorities regarding the force majeure event or the fortuitous case, by registered mail or, in case of the Customer, by coming to BCR. If the party claiming force majeure or the fortuitous case does not notify the other party of the existence of the event, causing the impossibility to execute the obligations within the deadline provided above, such party shall be liable for the damage caused this way to the other party.

## **SPECIAL PROVISIONS**

### **XII. OPERATIONS IN CURRENT BANK ACCOUNTS**

#### **62. OPENING OF THE CURRENT BANK ACCOUNT**

62.1. If the Contractual Documentation does not provide otherwise, the Customer must hold one or several Current Bank Accounts opened in their name, in the currency appropriate for the Banking Services they wish to benefit of.

62.2. The Current Bank Accounts are opened by BCR, by signing a Convention and the standard forms of BCR, based on the documents requested by BCR.

62.3. BCR is entitled to postpone the opening of the Current Bank Account during the period necessary to verify the information mentioned by the Customer in the Convention, as well as in any other documents provided to BCR.

62.4. BCR is entitled to refuse the opening on a Current Bank Account for any justified reason, including considering the legal provisions concerning the knowledge of the customers, for preventing money laundering and terrorism financing.

62.5. Upon opening the Current Bank Account, the Customer is under the obligation to provide BCR (i) their Signature Specimen, as well as that of the Representative/Representatives; and (ii) all of the information and documents necessary for BCR to identify the Customer and the Representative/Representatives (according to the provisions in Chapter II (*CUSTOMER IDENTIFICATION AND KNOWLEDGE. CUSTOMER REPRESENTATION*) in the General Provisions sections of the ABS). BCR shall not open Current Bank Accounts that are anonymous or in case of which the Customer identity is not known.

62.6. The Current Bank Account becomes operational upon the entering into force of the relevant Convention. Based on the Convention, BCR accepts deposits and incomings into the Current Bank Accounts, as well as payments or withdrawals made from it, in the currency of the Current Bank Account.

62.7. The Customer can open several Current Bank Accounts with BCR, in different currencies, according to the Conventions concluded with BCR. When opening the subsequent Current Bank Accounts, BCR shall be able to request

the updating of the documents and information made available by the Customer in relation to the opening of the first Current Bank Account.

62.8. In the understanding of Art. 2.410 of the Civil Code, BCR has control over all of the Customer's Current Bank Accounts, concerning any right of mortgage over them, set by the Customer in BCR's favor.

### **63. IBAN CODE**

63.1. BCR shall distribute to each Current Bank Account a unique identification code called IBAN code.

63.2. BCR may amend the IBAN code, if the management of BCR's software applications or the legal provisions require it. BCR shall inform the Customer through a prior Notification, at least two months in advance (or in another imperative legal term) before the entering into force of the amendment.

### **64. OPERATIONS IN THE CURRENT BANK ACCOUNT**

64.1. The operations that can be made through and in relation to a Current Bank Account are those mentioned below, without them being limitative:

64.1.1. operations for Payment Services;

64.1.2. the issuance of Statements of Account and Financial Status Reports; and

64.1.3. other types of operations ordered by third parties (such as garnishments).

### **65. MINIMUM BALANCE**

65.1. The Customer shall maintain in the Current Bank Account an amount sufficient to allow the performance of the Payment Operations according to its Instructions, observing the obligations provided for the Contractual Documentation.

65.2. The minimum balance that must be maintained in the Current Bank Account shall not decrease below the minimum compulsory amount established through the Convention.

65.3. The minimum amount necessary for the operation of the Current Bank Account shall be blocked in the respective Current Bank Account and it may be used in the following circumstances:

65.3.1. by the Customer: upon their request to close the Current Bank Account, when the Customer may request the transfer of the amount to another Account or receiving it in cash;

65.3.2. by BCR: if in the Current Bank Account there is no balance available for the commissions due by the Customer to BCR to be cashed in. The amount thus used is automatically blocked from the next deposits into the Current Bank Account, to replenish the minimum balance.

65.4. BCR is entitled to set or amend the minimum amount necessary to open the Current Bank Accounts and, respectively, the minimum balance from which BCR grants as bonus the interest for money upon demand.

### **66. USING THE AMOUNTS IN THE CURRENT BANK ACCOUNT. WITHDRAWALS**

66.1. Except for the situations provided by the law or by the Contractual Documentation, only the Customer, the Representative or the User are entitled to use the amounts in the Current Bank Account.

66.2. Unless otherwise provided by the Convention or if there are no restrictions imposed legally by a third party, the Customer may perform Payment Operations from the Current Bank Account up to the limit of the minimum compulsory amount.

66.3. If the Customer deceases, until the partition is made, the co-inheritors are considered co-undividable titulars of the Current Bank Account, the consent of all of them being necessary for performing the operations within the Current Bank Account. The co-inheritors are held liable jointly to BCR for the debit balance of the Current Bank Account.

66.4. The Customer is entitled to perform withdrawals of cash from the Available Fund Balance of their Current Bank Account, according to the relevant provisions of the applicable Conventions, observing a prior notice deadline of at least two days. This prior notice term has a general applicability, except for the case when BCR and the Customer set a different prior notice term.

### **67. PROTECTION ELEMENTS**

67.1. The Customer shall act so as that their Signature Specimen and other protection elements concerning their identity cannot be used by a third party in relation to BCR. The Customer and BCR can agree to use other means of

protection for preventing the unauthorized use of the funds belonging to the Customer, as well.

## **68. CLOSING THE CURRENT BANK ACCOUNT FOR CASES OF FAULT**

68.1. BCR shall be able to decide the closing of the Current Bank Account and the termination of the Banking Services related to it if any of the below conditions is met:

- 68.1.1. The Current Bank Account is inactive, in the sense that the following cumulative conditions are met in relation with it: (i) the balance of the Current Bank Account reaches the value zero (should the Contractual Documentation not impose a minimum limit) respectively it decreases below the minimum limit established for that type of Current Bank Account (if such a limit is imposed by the Contractual Documentation) or it indicates an overdraft that was not agreed upon contractually, (ii) for a period of at least 3 consecutive months, there were no operations in the Current Bank Account, except for the calculation of interest, of the management commission (applicable to the Current Bank Account or to a package that also has a Current Bank Account attached) or other expenses of such nature, (iii) the Current Bank Account is not attached to saving products and/or to loans in relation to which it is operating;
- 68.1.2. The Customer does not meet the payment obligations concerning the commissions and of any Costs owed to BCR according to the applicable Conventions;
- 68.1.3. The Customer no longer fulfills the conditions for the opening and operation of the Current Bank Account specified in the convention or in these ABS;
- 68.1.4. The Customer has caused major payment incidents with Debit Payment Instruments;
- 68.1.5. The Customer presents a reputational risk.

68.2. BCR shall notify the Customer on the existence of any of the above mentioned cases, indicating the period the Customer has at their disposal to remedy the situation, if such a situation can be remedied. If, until the date indicated in the Notification, the Customer does not remedy the situation created, by appropriately executing the contractual obligations, BCR shall close the Current Bank Account and the Banking Services related to it, based on the Notification sent, starting with the date mentioned in the Notification, without any other formalities or the intervention of the Court of Law. The Customer's obligations concerning the Current Bank Account and the Banking Services related to it undertaken by the Convention, but not executed in full shall remain valid and they shall have to be fulfilled.

68.3. In order to apply the provisions of Art. 68.1 above:

- 68.3.1. In case of the Conventions applicable to the Banking Services related to the Current Bank Account which was closed: (i) when the Banking Services were provided exclusively considering the Current Bank Account which was closed (i.e. the Debit Card), the Conventions concerning the respective Banking Services shall be unilaterally terminated starting from the moment provided in Art. 68.2 above; or (ii) when the Banking Services were independent of the Current Bank Account, which was closed, the Conventions concerning those Banking Services shall be automatically modified so that the Banking Services can be supplied concerning or through other Current Bank Accounts of the Customer.
- 68.3.2. If the Current Bank Account is opened based on a Convention based on which other Banking Services also operate, independently of the Current Bank Account which was closed, at the closing of the Current Bank Account, the respective Convention remains in force for all of the other Banking Services which operate based on it, except for those provided exclusively for the Current Bank Account that was closed.

68.4. BCR reserves the right to refuse the supply of any Banking Services to the Customers for which BCR has closed a Current Bank Account and/or has terminated the relevant Convention, from the reasons specified in Art. 68.1 above, if they refuse to execute their outstanding obligations to BCR.

68.5. In order to apply the provisions of Art. 68.1 above, if the Current Bank Account was included in a package of Banking Services, BCR shall be entitled to cancel the Banking Services package, to cease the supply of one or of all of the Banking Services included in the respective package and replace the management commission related to the package with the management commission related to each individual Banking Service and to charge the other commissions according to the relevant Convention.

## **69. CLOSING THE CURRENT BANK ACCOUNT FROM THE CUSTOMER'S INITIATIVE**

69.1. Closing the Current Bank Account at the Customer's request shall be made by a written Notification, sent by



BCR with a minimum 15-day prior notice and only after the payment by the Customer of all amounts they owe to BCR in relation to the Current Bank Account and/or any other Banking Services attached to it.

69.2. At the closing of the Current Bank Account, the Customer shall deliver to BCR the forms having a special regime, including the checks books or the check pages, as well as the Cards attached to it. From the closing of the Current Bank Account, these documents lose their validity, being considered null. BCR shall not be able to be forced to pay checks, other securities and/or bills of exchange after the closing of the Current Bank Account.

69.3. After the closing of the Current Bank Account, the Cards attached to the closed Current Bank Account can no longer be used, as they are blocked by BCR.

69.4. Until the actual closing of the Current Bank Account, the Customer shall notify BCR concerning the destination of the amounts in the respective Current Bank Account. If the Customer does not notify BCR until the actual closing of the Current Bank Account, then the balance of the respective Current Bank Account shall be recorded in BCR's records in collective accounts of sundry creditors, separately per each currency, to which no interest shall be awarded as bonus.

## **70. OPERATIONS ORDERED BY BCR**

70.1. BCR can perform the following types of operations in any Current Bank Account, without the Customer's agreement being necessary, except for that expressed by signing the ABS:

- 70.1.1. payments of the amounts owed by the Customer to BCR at their due date or at any moment subsequent to the maturity;
- 70.1.2. reversal of the operations incorrectly performed by BCR, including the interests and the commissions related to the reversed amounts, as well as of those performed with the mention "in reserve";
- 70.1.3. payments made by BCR based on definitive enforceable titles, within the enforcement procedure, by garnishment on the Current Bank Account;
- 70.1.4. blocking the amounts in collateral deposits, according to the Contractual Documentation;
- 70.1.5. If the amounts in Current Bank Accounts are expressed in other currencies than the currency of the payable amounts, BCR shall be able (without being under the obligation) to perform the currency exchanges necessary to obtain the funds, using the BCR Exchange Rate of Reference from the moment when the operation is performed;
- 70.1.6. cancellation of certain payments, if BCR finds that it did not receive in the corresponding Current Bank Account the funds related to a Payment Order already credited in the Beneficiary's account;
- 70.1.7. cancellation of payments, in case of frauds confirmed by messages tested for PO within SEPA, with the amounts received by the Customer. Requesting the cancellation of a payment in such cases of fraud can be done both by the Paying Institution and by BCR; and
- 70.1.8. Other operations necessary in any other situations provided by the applicable regulations.

## **71. CURRENT BANK ACCOUNTS HAVING A SPECIAL DESTINATION**

71.1. If funds with special destinations are circulated, the Customer shall open a Current Bank Account having special destination, BCR not being liable for the blocking of these Current Bank Accounts or for the effects of such blocking. This provision also applies if the Current Bank Accounts are opened in relation with assignment patrimonies (including fiduciary) of the Customer.

## **72. BANKING SERVICES PACKAGES**

72.1. BCR shall be able to manage, on behalf of the Customer, packages of Banking Services attached to the Current Bank Account, according to the options expressed by them within the relevant Conventions.

72.2. A Banking Service shall not be able to be part, at the same time, in more packages held by the same Customer.

72.3. If a package of Banking Services contracted before the entering into force of the ABS is cancelled without all or some of the Banking Services in the contents of the package to cease in their turn, the respective Banking Services become individual Banking Services and they are subject to the terms and conditions in the relevant Conventions and in the ABS. If there are discrepancies between the relevant Conventions and the ABS, the ABS's provisions shall prevail.

72.4. If a package of Banking Services contracted before the entering into force of the ABS is cancelled without all or some of the Banking Services in the contents of the package to cease in their turn, the respective (i) contracted or (ii)

preexisting Banking Services and included in the existing Convention that regulated the package become individual Banking Services and they continue to be subject to the terms and conditions established in the relevant existing Convention.

72.5. If the Customer asks for the renunciation to certain optional Banking Services in a package, for the Banking Services in the respective package, BCR shall continue to charge the monthly management fee of the respective package.

72.6. If the Customer asks to renounce to certain Banking Services automatically included and, therefore, compulsory in a package, the package is cancelled and, for the individual Banking Services remaining in force, BCR shall continue to charge the monthly management/use commission related to each Banking Service, according to the relevant Convention.

72.7. If a Banking Service in a package is transferred to another package contracted to the Customer, the respective Banking Service is subject to the terms and conditions in the Convention applicable to the new package.

### **XIII. PAYMENT OPERATIONS**

#### **73. GENERAL PROVISIONS**

73.1. The clauses included in this Chapter, as well as those included in Chapter XII (*OPERATIONS IN CURRENT BANK ACCOUNTS*) above shall apply to all Payment Services provided to the Customer, including:

73.1.1. operations with Payment Orders in lei or in foreign currency, which are the object of the provisions of clause 82.1 (*Operations with Payment Orders (PO)*) below;

73.1.2. operations of cash deposit and withdrawal, which are the object of the provisions of clause 82.2 (*Cash Operations*) below;

73.1.3. operations with checks, bills of exchange and notes of hand, which are the object of the provisions of clause 82.3 (*Operations with Debit Payment Instruments (DI)*) below;

73.1.4. Direct Debit operations, which are the object of the provisions of clause 82.4 (*Direct Debit Operations*) below;

73.1.5. Card operations, which are the object of the provisions of Chapter XIV (*Card Operations*) below; and

73.1.6. Operations with electronic Payment Instruments, which are the object of the provisions of Chapter XV (*24 BANKING BCR*) below.

73.2. Any other Payment Service or Banking Service having a different nature, provided by BCR to the Customer and which is not regulated in this Chapter shall be the object of relevant Conventions.

73.3. Based on the Contractual Documentation, BCR shall be able to provide to the Customer the Payment Services that the Customer shall ask, using the Payment Instruments agreed by BCR and the Customer.

73.4. BCR shall execute the Payment Instructions ordered by the Customer, within the limit of the Available Fund Balance existing in the Current Bank Account the respective Payment Instructions refer to.

73.5. The Customer understands and accepts that the Payment Services can be performed by BCR directly or by one or several entities affiliated to BCR, by any other third entities or providers of specialized services or by subcontractors of the respective entities.

#### **74. CUSTOMER'S CONSENT. INSTRUCTIONS AND NOTIFICATIONS**

74.1. For the execution of any Payment Instruction, the Customer shall provide the necessary information according to BCR's requests, by appropriately filling in the forms provided by BCR. In case of the payments by the State Treasury, the Customer shall use the payment order form, edited and filled in with the help of the assistance program made available by the Ministry of Public Finance.

74.2. The Customer shall be able to fill in the necessary forms in the computerized system, by typing or by writing them manually, using blue or black ink writing instruments. The Customer shall be able to send Payment Instructions through 24 Banking BCR in the extent in which they contracted such a Banking Service and according to the relevant Convention.

74.3. The Customer undertakes full liability for the completeness and accuracy of the information comprised in the

Payment Instructions sent to BCR.

- 74.4. The Customers consent for the execution of the Payment Instructions are expressed by:
- 74.4.1. authorized signature, according to the Signature Specimen, in case of Payment Instructions written on paper (including POs) and for cash receipts;
  - 74.4.2. direct debit mandate granted by BCR to the Customer, for individual and successive operations with Debit Payment Instruments;
  - 74.4.3. input by the Holder or by the User of the PIN and/or signing the POS/Imprinter<sup>2</sup> receipt and/or input of the CVV2/CVC2 code and/or of the 3D-Secure password and/or by the simple approaching of the Contactless Technology Card to a Contactless Technology POS, in case of Payment Instructions related to the use of a Card;
  - 74.4.4. oral confirmation by the Customer by phone, if the access of the respective Customer to the respective Bank Transaction is allowed both by User Name and Password and by User Name and OTP code, respectively by inputting the OTP code, if the Customer's access to the respective Bank Transaction is allowed only by User Name and OTP code, depending on the agreed type of access, according to the relevant Convention, for phone banking;
  - 74.4.5. pressing the "Finish operation" button, without being necessary to input an additional password, if the access of the respective Customer to the respective Bank Transaction is allowed both by User Name and Password and by User Name and OTP code, respectively by inputting the DS code, if the Customer's access to the respective Bank Transaction is allowed only by User Name and OTP code, depending on the agreed type of access, according to the relevant Convention, for Internet banking; or
  - 74.4.6. pressing the zero key on the mobile phone menu for Mobile Transactions.
- 74.5. If the Moment of Receiving the Payment Instruction is not a Bank Day, it shall be considered received in the following Bank Day. If an instruction is received by BCR later than 14:00 of a Bank Day, it shall be considered that it was received in the immediately following Bank Day. BCR and the Customer may agree in writing or by any other means of communication accepted by BCR for the execution of a Payment Instruction to start in a certain day or at the end of a certain period or in the day when the Payer has provided the necessary funds to BCR, case in which the Moment of Receipt of the respective funds is considered the day agreed for the performance. This rule also applies to Regular Payments.
- 74.6. The Payment Instructions are firm and irrevocable. The Payment instructions cannot be amended by the Customer, except for the cases in which the below provisions concerning the revocation are in operation:
- 74.7. The Customer can revoke a Payment Instruction after it was received by BCR, only in the following cases:
- 74.7.1. in case of Payment Instructions concerning which the Customer and BCR have agreed to start in a certain day or at the end of a certain period or in the day when the Customer provides funds to BCR, and the revocation is received until the end of the Bank Day preceding the day agreed for the debiting of the funds; or
  - 74.7.2. in case of Regular Payments, which can be revoked based on the Beneficiary's agreement, at the end of the Bank Day preceding the day agreed for the Account to be debited at the latest.
- 74.8. The Customer and BCR may establish through the Convention a price for performing the operations of revoking the Payment Instructions.
- 74.9. In relation to any Payment Operation, BCR shall provide to the Customer:
- 74.9.1. prior to the execution of any Payment Operation, at the Customer's request, explicit information concerning: the maximum execution deadline, the price that must be covered by the Customer, the distribution of the amounts included in the price, where applicable;
  - 74.9.2. after the execution of any Payment Operation and the debiting of the Account/Accounts, with unjustified delay, the following information:
    - a reference which to allow the Customer to identify each Payment Operation and, if applicable,

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<sup>2</sup> The Imprinter is a mechanical device for the off-line manual processing of Bank Transactions performed with the Card.

information concerning the beneficiary

- the value of the Payment Operation, in the currency in which the Customer's Account is debited or in the currency used for the Payment Instruction
- the total price corresponding to the Payment Operation and, where applicable, the distribution of the amounts included in the total price or the interest covered by the Customer
- the exchange rate used by BCR within the Payment Operation and the total value of the Payment Operation, after the respective monetary conversion; and
- the date when the Account was debited or the date when the Payment Instruction was received

74.10. If the Customer uses a specific Payment Instrument, the Customer and BCR may set through the Convention limits of expenses for the operations executed by the respective Payment Instrument.

74.11. The means of communication related to the Payment Services shall be established by Conventions, in the absence of express provisions applicable to the general provisions concerning the communication between the Customer and BCR in these ABS. When choosing the means of communication, the parties shall be able to set certain technical requirements concerning the Customer's equipment used for communication in relation to the Payment Services, for ensuring the security and confidentiality of the information and of the Notification transmitted this way.

74.12. The Customer is entitled to receive these ABS, the Convention, as well as the essential information and conditions concerning the performance of the Payment Services, upon request, on paper or on any other lasting media.

## **75. BCR'S REFUSAL CONCERNING THE EXECUTION OF THE PAYMENT INSTRUCTIONS**

75.1. BCR shall be able to refuse the execution of the Payment Instructions when they do not meet the conditions imposed by the Convention, by ABS or by the applicable dispositions, in the following circumstances (without being limited to them):

75.1.1. when they are not authorized accordingly;

75.1.2. when they are transmitted by forms filled in incorrectly, incompletely or with erasing and corrections, or when such forms comprise erroneous or contradictory information;

75.1.3. When the Account mentioned above in the Payment Instruction does not contain the necessary funds or funds sufficient for the payment related to the Payment Instruction and the related commissions at the moment when the payment is ordered, respectively at the date when BCR debits the amount mentioned in the Payment Instruction;

75.1.4. when the Payment Operations mentioned in Payment Instructions are illegal; and

75.1.5. In any other circumstances provided by these ABS or by the applicable legislation.

75.2. If BCR, before or after the Moment of Receiving the Payment Instruction, finds the occurrence of one of the above mentioned cases, it shall notify the Customer on the refusal to execute the Payment Instruction and it shall indicate to the latter, if possible, the reasons of the refusal, as well as the procedure for remediating the errors. The notification and the remediation procedure shall be sent to the Customer, in the least time possible, by any of the means of communication agreed in the relevant Convention. If BCR's refusal is objectively justified, BCR may charge a price for the Notification of the refusal, under the conditions established through the Convention.

## **76. THE MOMENT OF EXECUTING THE PAYMENT INSTRUCTIONS**

76.1. BCR shall process in the same day the Payment Instructions received until the COT and in the Bank Day following the Payment Instructions received after the COT, according to the conditions presented in detail in ABS and/or in the relevant Convention.

76.2. The Payment Instructions initiated by 24 Banking BCR outside of the Working Hours shall be processed during the Working Hours of the following Bank Day. BCR may also continue to process the Payment Instructions received by electronic means of communication outside of the Working Hours, if this was set in the relevant Conventions.

76.3. BCR shall be able to modify the COT, and it shall send to the Customer a Notification to this effect and it shall display them at the offices of the Bank Units and it shall publish them on the Website.

76.4. The COT type receipt limit hours of other credit institutions and/or payment systems shall be amended immediately according to their regulations, without being necessary to amend the present ABS.

## **77. LOW VALUE OPERATIONS**

77.1. For the purposes of this clause, low value operations shall represent the individual Payment Operations that do not exceed Euro 25 or the lei equivalent of Euro 25 at the date of performing the transaction or which have an expenses limit of Euro 100 or the lei equivalent of Euro 100 at the date of performing the transaction or which deposit funds that never exceed Euro 100 or the lei equivalent of Euro 100 at the date of performing the transaction or, in case of cross-border Payment Operations performed on the territory of the European Union or of the European Economic Space, when the relevant amounts do not exceed Euro 30 or the lei equivalent of Euro 30 in case of Payment Instruments and Euro 150 or the lei equivalent of Euro 150 in case of the expense limits or deposited amounts.

77.2. In case of such low value Payment Operations performed through Payment Instruments, the Customer and BCR may establish through the Convention specific rules concerning the Customer information requirements, the manner in which the Convention is amended, the notification of the loss or theft of the Payment Instrument and the parties' liability in case of use of the lost or stolen Payment Instruments (if the payment instrument does not allow the blocking or prevention of a subsequent use of such instrument), the obligation to notify the execution refusal (if the non-performance of the payment is understood from the context), the application of other execution deadlines etc.

## **78. STATEMENTS OF ACCOUNT AND IDENTIFIED ERRORS**

78.1. BCR shall inform the Customer on the amounts in the Account and on the Bank Transactions performed during a period, in the form of a Statement of Account.

78.2. The Statement of Account shall be provided to the Customer or to the Representatives free of charge, once a month, at the booths of the Bank Units. Alternatively, if the Customer and BCR agree so through the Convention, BCR shall transmit the Statement of Account through any other means of communication, including any electronic means of communication.

78.3. The Customer is under the obligation to immediately examine the Statements of Account, the confirmations or other Communications and Notifications transmitted to BCR and to check the accuracy of the operations registered in the Account.

78.4. If, within 10 (ten) Bank Days from transmitting the Statement of Account, the Customer does not notify BCR on any errors or omissions found concerning the operations made, the balance and the Account operations, as presented in the Statement of Account, then the Bank Transactions performed in the Account are considered approved by the Customer.

78.5. Approving the Payment Operations does not exclude their correction by BCR, in the situations and observing the conditions provided in Art. 80.3.6 below.

78.6. In case of computation errors, they can be corrected both from BCR's initiative and at the Customer's request. The Customer cannot prevail of computation errors concerning the Account to request the cancellation of the Convention and of ABS.

78.7. BCR is entitled to include the Statement of Account into any Communication or Notification addressed to the Customer.

78.8. BCR can issue, at the Customer's request, duplicates of the Statements of Account. The issuance of the duplicate Statements of Account is subject to commissions according to the Standard Commission Fees.

## **79. SECURITY OF THE OPERATIONS AND CORRECTION MEASURES**

79.1. For ensuring the security and confidentiality of the Payment Operations, BCR shall take measures for the organization of an internal security system and for establishing the rules of access to the Payment Services, including concerning the identification of the Customer and the authorization of the operations.

79.2. The Customer is under the obligation to comply with the regulations established by BCR to this effect, in order to maintain the security of the Operations and of the Payment Instruments, being responsible in full for any breach thereof, by their imprudence, negligence or intention.

79.3. In case of the occurrence of objective circumstances related to the security of a payment Instrument, of a suspicion of unauthorized or fraudulent use thereof, BCR shall be entitled to block the relevant Payment Instrument, notifying the Customer to this effect, if possible, before the blocking or, at the latest, immediately after its blocking. BCR's obligation to inform shall not be applicable if the provision of such information injures the security reasons justified objectively or if it is forbidden by other relevant legislative dispositions.

79.4. The Customer shall be entitled to unblock the Payment Instrument or to replace it, for free or for a cost, once the reasons for blocking it cease to exist.

79.5. The Customer shall be under the obligation to notify BCR, without unjustified delay, as soon as it becomes aware of the loss, theft, use without having the right to of a Payment Instrument belonging to them or of any other unauthorized use thereof.

## **80. THE PARTIES' LIABILITY IN CASE OF PAYMENT OPERATIONS**

80.1. Concerning the Payment Services, the Customer's liability shall be committed as follows:

80.1.1. The Customer shall cover without limitation any prejudice or losses generated by unauthorized Payment Operations, in the extent in which they were determined by fraud or by the non-observance by the Customer, intentionally or by negligence, of the obligations concerning the use of the relevant Payment Instrument or the notification of the unauthorized use of any of the Security Elements;

80.1.2. The Customer is liable for the accuracy of the following information sent to BCR/obtaining them for the performance of the Bank Transactions and of any other operations: the Account number in IBAN form of the Beneficiary, as well as the Beneficiary's account number, for the transfers to countries that have not adhered to IBAN; the BIC of the Beneficiary's credit institution; the name and address of the Beneficiary's credit institution (if the Beneficiary's credit institution does not have a BIC, the full name and full address, eventually accompanied by the national clearing code, shall be provided); the national clearing code – supplemented by the type and number of the national clearing code related to the different national payment system that have not adhered to IBAN; the name and surname of the Beneficiary, the personal number or the unique identification code; the Beneficiary's address; the amount they wish to send; the transfer currency; the payment details; the payment date; specific data requested by the Beneficiary/treasury;

80.1.3. The Customer shall cover, within the limits provided by the legal dispositions applicable at the date when the Convention is signed, the losses related to any unauthorized Payment Obligations which result from the use of a lost or stolen Payment Instrument or, if the Customer did not maintain the personalized Security Elements, the losses resulting from the use without right of a Payment Instrument until the Notification mentioned in Art. 79.5 above;

80.1.4. The Customer shall cover, within the limit provided by the legal provisions applicable at the date when the Convention was signed, the losses related to unauthorized Payment Operations, provided that the Customer did not act fraudulently or they did not breach their obligation, intentionally or by negligence, concerning the use of the Payment Instrument or Notifying BCR.

80.2. Starting from the time when BCR is informed concerning the occurrence of any of the events mentioned in Art. 79.5 above, the Customer is no longer liable for the losses caused subsequent to the announcement, except if the Customer themselves are acting fraudulently.

80.3. By signing the ABS, the Customer expressly understands and accepts the contents of each provision comprised by this clause concerning BCR's liability in relation to the Payment Services, as follows:

80.3.1. BCR shall verify, with reasonable diligences, the Instructions received from the Customer, without undertaking in any way any liability for the Instructions addressed to it fraudulently or abusively, except if BCR causes a prejudice to the Customer, acting intentionally or by serious negligence;

80.3.2. BCR can be held liable to the Customer for the non-execution or improper execution of the Payment Operations ordered by the Customer;

80.3.3. BCR shall be responsible for all financial consequences of the use of a lost, stolen or embezzled Payment Instrument, if it does not provide the adequate means which to allow the Notification at any time by the Customer of such circumstances, except for the cases in which the Customer is responsible according to Art. 80.1 above;

80.3.4. if BCR, because of an error, registers or transfers into the Account amounts that are not due to the Customer, BCR shall proceed to reverse the respective amounts. At the same time, BCR shall recompute and adjust the interest not due to the Customer, starting with the date of having computed them based on the above-mentioned error;

80.3.5. BCR shall be liable, in case of unauthorized Payment Operations, to reimburse the amount related to the respective unauthorized Payment Operation and bring the debited Current Bank Account to the

situation it would have been in had the unauthorized Payment Operation not been made, if applicable, except for the cases in which the Customer is responsible according to Art. 80.1 above. The cases of non-execution of the Payment Operations provided by the legislation concerning the prevention and combating of money laundering and that concerning the use of the financial-banking system for funding acts of terrorism are exempt;

- 80.3.6. BCR shall correct an unauthorized or incorrectly executed Payment Operation that generates a claim, following the Customer's request to this effect sent by BCR within 13 months at most from the date of their registration in the Statement of Account, unless it can prove that the Payment Operation was authenticated, correctly registered, introduced in the Accounts and not affected by any technical malfunction or by other deficiencies;
- 80.3.7. BCR's liability to the Customer is, in any case, limited to the direct losses actually suffered by the Customer and the benefit not realized by them as a consequence of the non-execution or faulty execution of the Payment Instructions, without the benefit not realized by the Customer being able to exceed the value of the interest that would have been due to the Customer according to the Contractual Documentation (if applicable) had the Instruction been executed or executed appropriately;
- 80.3.8. Any other subsequent consequences and, especially, those concerning the expansion of the damage for which the compensation must be paid, in relation to the Payment Instruments, are BCR's responsibility, according to the applicable legal dispositions;
- 80.3.9. BCR is not liable for the Customer:
- (a) for the Payment Operations validly initiated or performed by the Customer and subsequently challenged by them
  - (b) if it can prove that it has acted according to the provisions of these ABS or of the relevant Convention
  - (c) for the Payment Operations the execution of which was refused by BCR, according to Art. 75.1 above, provided that BCR observes the provisions of Art. 75.2 above
  - (d) for the correct provision by the Customer of the Beneficiary's unique identification code or for the incorrect Instructions by the latter. Following the execution of such erroneous Instructions or based on an erroneous unique identification code, which has determined the withdrawal or transfer of amounts from the Account, BCR shall make reasonable diligences to recover the funds that have been the object of the Payment Operation, without having an obligation to the Customer to this effect. By the Convention, BCR shall be able to set a collection commission applicable to this case
  - (e) for the execution of an authorized Instruction in a certain Bank Day, if the authorized Instruction is not received by BCR until the COT. If the authorized Instruction is received by BCR after the COT, then it shall be executed according to the regulations established in Art. 82.1 (*Operations with Payment Orders (PO)*) below. In case of Payment Instruments other than Cards, the appropriate provisions concerning the COT in these ABS shall apply, including, but without being limited to Art. 95.4.2 below
  - (f) for the performance of the operations by the fraudulent/abusive use of the Security Elements by third parties, until the moment when the Customer notifies BCR according to Art. 79.5 above
  - (g) for any penalties or interest owed by the Customer to the Beneficiary, if the Customer does not initiate the payment in due time, taking into account the number of days necessary for the bank settlement
  - (h) for the losses resulted from the foreign currency exchange in the country of origin of the corresponding credit institution actually executing the respective operation and which are subject to the law of the place
  - (i) for the losses resulted following the performance by the Customer of a Bank Transaction towards Countries subject to international sanctions which may suppose the risk of blocking/seizure/partial refund of the transacted amount by the corresponding banks
  - (j) for the Notifications that were not received by the Customer because of their failure to notify the changing of their identification information, the Notifications being considered validly made at the last address communicated by it.

## **81. THE CUSTOMER'S RIGHT TO REFUND**

- 81.1. The Customer shall be entitled to full refund from BCR in case of an already executed authorized Payment

Obligation initiated by or through a Beneficiary, if the following conditions are cumulatively fulfilled:

- 81.1.1. the Customer's authorization does not specify, at its issuance, the exact amount of the Payment Operation;
- 81.1.2. the amount of the Payment Operation has exceeded the amount the Customer could have reasonably expected, considering the profile of their prior expenses, the conditions in the Convention and the relevant circumstances for the respective case, without being able to invoke reasons concerning operations with foreign currency exchange operations if the applicable Exchange Rate of Reference has been applied; and
- 81.1.3. The Customer has requested the reimbursement within 8 weeks from the date when the funds were debited by BCR.

## 82. TYPES OF PAYMENT OPERATIONS – SPECIFIC PROVISIONS

### 82.1. Operations with Payment Orders (PO)

#### 82.1.1. General Matters concerning the PO

- (a) The receipt of the PO in its paper form is performed in the Customer's presence. The Customer understands and agrees that the signature and stamp of BCR applied on the PO in the reception area represents the confirmation of having received it for processing and it does not certify that it is considered accepted
- (b) Prior to the execution of the PO, BCR is entitled to:
  - request the presentation of documents which to allow it to verify the purpose of the payment; and
  - to verify the identity of the Releasing Party.
- (c) BCR shall consider an (interbank) PO as accepted by debiting the Account indicated by the Releasing Party in the PO. BCR shall consider an (interbank) PO as executed when the previously accepted PO is included in the Statement of Account of the corresponding credit institution
- (d) BCR shall consider an (interbank) PO as executed at the time of debiting the Account indicated by the Releasing Party in the PO
- (e) BCR shall consider a Direct Debit Instruction as executed at the time when the Account mentioned by the Releasing Party is debited

#### 82.1.2. Operations with PO in lei

- (a) the Releasing Party shall present to BCR PO on the special type forms established or agreed by BCR, filled in accurately and in full, including, but without being limited to references concerning the economic contents of the operation that generated the PO
- (b) The compulsory and additional elements of the PO (lei) are those provided in the specific forms.
- (c) As loan institution of the Beneficiary, BCR shall credit the Customer's Account in the day the BCR account was credited
- (d) BCR executes PO in lei at the Moment of Receiving the PO or in the following Bank Day, at the latest, depending on the internal COT established by BCR for each type of operation
- (e) The COT established by BCR for the credit-transfer operations, in the national currency, on the territory of Romania, are:

Type of transfer	Payment Order		
	Cut-Off Time	Paying account debit date	Beneficiary Customer's Account credit date
Interbank PO <b>SENT</b> <sup>[1]</sup> , low value payments < LEI 50,000.00 (no emergencies)	11:00	D	D
	11:01 – 19:00	D	D+1
Interbank PO <b>REGIS</b> <sup>[2]</sup> > LEI 50,000.00 or emergencies, regardless of their value	13:00	D	D
	13:01 – 19:00	D	D+1



Type of transfer	Payment Order		
	Cut-Off Time	Paying account debit date	Beneficiary Customer's Account credit date
Intra-bank PO	17.30	D	D

- (f) The COT established by BCR for the direct debit operations, in the national currency, on the territory of Romania, are:

The type of transfer	Deadline for providing the funds by the paying customer	Paying account debit date	Beneficiary Customer's Account credit date
Interbank Direct Debit Instructions – BCR as payer	D-2, 14:00 o'clock	D-1	D
Intra-bank Direct Debit Instructions	D-2, 14:00 o'clock	D	D

- (g) In the understanding of those mentioned above and during the entire ABS, „D” shall be the Bank Day when the Moment of Receipt takes place.

<sup>[1]</sup> **SENT** is the electronic multilateral netting system for small-value interbank payments sent between participants, during several daily sessions, managed and operated by Transfond S.A.

<sup>[2]</sup> **ReGIS** is the real-time gross settlement system ensuring the exchange of payment instructions between participants and the final settlement of the transfer of funds related to them in a continuous fashion, one transaction at a time, as well as the final settlement of the net positions obtained from the net settlement systems and the transfers of funds related to the operations with financial instruments.

### 82.1.3. Operations with PO in foreign currency

- (a) For properly informing the Customer, BCR shall display in visible places the receipt deadlines established for PO in foreign currency.
- (b) BCR shall consider a PO as accepted for making a Payment Operation in foreign currency at the debiting of the Account mentioned in the Payment Instruction.
- (c) BCR is entitled to establish the route by which it executes the Instruction given by the Customer, including by choosing the corresponding banks.
- (d) For payments in foreign currency, the Customer shall use forms made available by BCR, namely:
  - PO Europe – used for payments denominated in EUR having a certain value and only to Beneficiaries having accounts in banks within SEPA and with the SHA commissioning option;
  - Foreign Payment Disposition/Statement; and/or
  - other specific forms, depending on the legal provisions in force.
- (e) In order to translate other currencies into EUR for determining the ceiling established according to the applicable legal provisions concerning the filling in of the forms mentioned at letter (e) above, the NBR Exchange Rate of Reference valid in the last Bank Day prior to the date of ordering the payment and for the crediting of the Account, respectively.
- (f) The Foreign Payment Disposition/Statement and/or the Foreign Receipt Disposition/Statement forms, together with the instructions for their filling in shall be made available to the Customer by BCR, when applicable.
- (g) Provided that the COT for submitting the PO forms mentioned above are observed, the payments ordered on paper support in “regular” regime shall be executed with the foreign currency date from the immediately following Bank Day or two (2) Bank Days (spot) after the Moment of Receipt, and the payments ordered in “emergency” regime shall be executed with the foreign currency date from the date of their receipt by BCR, depending on the specific COT and the currency.
- (h) the POs concerning payments to EU Member States shall be executed based on the IBAN account supplied by the Customer. For the countries that have not adhered to IBAN, a BBAN account

number shall be provided (*basic bank account number*), as well as the BIC of the Beneficiary's credit institution (according to ISO 9362) – if it exists and, otherwise, the full name and address of the Beneficiary's credit institution shall be provided, eventually accompanied by the *clearing* code or by any other element that could support the identification of the respective credit institution.

- (i) The ordered amounts shall be transferred in full and they shall not be decreased by the value of the commission charged by BCR.
- (j) As credit institution of the Beneficiary, provided that the PO reception COT is observed, BCR shall credit the Customer's Account with the foreign currency date with which the BCR account was credited by the corresponding credit institution. If the funds have been credited to BCR's account in a day, which is not a Bank Day for it or after the reception COT, the funds, shall be credited to the Customer's Account with the currency date of the following Bank Day.
- (k) For the POs issued in foreign currency, the funds shall be debited from the Customer's Account (as payer) on the date of receipt, provided the COT is observed and the conditions of filling in the PO are observed, complying with the legal provisions in force concerning the foreign currency regime and with other legal provisions applicable in the field of the prevention of money laundering or the combating of funding terrorism or of customer knowledge.
- (l) For receipts, the Customer is under the obligation to provide to the Releasing Party BCR's BIC and the IBAN code related to the Account where it wishes for the funds to be transferred.
- (m) The COTs established for the transfer-credit operations in foreign currency or in national currency outside of the territory of Romania are:

Foreign currency type form	Cut-Off Time	Debiting	Foreign currency date
Payment Order			
Foreign interbank payments			
Regular			
PO Europe	19:00	D	D + 1
DPE – all currencies	19:00	D	D + 2
Emergencies			
EUR USD CAD	11:00	D	D
GBP CHF	10:00	D	D
EUR USD CAD	11:01 – 19:00	D	D+1
GBP CHF	10:01 – 19:00	D	D+1
AUD CZK DKK HUF JPY NOK PLN SEK BGN RUB MDL RON TRY AED BRL CNY EGP INR KRW MXN NZD RSD ZAR	14:00	D	D + 1
AUD CZK DKK HUF JPY NOK PLN SEK BGN RUB MDL RON TRY AED BRL CNY EGP INR KRW MXN NZD RSD ZAR	14:01 – 19:00	D	D+2

Foreign currency type form	Cut-Off Time	Debiting	Foreign currency date
Intra-bank payments in foreign currency			
All foreign currencies	19:00	D	D

- (n) BCR shall process PO in foreign currency with OUR and SHA commission. The processing of the forms on route or of the Instructions sent in electronic form which comprising the BEN commissioning option shall be performed by transforming them, by BCR, into SHA.

#### 82.1.4. Joint matters for operations with PO in lei and PO in foreign currency

- (a) In case of interbanking receipt operations, the foreign currency with which the Account is credited shall be, implicitly, the foreign currency in the payment message received by BCR; if this does not correspond to the foreign currency of the IBAN account indicated in the message, BCR shall perform, within the limits established in the relevant Convention, to perform the foreign currency exchange and it shall credit the amount according to the IBAN code in the payment message. The operation shall be accompanied by the automated generation of a foreign currency exchange at the BCR's Exchange Rate of Reference.
- (b) In case of a PO received by the Bank Units, it shall be possible to perform intra/interbank payment transactions in lei or in foreign currency for BCR's customers from/into an account denominated in another currency than the currency of the transaction. The Payment Operation shall be accompanied by the automated generation of a foreign currency exchange at the BCR's Exchange Rate of Reference. The COT established by BCR for these transactions with PO performed in the Bank Units is 13:00.
- (c) In case of a PO in foreign currency from/into an account denominated in another foreign currency than the foreign currency of the transaction and for which the credit transfer operation was not finalized by the acceptance of the respective payment order by the recipient institution and/or for which a communication of refusal was received from the recipient institution, if the Customer does not have an Account in the foreign currency in the message received by BCR, the crediting of an Account from which the PO was initially generated shall be accompanied by the automated generation of a foreign exchange at the BCR's Exchange Rate of Reference.

#### 82.2. Cash operations

- 82.2.1. For the release of cash, a prior appointment is necessary, depending on the amount. Unless otherwise provided by the relevant Convention, the appointment is made at least two days in advance, in writing, at the cashier of the Bank Unit or at the BCR Contract Center.
- 82.2.2. The obligation of the prior appointment does not apply to cash withdrawals from the awarding of loans provided to the Borrower, holder of the Current Bank Account from which the withdrawal is made.
- 82.2.3. BCR's obligation to maintain at the Customer's disposal the amount scheduled for withdrawal, in cash, ceases at the end of the Bank Day in which the withdrawal was scheduled. For scheduled and not collected cash withdrawals, BCR charges certain costs according to the relevant Convention.
- 82.2.4. In case of foreign currency released in cash to the Customer, BCR releases the fractions of actual currency in lei equivalent if they are not available in actual currency, at the NBR Exchange Rate of Reference valid on the payment date.

#### 82.3. Operations with Debit Payment Instruments (DI)

- 82.3.1. BCR receives for remittance to receipt and, as applicable, to accept and settle, Debit Payment Instruments (i.e. check, bills of exchange, notes of hand). BCR does not accept for processing DI that do not meet the conditions provided by the law for their validity.
- 82.3.2. The Customer is fully liable for ensuring the accurate filling in of the DI and of the documents related to them (schedules, supporting documents etc.), the preparation of the schedules for the Payment Instruments, ensuring the observance of the conditions mentioned by the applicable legal provisions

concerning the DI, as well as for the consequences of not settling the DI as a result of certain data incorrectly written or of the lack of available money.

- 82.3.3. The Customer must present the DI (and the related documents) for receipt, taking into account the terms and bank routes in force, making sure that they do not expose themselves to the loss of the right to sue for compensation. The Customer shall be liable in full for the financial consequences of exceeding such terms.
- 82.3.4. For the issued DI, the Customer must ensure the available money in the Account starting with the date of issuance, for checks, and starting with the date of maturity, for notes of hand and bills of exchange.
- 82.3.5. In case of the occurrence of payment incidents, BCR shall declare the payment incidents to the Payment Incidents Register.
- 82.3.6. BCR shall accept the Customer's requests, for amending its own records of the DI pages, concerning the statement of the debit instrument pages that were lost/stolen/destroyed only based on the definitive judge's sentence to this effect.
- 82.3.7. BCR shall not issue barred checks to the Customer who is recorded with major payment incidents in the Payment Incidents Register.
- 82.3.8. In the absence of such Instructions, BCR may present for acceptance and/or payment the bills of exchange and notes of hand submitted as security, having reached maturity, and it may protest them in case of non-payment.
- 82.3.9. Unless it receives written Instructions to the contrary, BCR may, at its choice, dispatch the DI according to Art. 30.5 above. BCR does not undertake any liability for the handling, remittance or loss of DI after its dispatch by the Customer.

#### 82.4. **Direct Debit Operations**

- 82.4.1. In relation to the Direct Debit Mandate, the Customer has the following obligations:
  - (a) to ensure and maintain in the Current Bank Account the amount necessary for making the payment, at least two bank days before the payment deadline established according to the invoice or the payment document sent by the Beneficiary, including the amount necessary for covering the bank commission arising from the provision of such service. No partial payments of a DDI are performed
  - (b) to ensure that all of the information concerning their Current Bank Account are accurate and they accept to communicate to the Beneficiary any amendment thereof
  - (c) to remit to the Beneficiary a copy of the Direct Debit Mandate or of a notification to this effect (including of amendment/revocation), if the Beneficiary has an account opened with a Collection Institution, other than the Paying Institution. The Customer empowers BCR to notify the Beneficiary on the conclusion and the terms of the Direct Debit Mandate (including concerning the modification/revocation of the DDM), if the Paying Institution is identical to the Collection Institution
  - (d) to make the payment by other means of any obligations determined by the contracts that are at the basis of the Direct Debit Mandate, payment obligations that are due until the date when the respective mandate enters into force
- 82.4.2. The revocation/amendment of the Direct Debit Mandate shall be done based on the following regulations:
  - (a) the Customer may amend the Direct Debit Mandate by the issuance of a new mandate
  - (b) the Customer may revoke/amend the Direct Debit Mandate based on a revocation/amendment order sent to BCR. The disposition to revoke/amend the Direct Debit Mandate causes effects in the Bank Day following its receipt by BCR; it is the Customer's responsibility to make the payments due to the Beneficiary in the time interval between the Mandate revocation date and the date when the replacing mandate enters into force
  - (c) any revocation/amendment of the Direct Debit Mandate does not affect any right or obligation arising in relation to a DDI sent based on the Direct Debit Mandate and sent to the automated clearing house prior to the moment when the amendment or revocation causes effects
  - (d) any request of revocation/amendment of the Direct Debit Mandate is made only at the offices of the Bank Units

- 82.4.3. The Customer shall be informed on the DDI executed at the moment of their registration in the Statement of Account.
- 82.4.4. The Customer shall consent for BCR to send to the Beneficiary or to the Collection Institution any information having a personal nature that may be comprised by the Direct Debit Mandate.
- 82.4.5. The Direct Debit Mandate has an unlimited period of validity, being possible to terminate it either by the revocation by the Customer, based on a revocation order sent one (1) Bank Day prior to the termination, or immediately, as a result of terminating the Commitment concerning the Direct Debiting between BCR and the Beneficiary, by notifying the Customer, the provisions of Art. 2.015 of the Civil Code not being applicable.
- 82.4.6. The Direct Debit Mandate shall apply exclusively to the payment manner and it has no implication over the contracts that are at its basis, concluded between the Payer and the Beneficiary.
- 82.4.7. If the interbank settlement is not performed at the deadline mentioned below because of BCR's fault as a Paying Institution, it:
- (a) shall be under the obligation to refund to the Payer the amount debited from their Account related to the DDI
  - (b) may owe to the Payer a delay penalty computed for the period between the date when the Account was debited and the date when the amount related to the DDI not executed is refunded
- 82.4.8. BCR, as Paying Institution, shall accept the reimbursement claims from a Customer the Current Bank Account of whom was incorrectly debited with the amount related to the Direct Debit Instruction, in any of the following circumstances:
- (a) the inexistence of the Direct Debit Mandate
  - (b) DDI was not executed by BCR according to the Direct Debit Mandate or to the provisions of the DDI received from the Collection Institution
  - (c) The Direct Debit Mandate was revoked by an authenticated revocation disposition; or
  - (d) The Direct Debit Mandate does not specify, upon its issuance, the exact amount of the Payment Operation and the amount of the Payment Operation has exceeded the amount the Customer could have reasonably expected, taking into account the profile of their previous expenses, the conditions in the Direct Debit Mandate and the circumstances relevant for the respective case
- 82.4.9. BCR shall be entitled to ask for details from the Customer concerning all actual elements regarding the conditions mentioned in Art. 82.4.8 above.
- 82.4.10. BCR may justifiably refuse to refund such amounts, within 10 (ten) Bank Days from receiving the Customer's request, the latter having the right to challenge such refusal under the conditions provided in these ABS.
- 82.4.11. The Customer shall not be entitled to any refund according to those mentioned above if they have expressed their Consent directly to BCR and, if applicable, the information concerning the future payment operations were transmitted or they have been made available to the Customer, in the agreed form, at least 4 weeks prior to the due date, by BCR or by the Beneficiary.
- 82.4.12. In the cases provided in Art. 82.4.8 letters (b) – (d) above, the Customer may formulate and transmit a reimbursement claim to BCR, within maximum 8 weeks from the date when they became aware or they should have become aware from the Statement of Account that the claimed amount provided in the DDI was debited from their Current Bank Account, by filling in a reimbursement request for an amount related to a DDI.
- 82.4.13. If the Customer formulates a reimbursement claim after the 8 weeks are exceeded, it shall be solved by the parties according to the legislation in force and the refund of the claimed amount shall not be subject to the claims mentioned above concerning the reimbursement.
- 82.4.14. In case of an intra-bank system DDI, BCR, as Paying Institution, shall analyze the request and shall refund the entire amount or the amount in excess within 10 Bank Days at most from filing the claim, if the reason why the Customer fills in the reimbursement request for an amount related to a DDI is included in one of the reasons mentioned in Art. 82.4.8 above.

82.4.15. The conditions specified in Art. 73 – 81 above apply accordingly to the Direct Debit Payment Operations, as well.

## **82.5. Standing Order Operations**

82.5.1. As Paying Institution, BCR shall fulfil the Customer's mandate by issuing and executing the Payment Orders according to the scheduling in the relevant Convention. The mandate granted to BCR shall be valid for the entire validity duration of the relevant Convention, until its amendment or revocation.

82.5.2. The Customer authorizes BCR to execute from their Current Bank Account the Payment Orders corresponding to each scheduled payment, at the deadline, under the conditions established in the relevant Convention, in favor of the Beneficiary.

82.5.3. The Customer is fully and exclusively responsible to ensure the available money necessary for making the payments at the deadlines and according to the amounts established in the relevant Convention.

82.5.4. BCR shall execute the Payment Orders on behalf of the Customer only at the dates and in the amounts agreed with the Customer, without being conditioned in the execution of its mandate by the receipt of a consent other than that given by the Customer by signing the relevant Convention.

82.5.5. BCR shall execute the Payment Orders scheduled with the Customer within the limit of the available money in their Current Bank Account, observing the legal provisions in force.

82.5.6. The Customer undertakes to provide BCR all the information concerning the transactions between the former and the Beneficiary, which are going to be performed by Standing Order.

82.5.7. BCR does not undertake any obligation or liability if, because of causes other than those arising from its activity, the amounts discounted from the Customer's Current Bank Account were not received in due time in the Beneficiary's account.

82.5.8. BCR shall immediately and fully reestablish the Customer's funds, incorrectly taken to execute the Payment Orders by the Standing Order, if the error is due to BCR.

82.5.9. BCR can be mandated to perform payments through the Standing Order only by natural persons who are of age, who are titulars of Current Bank Accounts opened at the Bank Units or by 24 Banking BCR, for the Users of this service. The awarding/amendment/revocation of the Standing Order mandate through 24 Banking BCR is done by the Consent validly awarded by the Customer in the form agreed with BCR for the Payment Orders according to the 24 Banking components owned.

82.5.10. The amendment of the mandate given to BCR by the Customer concerning the payments performed by Standing Order, is done by an Addendum to the Convention concluded between BCR and the Customer, concluded at least 10 Bank Days prior to the entering into force for the Conventions concluded at the Bank Units or at least 24 hours prior to the application of the amendment by 24 Banking BCR.

82.5.11. The revocation of the mandate granted by BCR to the Customer, concerning the payments by Standing Order, is done by Notification, sent at least 10 Bank Days prior to its execution or at least 24 hours before its execution through 24 Banking BCR.

82.5.12. The Representatives are entitled to request, on behalf of the Customer, the initiation, amendment or revocation of a mandate concerning the payments by Standing Order.

82.5.13. The conditions specified in Art. 73 – 81 above apply accordingly to the Standing Order Payment Operations, as well.

## **XIV. CARD OPERATIONS**

### **83. OPERATIONS THAT CAN BE PERFORMED THROUGH THE CARD**

83.1. The following types of operations can be performed through the Card, depending on the Card type and the relevant Convention:

83.1.1. Bank Transactions:

- (a) to pay for goods or services
- (b) to withdraw cash from the BCR booths (by POS/Imprinter) and from the ATM
- (c) on the Internet (with BCR's recommendation to use only secured websites enrolled in 3D-Secure, displaying logos such as „Verified by Visa” or „Master Card Securecode”)
- (d) performed by using the Contactless Technology; and

83.1.2. Other operations performed through the BCR ATM, namely: Payment to utility suppliers, transfer of funds, reimbursement of Loan installments, recharging of mobile phone cards or of RATB transportation Cards for the ATMs having Contactless functionalities, PIN changing, Account balance inquiring, provision of the list with the last 10 transactions in the Current Account with debit card.

83.2. The Cards can be used both in Romania and abroad, in the places (merchants, ATMs, Bank Units etc.) signaled with the logo on the Card, namely: MasterCard/Maestro/Visa Electron/Visa.

83.3. The Cards endowed with Contactless Technology can be used as follows:

83.3.1. The Contactless transaction at the merchants accepting the Visa Electron/Maestro/Mastercard/ Visa logo, having installed POSs endowed with Contactless Technology.

83.3.2. The Contactless Paywave transaction for Visa Electron, Paypass for Maestro in the maximum amount of or in the amount equal to lei 100 shall be performed without being required to input the PIN and/or sign the receipt, which is issued optionally, depending on the POSs' settings.

83.3.3. The Contactless Paypass transaction for Maestro of over lei 100 shall be performed by inputting the PIN and/or signing the receipt issued by the POSs.

#### **84. CARD CHARACTERISTICS AND USE**

84.1. The Card has the validity inscribed on its surface, being possible to automatically extend its validity. The date of its expiry is the last day of validity indicated on the Card. If the Holder does not request in writing to renounce the Card, at least 35 days prior to its expiry, BCR shall issue a new Card. The Holder is entitled to refuse the newly issued Card.

84.2. The Card is the property of BCR and it must be returned immediately, upon its request, according to the provisions of the Conventions, if there are suspicions of fraud and/or fraudulent Bank Transactions were performed, as well as in other cases, expressly provided in this chapter.

84.3. The Card is not transferrable. It can be used only by the Holder/User in whose name it was issued.

84.4. The PIN is personal and not transferable, belonging to the Holder/User in whose name it was issued. The PIN is generated by the automated card system, under secure conditions. The PIN is used for granting one's Consent, according to Art. 74.4 above, to perform the Bank Transactions for withdrawing cash from the ATMs, at the Bank Units holding terminals with such a facility, for paying goods or services at POS terminals, as well as for other Bank Transactions performed at the ATM/POS. In case of the incorrect inputting of the PIN on three consecutive occasions, the use of the Card shall be automatically blocked.

84.5. When performing an operation at the ATM, the Holder/User must pick up the Card in the specified timeframe from the terminal (ATM) to avoid the withholding of the Card by the terminal.

84.6. For security reasons, BCR issues the Credit Card inactive. It must be activated for being possible to use it.

#### **85. PERFORMING CARD OPERATIONS**

85.1. The Payment Operations performed by using the Card can be performed only within the limit of the money available in the Holder's Account and/or of the money provided to the Holder by BCR, within the limit of a previously established ceiling.

85.2. The Clauses comprised in Chapter XII (*OPERATIONS IN CURRENT BANK ACCOUNTS*), as well as those comprised in Chapter XIII (*PAYMENT OPERATIONS*) above shall apply accordingly to the Payment Services provided to the Customer by the Card, as well.

85.3. The authorization by the accepting party or by the processing party of the operations performed by the Card are made in real time, the equivalent value of the Bank Transaction being blocked in the Account at the moment of its performance. The amount blocked at the moment when the Bank Transaction performed with the Card in the external acceptance networks is authorized has a maximum settlement term of 30 days. This term is correlated with the MasterCard/Visa International Regulations regulating the maximum settlement deadline of transactions between participating banks and the settlement of the related financial obligations in the Card transaction relations within 30 days

at most.

85.4. Off-Line Transactions (inclusive of using the Contactless Technology) can also be performed through the Card, with limited amounts, without obtaining direct electronic authorization from BCR and, respectively, sending the transaction for settlement, without previously blocking the transacted amounts.

85.5. In both cases in Art. 85.1 and 85.3 above, for the Debit Card, the actual debiting of the amount from the Holder's Account is performed as follows:

85.5.1. Bank Transactions performed on the territory of Romania (in lei):

- for the Accounts in lei, they shall be debited from the Account with the lei value of the operations performed
- for the Accounts in foreign currency, the Bank Transactions performed on the territory of Romania (in lei) shall be debited from the Account in their foreign currency, as follows
  - (i) if the Bank Transaction is performed at the BCR POS/ATM, the transaction exchange rate is the NBR Exchange Rate of Reference from the date when the transaction is settled at BCR plus a foreign currency conversion commission
  - (ii) if the Bank Transaction is performed at the POS/ATM of other banks in Romania, the transaction exchange rate is that in Art. 85.5.2 below

85.5.2. The international transactions shall be registered in the Account in the currency of the respective Account:

- For the cards issued under the Visa/Visa Electron logo, if the original currency of the transaction is different than the Account currency, Visa shall convert the transaction value in the Account currency at the Visa Exchange Rate of Reference from the Bank Day prior to the settlement of the transaction with BCR, to which a foreign currency conversion commission is added
- For the cards issued under the MasterCard/Maestro logo, should the Account currency be different from the currency of the settlement with MasterCard (EUR or USD), the value of the transactions cleared and settled by the MasterCard international organization as well as of the corresponding commissions shall be converted in the currency of the Account, at the NBR Exchange Rate of Reference from the day when the transaction is processed, by adding the commission for foreign currency conversions.. If the original currency of the transaction is different from the currency of the settlement with MasterCard (EUR and/or USD), as applicable, the international organization shall convert the value of the original transaction into the settlement currency, at the **MasterCard Exchange Rate of Reference**

85.5.3. For Bank Transactions where the Card is not present (internet, phone etc.) the Holder/User may be asked by the merchant to provide certain codes (i.e. CVV2/CVC2 or the 3D-Secure password). For this type of Bank Transactions in which the PIN code is not provided, BCR recommends to use the merchants displaying the „Verified by Visa” or „MasterCard Secure Code” logos and to enlist the Card in the 3D-Secure service, following the instructions at the Website.

## **86. VALUE OF THE BANK TRANSACTIONS THAT CAN BE PERFORMED WITH THE CARD**

86.1. The maximum amount that can be withdrawn everyday in cash and the maximum number of transactions per day/Card are established by the relevant Conventions, regardless whether Bank Transactions performed in the country or abroad are concerned. For the Debit Card, you can modify this maximum withdrawal amount, by a written request addressed at the headquarters of any Bank Unit.

86.2. BCR reserves the right to amend/limit the maximum number of operations performed periodically (day, week, month) by Card and the maximum amount that can be used/withdrawn (including for the purpose of limiting fraud), which it shall communicate to the Holder according to the relevant Conventions, the legal regulations in force and by displaying it at the Bank Unit offices.

## **87. OPERATION OF THE ACCOUNT HAVING A CARD ATTACHED**

87.1. Each Bank Transaction performed with the Card shall automatically lead to debiting the Account the Card is attached to. If, accidentally, the balance of the Account of a Debit Card becomes negative, BCR shall inform the Holder on the cause of the debt and the latter shall have to cover such debt as soon as possible.

87.2. BCR shall ensure to the Holder/User the authorization of the Bank Transactions 24 hours a day, 7 days a week, within the limit of the money available in the attached Account.



87.3. BCR is authorized by the Customer to automatically debit the Account attached to the Card with the amounts representing:

87.3.1. the equivalent value of the validly performed Bank Transactions;

87.3.2. the equivalent value of the charges and commissions owed to BCR, according to the relevant Convention;

87.3.3. The equivalent value of the Banking Transactions performed by using the Card, until the moment when BCR is notified of the loss or theft of the Card and of the fraudulent use of the PIN/signature/CVV2/CVC2 or of the 3D-Secure password;

87.3.4. the commission for the unjustified challenging of a Bank Transaction.

87.4. If the Holder wishes to close the Account having a Card attached, the Card must be returned to BCR when submitting the request for the closing of the Account having a Card attached.

87.5. BCR may block the access of the Holder/User to a certain amount in the Account, expressly indicated in the relevant Convention. If applicable, this amount becomes accessible to the Holder/User within 35 Bank Days from the submission of the Card to BCR.

87.6. If the Account becomes inactive, and the Holder does not activate it, BCR shall be able to close the Account and the Card attached to it.

87.7. After the Customer, or, as applicable, the User performs a Bank Transaction at the BCR ATMs or POSs, it shall provide a receipt comprising the following information: the reference allowing the identification of the Bank Transaction, the value of the Bank Transaction (the amount paid, withdrawn), the accepting merchant or the ATM where the Bank Transaction took place, as well as the date of the Bank Transaction.

## **88. TECHNICAL SUPPORT FOR THE USE OF CARDS**

88.1. In order to ensure the technical support, inclusively for the loss or theft of the Card, BCR provides to the Holder/User technical support ensured by the BCR Contact Center, at the phone number indicated by the present ABS and, additionally, at the phone numbers +40 21 311.10.01 or +40 21 311.02.16, which can be used around the clock.

88.2. For the lost or stolen Cards, the Holder may inform BCR by phone, including at the Card Emergency Line (CEL), at the phone number +40 21 CARDURI (2273874), which can be used around the clock.

88.3. Additional contact information for communicating with BCR are found on the Website.

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

89.1. The Holder shall have the following rights:

89.1.1. to ask and obtain from BCR information concerning the Bank Transactions performed with the Card or concerning the situation of the Account;

89.1.2. in case of loss/theft/deterioration/cancellation of the Card, to ask, in writing, for the issuance of a new Card;

89.1.3. to ask for a new PIN to be generated;

89.1.4. to ask for the cancellation of the Card, through a written request addressed to BCR. Also, the User shall be entitled to request the cancellation of the additional Card, without having the right to liquidate the Account.

89.2. The Holder (and, as applicable, the User) shall have the following obligations:

89.2.1. to open an Account, to which the Card shall be attached;

89.2.2. upon the release by BCR of the Card and of the related PIN, to confirm their receipt. The PIN shall be collected/transmitted individually by/to the Holder/User;

89.2.3. to sign on the back of the Card, upon receiving it. The signature on the relevant Convention and on the card shall be considered Specimens of authorized Signatures for the operations performed with the Card on behalf and on the Account of the Holder;

89.2.4. to inform the User of the provisions of the relevant Convention and of these ABS;

89.2.5. to use the Card according to the provisions of the relevant Convention, of the ABS, as well as to the

provisions of the applicable legislation;

- 89.2.6. to keep the Card in good conditions and to take all reasonable measures to protect it against theft, loss or damage. In case of replacing the Card, the steps for enrolling it in 3D-Secure are the Holder's responsibility, following the instructions on the Website;
- 89.2.7. to take all necessary and sufficient measures to maintain the secrecy of the PIN, of the CVV2/CVC2 code and of the 3D-Secure password and to protect their integrity by:
- not to disclose, directly or indirectly, the PIN, the CVV2/CVC2 code and the 3D-Secure password to other persons
  - not to lend the Card to other persons
  - to make sure that, during the Bank Transactions, the Card remains under their close supervision
  - to destroy the PIN envelope received from BCR, after having learned the PIN by heart
  - to never write the PIN on the Card
  - to never disclose the PIN to other persons, even if they are or they introduce themselves as BCR employees
  - not to input their PIN on websites; and
  - to make sure that, during the Bank Transactions performed by using the PIN, it is not disclosed (willingly or unwillingly) to other persons
- 89.2.8. at the time when goods and services are purchased or when operations are performed to obtain cash at the bank booths provided with POS, to sign the receipts with the same signature on the back of the Card. This signature shall represent the Consent of the Holder/User concerning the making of the Bank Transaction, according to Art. 74.4 above. The Holder/User must sign the receipt issued by the POS only after verifying the data written on it;
- 89.2.9. to keep the receipts of all Bank Transactions, as well as other documents related to the Bank Transactions performed, for the Statement of account to be verified and for any challenges to be settled;
- 89.2.10. to inform BCR by phone, through the BCR Contact Center, at the phone numbers mentioned above (and, immediately afterwards in writing, as well), as soon as they notice:
- the loss, theft, destruction, counterfeiting or blocking of the Card
  - the registration in the Account of incorrect, unauthorized or fraudulent Bank Transactions (within 60 calendar days from the date when the transaction is registered in the Account), without limiting the Customer's rights according to Art. 78.4 - 78.5 and 80.3.6 above
  - any error or irregularity occurred as a result of managing the Account by BCR
  - items that cause suspicion concerning the possibility of having copied the Card or of finding out the PIN/ CVV2/CVC2 code/3D-Secure password by third parties
  - the occurrence of Card malfunctions, including the situation in which the access codes received are incorrect
- 89.2.11. to cover in full all payment obligations it has towards BCR based on the relevant Convention and of the ABS, at the deadlines and under the conditions provided in the relevant Convention/ABS/the Statement of Account/the Notifications sent by BCR;
- 89.2.12. to return the Card to BCR at the time when they request the closing of the Account attached to the Card;
- 89.2.13. To compensate BCR for any Costs, damage or losses if it is found that they arose from the breaching of the provisions stipulated in the relevant Convention or in the ABS, or following the establishment of the financial liability of the Holder/User for the Bank Transactions that were unjustifiably challenged.
- 89.3. BCR shall have the following rights:
- 89.3.1. to order the approval or to refuse the request for the issuance of the Card, according to the internal regulations and according to the legal provisions in force;
- 89.3.2. if there are suspicions of fraud and/or money laundering / terrorism funding and/or fraudulent Bank Transactions were performed, to take the following measures:
- to refuse authorizing a Bank Transaction with the Card

- to cancel or block the access of the Card to the Account
- to refuse the issuance of a new Card or to replace the Card, without the Holder/User being exonerated from the financial liability for the Bank Transactions already performed with the Card; and/or
- to order to capturing of the card

89.3.3. BCR shall notify the Holder/User in relation to the blocking of the Card and on the reasons for this blocking, if possible, prior to the blocking and, at the latest, immediately after blocking them, except for the case in which the provision of this information objectively injures the justified security reasons or if it is forbidden by other relevant legal provisions.

89.3.4. to act according to the legal provisions for recovering the damage caused by the abusive or fraudulent use of the Card, breaching the relevant Convention, these ABS, as well as the applicable legal provisions;

89.3.5. to register the Card on the List of Cards the Acceptance of Which Is Forbidden, if the Holder/User declared it as stolen or lost. Such a blocking is definitive and irrevocable, being impossible for the Card to be used;

89.3.6. To ask the Holder/User to present a copy of the payment receipt related to the purchase of goods and/or services, respectively to the withdrawal or cash, as well as any other documents considered necessary for solving the claims of the Holder/User concerning the erroneous registration of certain operations in the Statement of Account; and

89.3.7. from the moment of requesting the cancellation of the Debit Card, submitted by the Holder/User, to keep the Account open for a period of 35 Bank Days for an eventual settlement of the Bank Transactions in progress of completion.

89.4. BCR shall have the following obligations:

89.4.1. not to disclose the PIN of the Holder/User to third parties;

89.4.2. to keep appropriate records for a determined period, according to the legal provisions in the field, so that the Bank Transactions can be followed up and errors can be rectified;

89.4.3. to ensure the adequate and sufficient means for the Holder/User to be able to perform the communications stipulated in the Convention. To this effect, the Holder/User can address:

- in writing, to any Bank Unit, their request being received and registered at the date and hour of submission; and
- through the BCR Contact Center

89.4.4. within 15 Bank Days at most, to take all measures necessary to perform the remedial of any prejudice caused to the Holder/User for the non-observance of the obligations undertaken by BCR through the relevant Convention or through ABS. BCR shall be under the obligation to credit the Holder's Account with the value of the compensations, within one Bank Day from the moment of recognizing the Holder's right to compensations/from the establishment of this right by the competent Courts of Law;

89.4.5. to perform as such the operations ordered by the Holder/User;

89.4.6. to provide to the Holder, at their express request, the records related to the Bank Transactions performed with the Card on paper support, within 72 hours from the date of receiving the request;

89.4.7. to proceed to blocking the Card, immediately after receiving the phone call/notification from the Holder/User notifying the loss/theft/fraudulent use/damaging/copy/malfunctioning/PIN disclosure/the performance of a suspicious Bank Transaction.

## **90. CHALLENGING THE BANK TRANSACTIONS PERFORMED WITH THE DEBIT CARD**

90.1. BCR recognizes the rights of the Holder/User provided in Art. 78.4 - 78.5 and 80.3.6 above, subject to the immediate refusal of the accepting credit institution, determined by the exceeding of the term provided by the relevant international regulations.

90.2. The challenges regarding Bank Transactions shall be submitted in writing, at any Bank Unit, during the Working Hours, following that, within 50 calendar days, the Holder is informed on the settlement stage of the challenge. The final results of the investigations shall be communicated to the Holder in a manner which to allow BCR to prove the

transmitting, such as, but without being limited to: phone call, regular or registered mail, through an electronic mean of communication etc.

90.3. After the completion of the procedures provided by the legislation in force concerning the Bank Transactions in litigation and only if the challenge is settled in favor of the Holder, BCR shall credit the Holder's account with the equivalent value of the unauthorized Bank Transactions, within one Bank Day, and, if applicable, it shall bring the Account to the situation it would have been had the unauthorized Payment Operation not been performed.

## **91. THE PARTIES' LIABILITY CONCERNING THE CARD OPERATIONS**

91.1. The Holder (and, if applicable, the User) is liable for:

91.1.1. all of the operations/Bank Transactions performed. The User is liable towards BCR individually for the manner of using the additional Card;

91.1.2. the use and protection of the Card/PIN/ CVV2/CVC2/3D-Secure password, after receiving them. The Holder/User shall notify BCR, as soon as it finds any of the events specified in Art. 89.2.10. above.

91.2. In addition to the cases mentioned in Art. 80.3 above, BCR shall be liable for:

91.2.1. the value of the Bank Transactions initiated after the notification by the Holder/User of the loss/theft/damage/blocking/compromising/malfunctioning of the Card or of the possibility of a copy of it to exist or of unauthorized persons to know the PIN, provided that the Holder/User did not act in ill faith and/or the malfunction was not caused intentionally;

91.2.2. the value lost and the improper performance of the Bank Transactions, if the loss or improper performance is due to a malfunctioning of the Card, provided that it can be proven that the malfunctioning was not caused intentionally by the Holder/User.

91.3. In addition to the cases mentioned in Art. 80.3 above, BCR is not liable in the following circumstances:

91.3.1. for the performance of the operations by the fraudulent/abusive use of the Card/PIN/CVV2/CVC2/3D-Secure password, until the moment when BCR is notified by the Holder/User;

91.3.2. for the prejudice caused to the Holder/User by the interruption of the operation of BCR's ATMs/by the impossibility to use the Card, which lead to the non-execution/improper execution of Bank Transactions, except for the case when the interruption is caused by (i) certain abnormal and unforeseen circumstances, outside of BCR's control; (ii) the actions/lack of action of a third party supplier of services, the consequences of which could not be avoided despite all diligence to this effect; or (iii) the obligation of BCR or of another provider of payment services to observe certain imperative legal provisions;

91.3.3. for the losses resulted from the foreign currency exchange in the country of origin of the corresponding credit institution actually performing the respective operation and which are subject to the law of the place; or

91.3.4. for the use of the Card by a person other than the Holder/User.

## **92. INVOICE PAYMENTS/TRANSFERS TO ACCOUNTS OPENED WITH BCR THROUGH BCR ATMs**

92.1. The Holder may choose to pay invoices by using the BCR's ATMs. For making such payment operations, the Holder may choose to use any of the debit and/or credit Cards issued by BCR and intended for natural persons. The Holder may choose to perform transfers to BCR Accounts by the use of BCR's ATMs only by using the debit Cards in lei.

92.2. The holder may choose to pay the invoices issued by utilities/services suppliers by using the BCR's ATMs, only if the suppliers are included in the list provided to the Holder at the Bank Units.

92.3. Based on the data comprised by the form filled in by the Holder, the list of utilities/services suppliers whose invoices can be paid through BCR's ATMs shall be displayed to the Holder on the ATM's screen. While contracts are concluded with other utilities/services suppliers, the Holder will be able to choose to pay the equivalent value of the invoice issued by them by filling in a new form with all the necessary information.

92.4. If the contract concluded by BCR with one of the suppliers for which the Holder chose to pay the invoices through the ATMs is terminated, the name of this supplier shall no longer be on the ATM's screen and the payment of the invoices to this supplier can no longer be made through the BCR's ATMs.

- 92.5. BCR shall have the following obligations:
- 92.5.1. to transfer the amount paid by the Holder by using the Card at the ATM to the account of the utilities/services supplier, on the second Bank Day, at the latest, after having made the Bank Transaction at the ATM;
  - 92.5.2. to perform the transfer ordered by the Holder through the BCR's ATMs, from the Account having a Card attached to other Accounts of theirs, on the second Bank Day, at the latest, after having made the Bank Transaction at the ATM;
  - 92.5.3. to provide to the Holder all technical facilities for the development under proper circumstances of the operations that are the object of the relevant Convention;
  - 92.5.4. to provide to the Holder the full list of utilities/services suppliers to whom payments can be made through the BCR's ATMs;
  - 92.5.5. to notify the Holder through mass-media concerning the scheduled interruptions of the ATMs' operation within the deadlines provided by the legislation in force;
  - 92.5.6. to automatically debit the Customer's Account with the equivalent value of the foreign currency conversion commission owed by the Customer for each payment/transfer operation performed by the Customer from the Current Bank Account or from the Credit Card Account.
- 92.6. The Holder shall have the following obligations:
- 92.6.1. to pay the commissions provided by the relevant Convention;
  - 92.6.2. to fill in the relevant Convention with the accurate and full data;
  - 92.6.3. to present to the bank employee, upon concluding the relevant Convention and whenever it fills in an additional appendix/request, a copy of the most recent invoice issued by the utilities/services suppliers;
  - 92.6.4. to observe BCR's instructions, as well as those provided by the ATM;
  - 92.6.5. to check the match between the equivalent value of the exigible invoice and the amount written on the payment receipt for the invoice issued by the ATM after the performance of the respective operation;
  - 92.6.6. to keep as supporting documents the payment receipts for the invoices issued by the ATM;
  - 92.6.7. to perform, through a single operation, the full payment of the current invoice;
  - 92.6.8. to pay the invoice through the BCR's ATM until the day before the last day of the payment deadline mentioned in its contents, the latest;
  - 92.6.9. to cover in full the negative consequences of making a partial payment of the equivalent value of the suppliers' invoices;
  - 92.6.10. to accept the consequences of paying the utilities/services invoice in the last day of the payment deadline or with delay;
  - 92.6.11. to solve directly with the utilities/services supplier any litigations concerning the making of an incorrect or undue payment and not to involve BCR in litigations;
  - 92.6.12. to use the Card according to the terms regulating the issuance and use thereof, according to the relevant Convention;
  - 92.6.13. to take all reasonable measures to keep safe the personalized Security Elements.
- 92.7. BCR shall not be liable for:
- 92.7.1. the amounts erroneously paid by the Customer to a supplier, by using the ATMs;
  - 92.7.2. the amounts erroneously paid by the Customer to another Beneficiary;
  - 92.7.3. any penalties, interest owed by the Customer to the Beneficiary if the Customer does not initiate the payment until the day before the last day of the payment deadline mentioned on the invoice;
  - 92.7.4. for any delay penalties owed by the Customer to the Beneficiary or to the supplier or for other negative consequences owed by the former, as a result of the fact, intentionally or by negligence, that they did not make the payment for the invoice through the ATM within the stipulated deadline or they made a

partial payment or a payment exceeding the owed one, mentioned on the invoice.

## **XV. 24 BANKING BCR**

### **93. GENERAL PRESENTATION AND SECURITY ELEMENTS**

93.1. Through 24 Banking BCR, the Customers can perform certain Bank Services without being necessary to be present in a Bank Unit.

93.2. The components of 24 Banking BCR are: The Remote Contract Service, the Internet Banking and Phone Banking Service, the Mobile Transaction Service and the Alerts Service.

93.3. Accessing the Bank Services included in 24 Banking BCR is done based on the Security Elements the Customers receive from BCR. These can be the Token, the eToken BCR application, the eToken BCR series, the eToken BCR authorization code, the eToken BCR activation code, the PIN, the Password, the One Time Password, the Digital Signature, the User Name, the Mobile Transaction Phone Number, the Secret Question and Answer, depending on the accessed component.

93.4. The Password is used to access the Internet Banking and Phone Banking Service, as well as the Mobile Transaction Service. The Customer receives the Password from BCR by a written message (SMS) on their mobile phone. After being identified through the Password, the Bank Transactions performed by the Customer can be authorized without an additional password having to be input. The password is valid for a determined period, upon the expiry of which BCR shall send a new Password to the Customers. During the provision of the Internet Banking and Phone Banking and/or of the Mobile Transaction Service, the Customer shall be able to ask for the Password to be changed by: calling the BCR Contact Center or by the Internet Banking application or from the menu of the Mobile Transaction application. Any change of Password shall be sent to the Customer by SMS at the phone number indicated by them according to the relevant Convention.

93.5. To access the Internet Banking and Phone Banking Service, BCR provides to the Customer the Website address from where the eToken BCR application can be downloaded on one's personal mobile phone. To download the eToken BCR application, the Customer must connect the mobile phone to the internet. To be able to use the eToken BCR, the Customer must install and activate on the mobile phone the eToken BCR application, by inputting in the application the following personal data:

- Authorization code, which is a confidential numerical code, provided to the Customer by BCR through the relevant Convention, that the Customer shall use together with the series of the eToken BCR application and the activation code to activate the eToken BCR application, as well as to unblock the application if the PIN is blocked
- Activation code, which is a confidential numerical code, provided to the Customer by BCR through a written message sent to their mobile phone (SMS), which the Customer shall use together with the series of the eToken BCR application and the authorization code to activate the eToken BCR application, as well as to unblock the application if the PIN is blocked. The activation code has a determined period of validity. Upon the expiry of the activation code's validity period, the Customer shall be able to ask BCR to issue a new code through the BCR Contact Center. Any change of the activation code shall be sent to the Customer by SMS at the phone number indicated by them in the relevant Convention
- The eToken BCR series, which is a confidential numerical code, provided to the Customer by BCR through the relevant Convention, that the Customer shall use together with the authorization code and the activation code to activate the eToken BCR application, as well as to unblock the application if the PIN is blocked

93.6. The Token and the eToken BCR are secured through a PIN code personalized by the Customer upon contracting the Internet Banking and Phone Banking Service and which can be personalized by the Customer at any subsequent moment. The use of the Token or of the eToken BCR application is allowed only after the introduction of the PIN code.

93.7. The Series of the Token and of the eToken BCR distributed to the Customer is that mentioned in the form related to the relevant Convention. During the validity of the Convention, the Token and the eToken BCR shall remain the property of BCR, whereby the Customer has only usage rights over the Token and the eToken BCR. For justified reasons, BCR may decide to change the Token and the eToken BCR. In addition, the Customer may request the changing of the Token/eToken BCR, paying for the commissions related to this operation, according to the relevant Convention. For any of such changes, the Customer shall sign an Addendum to the Convention, mentioning both the

series of the delivered Token/the replaced eToken BCR application, as well as of that (those) received.

93.8. The Customer may not hold simultaneously the Token and the eToken BCR application, but it can simultaneously hold the Password and either of the Token or the eToken BCR.

93.9. In case of erroneously inputting three consecutive times the unique codes generated by the Token and eToken BCR, as well as in case of inputting the Password erroneously three consecutive times, the Customer's access to the relevant Service shall be blocked.

93.10. Because the Password is used jointly for the access to the applications related to the Internet Banking and Phone Banking and the Mobile Transaction Services, by inputting the Password erroneously three consecutive times in any of these applications, the Customer's access to all three applications shall be blocked.

93.11. The Clauses comprised in Chapter XII (*OPERATIONS IN CURRENT BANK ACCOUNTS*), as well as those comprised in Chapter XIII (*PAYMENT OPERATIONS*) above shall apply accordingly to the Payment Services provided to the Customer by 24 Banking BCR, as well.

#### **94. REMOTE CONTRACT SERVICE**

94.1. By the Remote Contract Service, the Customer can conclude with BCR Bank Services provision contracts or Addendums to Conventions, without the Customer's presence in a Bank Unit being necessary, using exclusively one or several remote communication techniques, only for the Bank Services that BCR provides in such a way. In addition, through this Service, the Customer is able to receive information by phone on (i) the Accounts held with BCR (i.e.: balance, operations history, financial details on the Account etc.) and/or with BCR's partners; and (ii) the terms and conditions of concluding a remote contract for certain bank Services provided to the Customer in such a way; and (iii) the Bank Services that can be concluded remotely.

94.2. The access to the remote Contracts Service is allowed around the clock, through the BCR Contact Center.

94.3. In order to benefit of the remote Contract Service, the Customer must respond accurately to the questions concerning their identification data and their Security Elements. BCR may ask for additional information necessary to identify the Customer to prevent unauthorized access to information. BCR is entitled to refuse to provide the Remote Contract Service if the Customer does not answer the questions concerning their identification information and the Security Elements correctly and/or if there is a suspicion that the person who made the call is not the Customer.

94.4. Prior to the conclusion of a remote contract having as object the provision of Bank Services, the Customer shall be informed at least concerning: the description of the characteristics of the respective Bank Service, the total price and the manner in which the payments are made, the specific associated risks, if applicable, any deadline, the existence or inexistence of the repudiation right, the term and the manner in which the unilateral termination can be exercised and the consequences arising from the non-exercising of this right, the duration and the minimum duration for which the remote contract is concluded, the right to terminate the contract.

94.5. The Remote Contract is considered concluded at the moment mutually agreed by BCR and the Customer.

94.6. Immediately after the conclusion of a Remote Contract, BCR shall inform the Customer, in full, on the contractual terms and conditions, in writing on paper or on another durable media available and accessible to the Customer.

94.7. During the entire contract period, the Customer is entitled to ask the communication of the contractual conditions on paper format and/or to change the means of communication used, except for the situation in which a means of communication requested by the Customer is incompatible with the concluded Convention, with the nature of the relevant service and/or with the technical possibilities BCR or the Customer have at their disposal.

94.8. The Customer shall be entitled to repudiate a contract concluded remotely within 14 calendar days, with no penalties and without being required to invoke a reason, except for the cases in which BCR has communicated to the Customer beforehand that the respective contract has a different termination deadline and/or for the respective contract the unilateral termination is not possible (foreign exchange operations, real property, financial futures contracts, interest rate swaps, travel insurance policies etc.).

#### **95. INTERNET BANKING AND PHONE BANKING SERVICE**

##### **95.1. Operations that can be performed through the Internet Banking and Phone Banking Service**

95.1.1. Through the Internet Banking and Phone Banking Service, the Customers can perform Bank

Transactions from/into the accounts opened with BCR, except for the emergency Payment Operations (established according to the Standard Commission Fees), and they shall be able to obtain personalized information on these Accounts, according to the relevant Convention. In addition, through the Internet Banking and Phone Banking Service, the Customers can communicate to BCR only personal data for the modification of which the producing of original documents is not needed, respectively for which BCR does not expressly require the written request/agreement of the Customer.

- 95.1.2. BCR shall be able to introduce new Banking Services and functionalities it shall be possible to perform through the Internet Banking and Phone Banking Service and which shall be provided to the Customers gradually, starting from the date when BCR shall communicate their activation.
- 95.1.3. The Services to be provided to the Customer shall be established in the relevant Convention.
- 95.1.4. All accounts held by the Customer prior to contracting the Internet Banking and Phone Banking Service shall be automatically activated for use through this Service, at the date of its contracting. The Accounts opened by the Customer subsequent to the contracting of the Internet Banking and Phone Banking Service, including those opened with the Bank Units, shall be automatically activated for use through the Internet Banking and Phone Banking Service.
- 95.1.5. The deactivation of the Accounts for the use through the Internet Banking and Phone Banking Service can be done by the Customer, at any time, either through the Internet Banking and Phone Banking Service, or through a written request submitted to any Bank Unit. In the deactivation request, the Customer shall also indicate the Account numbers related to the Accounts to be deactivated.
- 95.1.6. The reactivation of the Accounts can be done by the Customer, at any time, by submitting a written request to any Bank Unit.

## 95.2. **Components of the Internet Banking and Phone Banking Service**

### 95.2.1. **Phone Banking**

- (a) It allows the Customer to perform Bank Transactions and obtain personalized information on the Accounts activated for this component by placing a phone call to the BCR Contact Center, around the clock.
- (b) Performing Bank Transactions from/into the Accounts activated for Phone Banking can be realized by phone conversation with an advisor by the BCR Contact Center. The Bank Transactions ordered by phone conversation through an advisor are performed only at the express request of the Customer and only during the phone conversation with the latter.

### 95.2.2. **Internet Banking**

- (a) It allows the Customer to perform Bank Transactions and obtain personalized information on the Accounts activated for this component through the internet.
- (b) The Internet Banking Service can be accessed around the clock, by using the following addresses: [www.bcr.ro](http://www.bcr.ro), [www.24banking.ro](http://www.24banking.ro), [login.24banking.ro](http://login.24banking.ro) from the computer or from other mobile devices such as tablets and [m.bcr.ro](http://m.bcr.ro), [m.24banking.ro](http://m.24banking.ro), respectively, or by installing one of the dedicated applications provided by BCR for mobile phones, according to the information specified on the Website or on other BCR websites and according to the related instructions provided by BCR.

## 95.3. **Operation of the Internet Banking and Phone Banking Service**

- 95.3.1. The Access to Phone Banking and Internet Banking shall be made by setting certain rules of access to the functionalities provided, depending on their level of complexity. BCR provides to the Customers access to these components through two identification options, according to the relevant Convention. (i) Customer identification based on the User Name and Password and/or (ii) Customer identification based on the User Name and OTP code. The consent for the authorization of each Bank Transaction performed by the Internet Banking and Phone Banking Service is given according to Art. 74.4 above. All data communicated by the Customer after granting the Consent under the conditions mentioned above shall be considered by BCR as accurate.
- 95.3.2. If, during the phone conversation between the advisor and the Customer or during the use of the Internet Banking application an event occurs which leads to the interruption of the call/session, prior to the confirmation/approval of the operation, the operation shall not be considered confirmed by both



parties and, consequently, BCR shall not process the Customer's instructions. The Customer shall be able to use the Internet Banking and Phone Banking Service to reinitiate the desired operation and to finalize it under optimum conditions.

- 95.3.3. The access to Phone Banking and Internet Banking may be temporarily unavailable because of technical reasons, for the maintenance of the systems and for improving the Bank Services provided, as well as for other reasons independent of BCR's will, including, but without being limited to, fortuitous cases and Force Majeure. Any period of unavailability because of technical reasons for the maintenance of the systems and for improving the Bank Services provided, shall be communicated to the Customers by displaying at the Bank Units offices and/or on the Website and/or through mass-media. The occurrence of Force Majeure events and fortuitous cases shall be communicated to the Customers according to the ABS.
- 95.3.4. If one of the components of the Internet Banking and Phone Banking Service is not available (either the unavailability is owed to a temporary interruption of the Service at BCR's initiative, or the unavailability is owed to technical problems caused by a third party supplier of services or because of other reasons independent of BCR's will, including, but without being limited to, fortuitous cases and Force Majeure etc.). The Customer shall be able to use the other functional component of the Internet Banking and Phone Banking Service. If both components of the Internet Banking and Phone Banking Service are not available, the Customer shall be able to address to any Bank Unit to perform the desired operations.
- 95.3.5. BCR can communicate with the Customer through the Internet Banking and Phone Banking Service by sending messages and Notifications. The messages or Notifications sent by BCR through the Internet Banking and Phone Banking Service shall be considered received by the Customer at the moment when they are placed in the Mailbox.

#### 95.4. **Performance of the operations through the Internet Banking and Phone Banking Service**

- 95.4.1. The Bank Transactions performed through the Internet Banking and Phone Banking Service cannot be revoked by the Customer after expressing their Consent, an exception being the scheduled Payment Instructions, with/without cyclicity, which can be amended with maximum 24 hours before the date of execution.
- 95.4.2. The registration of the Bank Transactions shall be done according to the following COT hours:
- (a) setting/depositing/liquidating the deposits and setting/liquidating the MAXICONT –20:00 o'clock. After 20:00, any operation received by BCR is executed with the date of the following calendar day;
  - (b) redemption of deposit certificates for a discount – available from Monday to Saturday in the 00:00-20:00 time interval. The operation is registered with the date of the calendar day in which it was ordered;
  - (c) the reimbursement by the Internet Banking and Phone Banking Service of the Loan installments owed to BCR shall be initiated by the Customer at least one calendar day prior to the installment due date.
- 95.4.3. The processing of the Instructions received through electronic means of communication during the Working Hours shall be done according to Art. 82.1.2 (*Operations with PO in lei*) and 82.1.3 (*Operations with PO in foreign currency*) in the present ABS, except for the Emergency Payment Operations (established according to the Standard Commission Fees) which cannot be performed by this service.
- 95.4.4. The Payment Instructions shall be processed and debited from the Current Bank Account in the day of their receipt if the Customer has sent the Payment Instructions during the Working Hours and according to the COT hours.
- 95.4.5. The Payment Instructions transmitted by the Customer outside of the Working Hours shall be processed and debited from the Current Bank Account in the Bank Day they were transmitted by the Customer in, only within the limit of BCR's available resources.
- 95.4.6. If the Customer does not receive the confirmation of the performance of the Bank Transaction by displaying through the Internet Banking or by phone confirmation for the operation performed through the Internet Banking and Phone Banking Service, they have the possibility to verify its performance by subsequently re-accessing the Internet Banking and Phone Banking Service or by requesting a Statement of Account in paper form, at any Bank Unit.

95.4.7. The scheduled Payment Instructions with/without cyclicity shall be performed automatically by the BCR system. The Customer must ensure that at the date when the Payment Instruction is scheduled there is sufficient money available in the Account which to allow the Bank Transaction to be performed.

95.4.8. The scheduled Payment Instructions with/without cyclicity initiated at the Bank Units cannot be cancelled through the Internet Banking and Phone Banking Service.

**95.5. The value of the Bank Transactions that can be performed through the Internet Banking and Phone Banking Service**

95.5.1. The maximum value of the Bank Transactions that can be ordered by the Customer by using the Internet Banking and Phone Banking Service shall be set through the relevant Convention.

95.5.2. The amounts shall be transferred in full and, at the moment of the transfer, the Customer shall be able to choose the SHA or OUR commissioning options.

95.5.3. All commissions related to the payments shall be charged separately from the transferred amount.

**95.6. Rights and Obligations of the Parties**

95.6.1. The Customer is entitled to request the blocking of the access to the Internet Banking and Phone Banking Service, by placing a call to the BCR Contact Center.

95.6.2. The Customer shall have the following obligations:

- (e) not to disclose, not to alienate to unauthorized persons and/or not to register the User Name, the Password, the PIN, the unique codes generated by the Token/eToken, the confidential matters related to the Secret Question and Answer, as well as to any other Security Element in a form that can be recognized;
- (f) to perform operations only within the limit of the available balance of the Accounts activated for the Internet Banking and Phone Banking Service;
- (g) to change the PIN for the Token/eToken and/or Password if there is suspicion that they are known by unauthorized persons;
- (h) to present the supporting documents related to the requested operations, within 30 Bank Days from BCR's request, when BCR considers necessary for them to be requested;
- (i) to come to a Bank Unit to receive a new Token necessary to unblock the Internet Banking and Phone Banking Service, if it was blocked for the reasons mentioned in Art. 95.6.3 letter (b) below;
- (j) to inform BCR by phone, by calling the BCR Contact Center for any error or irregularity occurring in relation to the Internet Banking and Phone Banking Service.

95.6.3. BCR shall have the following rights:

- (a) to suspend or to close the Internet Banking and Phone Banking Service, in the next day after the completion of a three-month period in which BCR cannot charge the commissions related to this Service from the Accounts activated for it. The reactivation of the suspended Internet Banking and Phone Banking Service shall be done at the Customer's request, after paying the overdue commissions related to the suspended service. In case of closing the Internet Banking and Phone Banking Service, the relevant Convention (i) ceases to be effective for the future and (ii) it shall remain in force for the Bank Services opened and operating based on it. For the access to the Internet Banking and Phone Banking Service to be reinitiated, it is necessary to conclude a new Convention;
- (b) to block from its own initiative the Customer's access to the Internet Banking and Phone Banking Service from objectively justified reasons, related to the security of the access to the Service, to a suspicion of unauthorized or fraudulent use of it or to a significantly increased risk for the Customer's inability to pay its payment obligations.

95.6.4. BCR shall have the following obligations:

- (a) not to disclose the Security Elements to unauthorized persons, an exception being the cases specifically provided by the law;
- (b) to proceed to blocking the access to the Internet Banking and Phone Banking Service immediately after receiving the phone call at the BCR Contact Center concerning the loss/theft/use without having the right to/any other unauthorized use of the Security Elements;
- (c) to inform the Customer concerning the blocking of the access to the Internet Banking and Phone

Banking Service and on the reasons of this blockage, if possible, prior to blocking it and, at the latest, immediately after blocking it, except the case in which the provision of this information breaches objectively justified safety reasons or it is forbidden by other relevant legal provisions;

- (d) to inform the Customer on the initiated Payment Instructions, by posting their status through the Internet Banking and Phone Banking Service;
- (e) to prove that a Bank Transaction was authenticated, accurately recorded, presented in Costs and that it was not affected by any technical difficulties or by other deficiencies if the Customer denies the fact that they have authorized an executed Bank Transaction or if they claim that the Bank Transaction was not correctly executed;
- (f) to transfer in full to the Beneficiary the total amount related to each Bank Transaction;
- (g) to provide to the Customer the information related to the payments made in the Internet Banking application, immediately after each Bank Transaction executed, so as the Customer can store and reproduce identical information;
- (h) to unblock the Customer's access to the Internet Banking and Phone Banking Service when it was blocked from the reasons mentioned in Art. 95.6.3 letter (b) above, once the reasons for having blocked it cease to exist.

#### **95.7. The Parties' liability concerning the Internet Banking and Phone Banking Service**

95.7.1. In addition to the provisions of Art. 80.1 above, the Customer is liable for the use and protection of the User Name, PIN, Password, Token/eToken BCR, of the confidential matters related to the Secret Question and Answer, of the unique codes generated by the Token/eToken BCR and of the other Security Elements after receiving them. The Customer shall notify BCR as soon as they find:

- (a) the loss, theft, destruction, use without right of the security elements and of the instruments provided by BCR or by any other unauthorized use thereof;
- (b) any error or irregularity occurred while BCR managed the Account;
- (c) the elements that cause suspicion concerning the possibility of the Security Elements being copied/held by unauthorized persons; and
- (d) malfunctions of the Token/eToken BCR or other incorrect identification data.

95.7.2. In addition to the situations provided in Art. 80.3 above, BCR shall be liable for:

- (a) the value of the Bank Transactions initiated after the moment when the Customer notifies the loss/theft/damage/blocking/compromise/malfunctioning of the Token/eToken BCR or the possibility of the existence of a copy of it or of the PIN/Password or of other Security Elements being known by unauthorized persons, if the Customer did not act in ill faith and/or if the malfunction was caused unwillingly; and
- (b) the lost value and for the improper performance of the Bank Transactions, if the loss or improper performance is attributed to a malfunctioning of the Token/eToken BCR, if it is proven that the malfunction was not caused willingly by the Customer.

95.7.3. In addition to the situations provided in Art. 80.3 above, BCR is not liable under the following circumstances:

- (a) for the Bank Transactions validly performed by the Customer and subsequently challenged by them;
- (b) for the consequences caused to the Customer by the interruption of any of the components of the Internet Banking and Phone Banking Service, which lead to the non-execution/improper execution of Bank Transactions, if the interruption is caused by (i) certain abnormal and unforeseen circumstances, outside of BCR's control, (ii) the actions/inactions of a third party provider of services the consequences of which could not have been avoided despite all diligences made to this effect, (iii) BCR's obligation or the obligation of another provider of payment services to observe certain imperative legal provisions; and
- (c) for the use of the Internet Banking and Phone Banking Service by a person other than the Customer.

## **96. MOBILE TRANSACTION SERVICE**

### **96.1. Operations that can be performed through the Mobile Transaction Service**

96.1.1. The Mobile Transaction Service allows the Customer to perform Bank Transactions from the mobile phone and to obtain personalized information concerning the Accounts activated for this Service, which

is available around the clock.

96.1.2. BCR shall be able to introduce new functionalities of the operations performed through the Mobile Transaction Service, being possible to provide them to the customers starting with the date when BCR communicates their activation.

#### 96.2. **Operation of the Mobile Transaction Service**

96.2.1. The Customer identification is performed by accessing the Mobile Transaction Service from the mobile phone and introducing the Password. The consent for the authorization of each Bank Transaction performed through the Mobile Transaction Service is given according to Art. 74.4 above. All data communicated by the Customer upon the Consent granted according to the above mentioned conditions shall be considered accurate by BCR.

96.2.2. During the period in which the Mobile Transaction Service is active, the Customer can amend the mobile phone number associated to the Mobile Transaction Service, as well as the activated Accounts. If the Customer wishes to activate several Accounts for this Service, the rule is that a different Account is attached to each phone number.

96.2.3. The Mobile Transaction Service is automatically ended when there is no longer at least one active Account for this Service.

96.2.4. For the Bank Transactions operated through the Mobile Transaction Service, BCR sends to the Mobile Transaction Phone Number a confirmation SMS.

96.2.5. If, during the use of the Mobile Transaction Service, an event takes place that leads to the interruption of the session before the authorization, the operation shall not be considered confirmed by both parties and, consequently, BCR shall not process the Customer's Instructions. The Customer shall have the possibility to use the Mobile Transaction Service to reinitiate the desired operation and to complete it in optimum conditions.

96.2.6. In case of inputting the Password erroneously three consecutive times the Customer's access to the Service shall be blocked. The unblocking/reactivation of the Mobile Transaction Service shall be done after the Customer places a call to the BCR Contact Center and the Customer is identified based on the Security Elements and the identification information.

#### 96.3. **Performing operations through the Mobile Transaction Service**

96.3.1. The Bank Transactions performed through the Mobile Transaction Service are processed in real time, having an immediate impact on the Customer's Account balance and they cannot be revoked by the Customer after they were confirmed by selecting the zero key.

96.3.2. The recording of the Bank Transactions shall be done according to the COT hours provided in Art. 95.4.2 above.

96.3.3. In case after performing the Bank Transaction through the Mobile Transaction Service, the Customer does not receive, from the SMS message confirming it, , the Customer can verify the performing of the transaction by subsequently re-accessing the Mobile Transaction Service, or by requesting, at any Banking Unit, a hard copy of the Statement of Account.

#### 96.4. **Rights and obligations of the parties**

96.4.1. The Customer shall be entitled to request the blocking of the access to the Mobile Transaction Service by placing a call to the BCR Contact Center.

96.4.2. The Customer shall have the following obligations:

- (a) not to disclose to unauthorized persons and/or to register the Password in a form that can be recognized;
- (b) not to alienate the SIM card attached to the Mobile Transaction Phone Number and the Password;
- (c) not to revoke the Bank Transactions initiated by the Mobile Transaction Service;
- (d) to perform operations only within the limit of the available balance of the Account/Accounts activated for the Mobile Transaction Service;
- (e) to change the Password if there are suspicions that it is known by unauthorized persons;
- (f) to change the Mobile Transaction Phone Number immediately after the occurrence of any event that

could prevent the Customer's access to the Mobile Transaction application, especially in the case of loss of theft of the phone and of the SIM card, changing the phone number, terminating the contract with the mobile phone supplier etc.;

- (g) to present the supporting documents related to the requested operations, within 30 Bank Days from BCR's request, when BCR considers necessary for them to be requested;
- (h) to use the Mobile Transaction Service according to its operation conditions; and
- (i) to inform themselves on the operation conditions of the requested Bank Services and on the amount of the commissions, fees and charges in force for the operations requested through the Mobile Transaction Service, prior to the performance of any operation.

#### **96.5. Parties' liability in relation to the Mobile Transaction Service**

96.5.1. The provisions of Art. 80 of Chapter XIII (*PAYMENT OPERATIONS*) and of Art. 95.7 of Chapter XV (*24 BANKING BCR*) are also appropriately applicable concerning the parties' liability in relation to the Mobile Transaction Service.

96.5.2. In addition, BCR is not liable for the consequences caused to the Customer by the non-execution/improper execution of the Bank Transactions if: (i) the mobile phone operator the Customer is subscribed to is not able to fulfil its own obligations; (ii) the Customer is not within the coverage area or their mobile phone is closed at the time of transmitting the SMS message confirming the Bank Transactions operated; (iii) the mobile phone does not operate because of the obligations the Customer has towards mobile phone services suppliers; (iv) the integrity of the data transmitted accurately and in full by BCR is lost because of the mobile phone service supplier's fault; (v) it is impossible for the mobile phone to receive messages because of its settings or because of restrictions owed to the mobile phone service supplier; or (vi) the mobile phone service supplier the Customer is subscribed to charges fees or commissions for the messages received.

### **97. THE ALERTS SERVICES**

#### **97.1. Operations that can be performed through the alerts Service**

97.1.1. Through the Alerts Service, the Customers shall be able to benefit of the transmitting by BCR of SMS or e-mail alerts, concerning the Payment Operations from the Customer's Bank Accounts, as well as concerning the balance of the Accounts related to the Credit Card, according to the relevant Convention.

#### **97.2. Description of the Alerts Service**

97.2.1. At the Customer's choice, the Alerts Service allows the transfer of SMS or e-mail alerts concerning the following:

- (a) the standard component: deposits into the Current Bank Accounts and Regular Payments;
- (b) the "Plus" component, in addition to point (a) above, the Payments made at merchants and the withdrawals of cash through the Debit Card attached to the Current Bank Account, as well as the Payments ordered from the Current Bank Accounts through the Internet Banking and Phone Banking Service; and
- (c) the "Credit Card" component, in addition to points (a) and (b) above, the payments made at merchants and the withdrawals of cash through the Credit Card. The reimbursements to the Credit Card Account are not included in this Service.

#### **97.3. Operation of the Alerts Service**

97.3.1. The Alerts Service is addressed to the Customer, holders of BCR Accounts (in lei or foreign currency), users of national mobile phone services or holders of an e-mail.

97.3.2. The operation of the Alerts Services is based on the settings made by the Customer through the relevant Conventions concluded with BCR.

97.3.3. BCR shall send the alerts related to the Alerts Service to the mobile phone number or the e-mail address communicated by the Customer at the date of activating this Service or those communicated subsequently during the development of the contractual relation.

97.3.4. The components of the Alerts Service can be attached individually to each Current Bank Account,

respectively to each Credit Card Account held by the Customer with BCR.

- 97.3.5. The Alerts Service, available by SMS or by e-mail, can be limited by the coverage of the mobile phone network, respectively of the internet supplier's network used by the Customer. Therefore, if the Customer is not in the coverage areas or their phone is closed, the SMS message or e-mail reception shall be affected.
- 97.3.6. During the period in which the Alerts Service is active, the Customer may amend (i) their settings concerning: a) the channel for transmitting the alerts: SMS or e-mail; b) the ceiling for which the alerts are generated and (ii) the Accounts associated to the Alerts Service. In addition, the Customer can make the transition from one component to another within the Alerts Service or they can renounce a certain component.
- 97.3.7. In case of the "Plus" component, for the Payment Operations performed, the Customer shall receive the alerts in real time, at the moment when the payments are made, except for the case when delays may exist, generated by the operation of the mobile phone or internet services, including those generated by a fortuitous case or by Force Majeure. In case of deposits into the account, the Customer shall receive the alerts during the time intervals predefined by BCR or agreed by the Customer, according to the relevant Conditions.
- 97.3.8. When activating the standard and "Plus" components in the Bank Units, they shall have the characteristics predefined by BCR and, subsequently, the Customer shall be able to configure them according to their own needs.
- 97.3.9. During the period of operation of the Alerts Service, BCR shall be able to introduce new functionalities to its components, which shall be made available to the Customers gradually, starting with the date when BCR shall communicate their activation.
- 97.3.10. For exceptional circumstances, at the express request of the Customer, BCR shall not transmit the alerts related to the Alerts Service to prevent unauthorized access to information related to bank secrecy, the Service remaining active and the Customer owing the related commissions.
- 97.3.11. The provision of the Alerts Service ceases automatically, without Notification and without the fulfilment of any prior formalities, if there is not at least one component of the Alerts Service attached to at least one of the Customer's Accounts, regardless of the reason of such inexistence.

#### **97.4. Parties' liability in relation to the Alerts Service**

- 97.4.1. The provisions of Art. 80 of Chapter XIII (*PAYMENT OPERATIONS*) and of Art. 95.7 of Chapter XV (*24 BANKING BCR*) are also appropriately applicable concerning the parties' liability in relation to the Alerts Service.
- 97.4.2. In addition, BCR is not liable in any of the following cases: (i) the mobile phone or internet service supplier the Customer is subscribed to is not able to fulfil its own obligations; (ii) the Customer is not within the coverage area or their mobile phone is closed at the time of transmitting the SMS message; (iii) the Customer's mobile phone or e-mail does not operate because of the obligations the Customer has towards mobile phone or internet service suppliers; (iv) the integrity of the data transmitted accurately and in full by BCR is lost because of the mobile phone or internet service supplier's fault; (v) it is impossible for the mobile phone of the Customer to receive messages because of its settings or because of restrictions owed to the mobile phone service supplier; (vi) the mobile phone or internet service supplier the Customer is subscribed to charges fees or commissions for the alerts received.
- 97.4.3. BCR is liable for the content of the alerts as long as they are in the BCR's computer system.
- 97.4.4. The Customer shall be liable for: (i) protecting the integrity and confidentiality of the information received from BCR through the Alerts Service; (ii) changing the phone number or the e-mail address, immediately after the occurrence of any event that could prevent the Customer to have access to the alerts, especially in case of the loss or theft of the phone and of the SIM card, of unauthorized access to the e-mail account, of changing the phone number, closing the e-mail account, ceasing the contract with the mobile phone or internet supplier; (iii) asking to deactivate the component(s) of the Alert Service in case of (a) loss or theft of the phone and of the SIM card, (b) unauthorized access to the e-mail account, (c) occurrence of any event that could prevent the Customer to have access to alerts or (d) in any other situations expressly requested by the Customer, until their remedial; (iv) and for the request

made by the Customer for the reactivation of the component(s); (v) notifying BCR concerning the amendment of the data declared in the relevant Conventions within 5 (five) days from the date when the amendments were operated.

97.4.5. In the absence of Instructions to the contrary, BCR shall continue to send alerts to the phone number or e-mail address provided by the Customer, according to the relevant Convention.

## **XVI. SAVING PRODUCTS**

### **98. TYPES**

98.1. The saving products provided by BCR are deposits, saving accounts, saving plans and deposit certificates.

### **99. SETTING THE SAVING PRODUCTS**

99.1. To set the saving products, BCR shall open an Account on behalf of the Customer, which shall be considered opened at the date when the Customer submits at least the minimum amount for setting it, according to the relevant Convention concluded with the Customer, for which BCR shall award interests to the amounts submitted in it, according to the provisions of the respective Convention.

99.2. The setting of a savings product, the deposits into it or its liquidation can be performed by the Customer at any Bank Unit during the Working Hours, in cash and/or by transfer and, for the users of the Internet Banking and Phone Banking Service, through transfer.

99.3. BCR is entitled to establish the minimum amount of the saving products, as well as the minimum period for which they are set. The minimum amounts for setting the saving products are presented in the BCR offer and displayed by BCR at the Bank Units, in visible locations.

### **100. OPERATIONS IN THE ACCOUNTS OF SAVING PRODUCTS. THE STATEMENT OF ACCOUNT**

100.1. BCR ensures the informing of the Customer concerning the operations performed in the Accounts of the saving products through the Statements of account provided free of charge once a month, at the Bank Units.

100.2. The Statement of Account shall be considered approved if it is not challenged within 5 (five) Bank Days. The approval of the Statement of Account does not exclude the Customer's right to subsequently challenge its content, for registration and computation errors, for omissions or double recordings, under the conditions applicable to the Accounts, established in Clause 78 (*Statements of Account and identified errors*).

100.3. The operations consisting in deposits and releases of cash into the Accounts of saving products are subject to the provisions of Chapter XII (*OPERATIONS IN CURRENT BANK ACCOUNTS*).

100.4. If the Customer performs Payment Operations from the Current Bank Account attached to the saving product, the provisions of these operations Chapter XIII (*PAYMENT OPERATIONS*) shall be applicable to these operations.

### **101. CREDIT INTEREST**

101.1. For term deposits, BCR shall award the interest as bonus as follows:

101.1.1. For the term deposits in lei/forex without capitalization, the interest improves monthly, each semester or upon maturity, at the date equal to the date when the term deposit was set, and shall be paid in the indicated Current Bank Account of the Customer, as it has been specified in the Convention, by means of which the term deposit has been set.

101.1.2. For term deposits in foreign currency without capitalization, the interest is awarded as bonus at maturity, in the indicated Current Bank Account of the Customer, except for the following types of term deposits:

- of 12 months, for which the interest can awarded as bonus monthly, as well, in the Current Bank Account of the Customer, upon their request; and
- of 24 or 36 months, for which the interest is awarded as bonus half-yearly, in the Current Bank Account of the Customer

101.1.3. For the term deposits in lei/foreign currency with capitalization, the interest is awarded as bonus at the deposit's maturity, in the same term deposit, the deposit being increased at maturity with the interest is awarded as bonus for the previous period.

101.2. The interest for the term deposits consists of the interest related to the amount for setting the deposit and the

interests corresponding to each subsequent deposited amount. The interest related to a subsequent deposited amount is determined by using the interest type related to the main deposit, as follows:

101.2.1. the interest level corresponding to the level of the installment in which the supplied amount is included and corresponding to the term equal to the residual maturity of the main deposit or immediately inferior to it;

101.2.2. if the residual maturity of the main deposit is lower than one month for the LEI/ EUR/ USD currencies: the interest level is determined by decreasing 2 pp in case of LEI, respectively 0.5 pp in case of the EUR/USD currencies from the interest used for the installment corresponding to the amount for which the supply is performed, related to the maturity of one month. If the residual maturity of the main deposit is lower than 3 months for the GBP/CHF currencies: the interest level is determined by decreasing 0.5 pp in case of the GBP currency and 0.1 pp in case of the CHF currency, respectively, from the interest related to the 3 month maturity.

101.3. At the date of the automatic prolongation of the term deposit, the awarded interest shall be the interest rate practiced and displayed by BCR on the date of prolongation.

101.4. At the withdrawal of the amounts submitted prior to the expiry of the term for which the term deposit was set, BCR does not pay the interest. Any interest already paid to the Customer (which, by withdrawing the amounts submitted prior to the expiry of the term for which the term deposit was set, becomes undue) shall be recovered by BCR from the term deposit or from the Current Bank Account, as applicable.

101.5. For the saving accounts, BCR shall award the interest as bonus as follows:

101.5.1. Monthly, for the lei Accounts, and quarterly, for the foreign currency accounts, at the date equal to the date when the Account was opened or at the date when liquidating the Account;

101.5.2. If the balance of the saving Account becomes lower than the minimum compulsory limit provided by the relevant Convention, the amounts existing in this Account are transferred to the Customer's Current Bank Account, the interest awarded as bonus being that related to the Current Bank Account Convention.

101.6. For the saving plans, BCR shall award the interest as bonus as follows:

101.6.1. for the saving plans set without capitalization, the interest is awarded as bonus at the final maturity in the Current Bank Account according to the relevant Convention;

101.6.2. for the saving plans set with capitalization, the interest is awarded as bonus at the final maturity, according to the relevant Convention, their balance being increased at maturity with the interest awarded as bonus for the previous period;

101.6.3. at the date of the automatic prolongation of savings plans, the interest awarded shall be that used and displayed by BCR at the Bank Units in the day of the automated prolongation of the saving plans;

101.6.4. At the withdrawal of the amounts submitted prior to the expiry of the term for which the saving plan was set, BCR does not pay the interest. Any interest already paid to the Customer (which, by withdrawing the amounts submitted prior to the expiry of the term for which the saving plan was set, becomes undue) shall be recovered by BCR from the term deposit or from the Current Bank Account, as applicable.

## **102. TERMINATION OF THE SAVING PRODUCTS**

102.1. The saving products are terminated in the following general cases:

102.1.1. by reaching the term for which they were set, except for the case in which the Customer chose to automatically prolong them, case in which BCR prolongs them automatically, for the same term for which they were initially set. Starting with the prolongation date, the interest awarded shall be that used by BCR in the prolongation day for the relevant saving products;

102.1.2. by the balance decreasing below the minimum established value;

102.1.3. by the withdrawal of an amount from the term deposit Account set or from a saving plan;

102.1.4. At the request of the Customer or of the Representative having full powers, even before the fulfilment of the term for which the deposit was set, case in which the Customer shall be held liable for covering the



prejudice that could be suffered by BCR by terminating the deposit early; or

102.1.5. in any other cases provided by the relevant Conventions concluded between BCR and the Customer.

102.2. At the maturity/liquidation of a saving product, the Customer may ask for the closing of the Account which was attached to the respective product. The Customer agrees for BCR to perform the closing of the Account which was attached to the saving product only based on a written request from the Customer, to protect the Customer's interests this way. The Account can be closed only if it is not attached to other Bank Services provided to the Customer or if it is not garnished or frozen, according to the law, for the Customer to fulfil certain obligations undertaken towards third parties.

### **103. INHERITANCE OF THE AMOUNTS AND OF THE STORED VALUES**

103.1. For the release of the amounts from deposits/saving accounts/certificates of deposit with discount/saving plans to the inheritors of the Customer, they shall have to submit to BCR the proof of their rights of succession in relation to the deposit/saving account in case.

### **104. THE BANK DEPOSIT GUARANTEE FUND**

104.1. Banca Comercială Română is part of the Deposit Guarantee Fund in the Romanian Banking System, being included in the list of credit institutions participating to the Deposit Guarantee Fund in the Romanian Banking System. By payment of compensations, its depositors have their deposits guaranteed, within the limit of the ceiling periodically established, which on the date of signing this Contractual Documentation is worth EUR 100.000 in RON equivalent per depositor per bank. This list can be consulted by the Client directly on the webpage [www.fgdb.ro](http://www.fgdb.ro) of the Deposit Guarantee Fund in the Romanian Banking System.

104.2. The Client's available funds recorded with BCR, according to the legal regulations in force on deposit guarantee, are secured within the limits established by the Deposit Guarantee Fund in the Romanian Banking System, unless the Client's deposits are covered by the categories stipulated in the List of unsecured deposits, according to the Government Ordinance no. 39/1996 on the Deposit Guarantee Fund in the Romanian Banking System, with subsequent amendments and additions.

104.3. BCR lists at the Bank Units the information on guaranteeing deposits by the Deposit Guarantee Fund in the Romanian Banking System, the coverage level and the List of unsecured deposits. Moreover, upon the Client's request, BCR can provide at any time, at the Bank Units, information regarding the calculation manner, documents, conditions and formalities necessary for benefitting from compensations paid by the Deposit Guarantee Fund in the Romanian Banking System.

104.3. If, after submitting an affidavit on guaranteed deposits, modifications are made leading to the change of the deposit category, secured or unsecured, the Client is obliged to submit with BCR an amending affidavit mentioning the new category, within 30 days from the mentioned change.

## **XVII. LENDING OPERATIONS**

### **105. APPLICATION. INTERPRETATION**

105.1. Unless otherwise expressly provided, the provisions of this chapter shall apply to any lending operations performed by BCR, regardless of the Loan's form.

105.2. The ABS clauses that are not referring to a certain type of Loan are used for all categories of Loans granted to the Customers by BCR. The ABS clauses that refer to a certain type of Loan are used only for the respective type of Loan.

### **106. DRAWDOWN OF THE LOANS**

106.1. Any Loan is usually used after the full completion or express renunciation by BCR to the fulfilment of the prerequisite conditions provided by the Convention and, respectively, after the use of own sources of the Customer, if applicable.

106.2. Any Loan is usually made available to the Customer by transferring the amount from the separate Loan account to an Account of theirs, from where payments will be made according to the purpose of the respective Loan, mentioned in the Convention.

106.3. Any Loan is made available to the Customer in the currency stipulated in the Convention.

## **107. INTEREST**

107.1. The current interest related to the Loans granted to the Customer by BCR is computed according to the provisions of the Convention, according to the formula provided by it.

107.2. The amendment of the current interest rate is performed according to the following principles:

107.2.1. for Loans having a fixed interest rate, the interest rate is kept constant during the entire lending period, with the exceptions provided in the Convention.

107.2.2. for the Loans having a floating interest rate, the amendment of the current interest rate (%) leads to the recomputation of the interest owed, by applying new interest rates on the balance of the Loan existing at the amendment date and BCR shall issue a new reimbursement schedule, which will be provided to the Customer according to the provisions of the Convention.

107.2.3. for the Loans with floating interest established depending on the ROBOR/ LIBOR/ EURIBOR index of reference, the interest level is amended depending on their evolutions, in the manner provided in the Convention.

107.3. The penalty interest rate shall be applied under the conditions and at the value provided in the Convention.

## **108. EFFECTIVE ANNUAL INTEREST RATE (EAI)**

108.1. For Loans having a fixed interest rate, the computation of EAI is performed starting from the assumption that all Costs established through the Convention shall remain unchanged for the entire period agreed between the parties and provided in it and the Customer shall fulfil its contractual conditions at the terms and under the conditions provided in the Convention.

108.2. For Loans having a floating interest rate, EAI is computed based on the assumption according to which the interest rate related to the Loan and the other Costs shall remain fixed in relation to the initial level and they shall apply identically until the ceasing of the Convention.

108.3. For Loans having a fixed interest rate for the initial period and then having a floating interest rate, depending on an index of reference, the computation of EAI is based on the assumption that, at the end of the period with a fixed interest rate related to the Loan, the interest rate is the same as until the computation of EAI, based on the value of the index valid at that time and it shall apply identically, until the ceasing of the Convention.

108.4. The following costs are not taken into consideration when computing EAI:

108.4.1. the expenses payable by the Customer for the non-observance of one of their commitments stipulated in the Convention;

108.4.2. when the opening of the Account is the Customer's choice, the costs necessary for the transfer of funds, the costs for managing an Account which registers both the payment operations and the drawdowns, the costs of using a means of payment both for the payment operations and for drawdowns, other costs concerning the payment operations;

108.4.3. the costs concerning the fees owed as subscriptions as member in associations or groups and which result from agreements separate from the relevant Convention, even if these subscriptions influence the Loan conditions;

108.4.4. the costs related to optional guarantees or insurances.

## **109. REIMBURSEMENT OF THE LOAN AND PAYMENT OF THE INTERESTS. EARLY REIMBURSEMENT**

109.1. The reimbursement of the Loan and the payment of the related interests and commissions shall be performed by the Customer and, as applicable, by the Codebtor(s)/Fidejussor(s), in the same currency in which the Loan was granted.

109.2. The sum of the total monthly installments and the maturities are written on the reimbursement schedule, provided in the Convention, except for the lines of credit and the overdrafts, for which a reimbursement schedule is not prepared.

109.3. In case of the early reimbursement of the Loan and of the Loan decrease as a result of not using it within the drawdown deadline, BCR shall provide to the Customer, in writing or on another durable format, the new reimbursement schedule, this being opposable to the Customer without the fulfilment of other formalities.

109.4. In case of the Customer's decease, their inheritors shall be under the obligation to cover any amounts owed to BCR based on the Convention, proportionally with each of their share of the inheritance, in the extent in which the Customer did not conclude a life insurance or BCR was not appointed beneficiary through the related insurance contract or if the insurance company did not cover in full such amounts from the insurance indemnity resulting from such an insurance. The Convention, as well as its related guarantee Contracts, can be enforced by BCR against the inheritors of the Customer, even before splitting the undivided assets, according to the applicable provisions of the Civil Code.

## **110. SECURING THE LOAN**

110.1. The Customer undertakes to secure the Loan, the current interests, the commissions, the penalties, as well as any other expenses BCR could incur in relation to the preservation or recovery of the assets pledged as security, as well as any other related amounts, with the securities and under the conditions provided through the Convention. The securities thus set shall maintain their validity in case of prolonging the relevant Convention through Addendums, as well.

110.2. The Customer shall cover all expenses and/or the fees related to the setting in good condition of the securities, to insuring their advertising in the Land Register and/or the Electronic Archive for Secured Transactions, as applicable, and their removal from the advertising registers.

## **111. INSURANCE**

111.1. If the nature of the assets pledged as security allows it, the Customer, at its own expense, shall insure against all risks the goods that are the object of the Securities.

111.2. The Customer is entitled to choose freely the insurance company and/or insurance broker to conclude the insurance contracts specified in the relevant Convention.

111.3. The Customer shall assign or mortgage the rights related to the insurance contract in favor of BCR or they shall appoint BCR as beneficiary of the insurance allowance, according to BCR's request from the relevant Convention.

111.4. If the Customer does not fulfil their insurance obligation according to the conditions in Art. 111.1 - 111.3 above, BCR, without being obligated to, is entitled and it is authorized by the Customer(s) to insure the goods pledged as security, (ii) to choose the company and the insurance conditions and (iii) to debit the Customer's Accounts with the amounts related to the insurance.

## **112. RIGHTS AND OBLIGATIONS**

112.1. In addition to the obligations provided in the Convention, the Customer shall also have the following obligations:

- 112.1.1. to mention the destination of the payments on the documents by which they make drawdowns from the Loan for the Loans having a specific destination;
- 112.1.2. to notify BCR in writing, within 15 calendar days from the increase of the index of reference, if it is objectively impossible to them to accept the interest increase;
- 112.1.3. to allow BCR's representatives access to inspect the works performed from the Loan granted and the assets that are the Loan's security;
- 112.1.4. to submit to the insurance company all of the documents provided in the insurance conditions to receive the compensation, within 24 hours from the occurrence of the insured risk event and to notify BCR in relation to the occurrence of the insurance risk, within 48 hours from the occurrence of the event;
- 112.1.5. to notify BCR within maximum 5 (five) Bank Days from the occurrence of any situations that could make it impossible for them to execute the obligations arising from the Contractual Documentation;
- 112.1.6. in case of taking into account, when granting the Loan, the revenues obtained from disposing of the use over assets, to conclude lease contracts for the entire reimbursement period of the Loan or the lease contract concluded by the Customer must cover the entire validity period of the contract or it must include a prolongation or renewal clause;
- 112.1.7. to use the assets pledged as Security with the diligence of a good owner, according to their destination;
- 112.1.8. not to perform actions that could generate a state of insolvency, not to set or liquidate any assignment patrimonial assets, including, but without being limited to, the professional patrimony,

and not to transfer any good or right among the patrimonial assets the titular of which they are, if, by such an action, they would prejudice BCR's ability to satisfy the receivables;

- 112.1.9. in case of investment Loans, to observe the environmental legislation in Romania and to obtain any environmental authorizations required by the legal regulations in force;
- 112.1.10. Not to oppose for their employer to be contacted by BCR for the performance of any verifications concerning their quality of employee; and
- 112.1.11. In case of Loans for the purchase of consumption goods granted to natural persons, customers of the trading companies BCR has concluded contracts with, the Customer expressly authorizes BCR to open a Current Bank Account or a Loan Account in their name and to perform crediting and debiting operations into/from these Accounts in the name and on behalf of the Customer, for the payment operations towards the trading companies in case, according to the provisions of the Contractual Documents.

112.2. Except for the rights expressly provided in the Convention, the Customer also has the following rights:

- 112.2.1. to reimburse the Loan early, in full or partially, under the conditions in the Convention, case in which BCR shall recompute the interest related to the Loan depending on the new balance of the Loan and the period remaining until the reimbursement;
- 112.2.2. to be informed, on paper or on another durable support, in relation to any amendment of the interest rate related to the Loan concerning the value of the payments to be performed after the entering into force of the new interest rate related to the Loan, the number and frequency of the payments – if they are amended;
- 112.2.3. to be informed in writing, by phone, by SMS or by e-mail by BCR, at least 15 calendar days prior to transmitting to the record systems such as credit bureaus the negative data (in the understanding of provided by Decision no. 105/2007 of the National Supervisory Authority for Personal Data Processing) or the information concerning the payment delays of the obligations arising from the lending activity;
- 112.2.4. to be informed in writing, by phone, by SMS or by e-mail by BCR prior to transmitting to the record systems such as credit bureaus the data concerning discrepancies (inconsistent information, resulted from the documents submitted at the date when requesting the loan, because of the Customer's fault) and fraud (information concerning crimes or violations in the financial-banking field, in direct relation with a participant, found by definitive and irrevocable judge's decisions, as applicable, or by unchallenged administrative documents).

112.3. Upon termination of the Convention, including by reaching its term, termination, repudiation, exercising the right of withdrawal or that of anticipated reimbursement from the Customer, BCR undertakes to provide to the Customer, free of charge, a document certifying the fact that all obligations between the parties were settled or which to indicate the non-fulfilled contractual obligations.

112.4. BCR is entitled:

- 112.4.1. to verify the observance of the conditions of use of the Loan, its destination, the permanent existence and integrity of the guarantees for the entire lending period;
- 112.4.2. to recover from the amounts related to the compensations received from the insurance company, as a result of the occurrence of the insured event, the Customer's obligations existing at the respective moment;
- 112.4.3. to declare due and payable the Loan granted based on the Convention, together with all of the related interests, commissions, charges and any other owed amounts and, respectively, to unilaterally terminate the Convention, in the cases and under the conditions provided by it;
- 112.4.4. to recover by way of enforcement the amounts owed by the Customer, according to the provisions of the Convention, if they were declared exigible.

### **113. THE ACCOUNT FOR CARRYING OUT THE LOAN**

113.1. If, for the use of the Loan, the Customer must hold a Current Bank Account opened with BCR for drawdowns and reimbursements of the Loan, BCR shall offer to the Customer the possibility to choose an Account for carrying out

the Loan, which allows only for Loan drawdown and reimbursement operations, and/or for a standard Current Bank Account, which allows both Loan drawdown and reimbursement operations and other specific operations, according to the relevant Convention.

113.2. If the Customer chooses an Account for carrying out the Loan (becoming the titular of the Account for carrying out the Loan), the conditions for its use are the following: the allowed operations, to which the drawdown and/or intra-/interbank transfer commissions are not applied at BCR's booths, within the limit of the awarded Loan, as well as Loan reimbursement; for the interbank transfer of the loan amounts, the Customer shall pay only the fees or charges charged by third parties in relation to these operation; once all Loan amounts are withdrawn or transferred, no other withdrawal or transfer operations are possible, except for those of intra-bank transfers to own accounts of the Customer; if other operations are performed through the Account for carrying out the Loan, BCR is entitled to recover from the Customer the commissions related to these operations, according to the relevant Convention; BCR does not charge a management commission for this Account; BCR does not grant as bonus any interest for the money available in this account; the Statement of Account shall be made available to the Customer in the Bank Units, free of charge, for each calendar month; the account shall closed automatically at the date of the full reimbursement of the Loan and of all amounts owed based in the Convention.

113.3. If the Customer chooses to open a standard Current Bank Account, it shall be permitted to perform through it any operations specific to the Current Bank Account, as well as attaching Bank Services or the access to the Current Bank Account also by Internet Banking and Phone Banking Service. For this Current Bank Account, BCR shall charge all commissions specific to the management and performance of operations through the Current Bank Account, according to the Contractual Documentation.

113.4. The Customer is fully aware that, during the interval between depositing into the Account the amount from the Loan made available by BCR and the use of such amount by the Customer, garnishments could be set and/or other enforcement procedures could be initiated and/or be available to the Representative and, therefore, the amounts in the account obtained from the Loan could be used according to the provisions of the respective enforceable securities.

## APPENDIX 1

### SEVERAL LEGAL REGULATIONS IMPORTANT FOR THE CONTRACTUAL RELATIONS BETWEEN BCR AND ITS NATURAL PERSON CUSTOMERS

**NOTE: The list below is not exhaustive, but informative, and it takes into account the mentioned regulatory acts as they could be amended and supplemented in the future**

- The Civil Code, including Law no. 71/2011 for the application of Law no. 287/2009 on the Civil Code
- Government Emergency Ordinance no. 99/2006 on the credit institutions and capital adequacy
- Government Emergency Ordinance no. 50/2010 on loan agreements for consumers
- Law no. 193/2000 on abusive clauses in the contracts concluded between merchants and consumers
- Law no. 363/2007 on the combating of unfair practices of merchants in their relation with the consumers and the harmonization of the regulations with the European legislation on consumer protection
- Government Ordinance no. 21/1992 on consumer protection
- Government Decision no. 1553/2004 on certain manners of stopping illicit practices in the field of protecting the collective interests of consumers
- Law no. 190/1999 on mortgage loans for real estate investments
- Law no. 677/2001 on the protection of natural persons with regard to the processing of personal data and the free movement of such data;
- Decision 132/2011 on the conditions of processing the personal number and other personal information, having an identification function of general applicability
- Decision of the National Supervisory Authority For Personal Data Processing no. 105/2007 on the processing of personal data in record systems such as credit bureaus
- Decision of the National Supervisory Authority For Personal Data Processing no. 100/2007 on establishing the situations in which it is not necessary to notify the processing of data having a personal nature
- Decision of the National Supervisory Authority For Personal Data Processing no. 11/2009 on establishing the categories of operations of personal data processing, likely to pose special threats to the rights and liberties of persons
- Decision of the National Supervisory Authority For Personal Data Processing no. 90/2006 on the situations in which it is not necessary to notify the processing of personal data
- Decision of the National Supervisory Authority For Personal Data Processing no. 91/2006 on the situations in which the simplified notification of the personal data processing is allowed
- Government Emergency Ordinance no. 113/2009 on payment services
- NBR Regulation 21/2009 on payment institutions
- Law no. 127/2011 on the activity of electronic currency issuance
- NBR Regulation no. 8/2011 on the institutions issuing electronic currency
- NBR Regulation no. 6/2006 on the issuance and use of electronic Payment Instruments and the relations between the participants to the transactions with such instruments
- Law no. 506/2004 on the processing of personal data and the protection of private life in the electronic communication sector
- Government Ordinance no. 85/2004 on consumer protection upon the conclusion and execution of remote contracts concerning financial services
- Law no. 365/2002 on electronic commerce
- Government Decision no. 1308/2002 on the approval of the Methodological Norms for the application of Law no. 365/2002 on electronic commerce
- NBR Regulation no. 2/2005 on the payment order used in loan/transfer operations.

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