

# Framework Agreement for Banking Services

BCR 

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## GENERAL PROVISIONS

### I. GENERIC ASPECTS

#### 1. DEFINITIONS

1.1. The terms written in capitals in CSB have the meaning assigned below, meaning which will also be assigned to these terms when they are used in Conventions, except for the case in which the Conventions include specific definitions:

##### 1.0.1 General definitions

**A Portable Accessory** is an electronic device which may be worn by a Client (for example: bracelets or watches) or attached to an object (for example: self-adhesive stickers), representing the electronic payment device, secured and customised whose features are described in chapter XIV of CSB.

**APT/ MFM** represent the equipment type banking automatic machines operating based on banknote and card acceptors/Portable Accessories allowing payment transactions such as invoices payment, cash deposits, funds transfer between own accounts, currency exchange between own accounts, etc.

**BCR** means Banca Comercială Română S.A., a credit institution organized according to the Romanian law as a stocks company, managed in a dual system, headquartered in Bucharest No.15, Calea Victoriei, District 3, code 030023, registered with the Trade Register under no. J40/ 90/ 91, CUI 361751, Banking Register: RB-JPR-40-008/1999, Code BIC RNCBROBU.

**BNR** represents the National Bank of Romania, headquartered in Bucharest, No. 25, Lipscani Street, District 3, code 030031, telephone 021.313.04.10 or 021.315.27.50, fax: 021 312 38 31, website: www.bnro.ro, e-mail:info@bnro.ro.

**Real Beneficiary** means a physical person holding or eventually controlling the Client and/ or the physical person in the name or on behalf of whom a payment transaction is directly or indirectly performed.

**Card** represents the debit or credit card, in RON or foreign currency, representing the electronic payment instrument, securitized and personalized, whose characteristics are described in chapter XIV of CSB.

**Electronic Communication Channels** mean the electronic means of communication (for example, Mailbox, SMS, e-mail, Website "My Account" section) through which BCR will send Client Notifications and Information when Clients contracted Remote Banking Services, declared an e-mail address/ mobile phone number, or in the case of Notifications communicated on the Website, after the Client has been informed about the transmission of Notifications in this way according to the CSB.

**Payment Incidents Register** is a national intermediation center which manages the specific information of payment incidents for the public interest, including for the purposes of its users.

**Client** means the physical person, resident and/ or non-resident who benefits of any of the Banking Services, as well as any agent of that person.

**Client having the quality of affiliated party to the credit institution** means any shareholder having a qualified participating interest in BCR capital, member of BCR management body or the person with a key position in BCR or a close member of BCR management body or to the person with a key position in BCR (for instance: life partner, child, child of the life partner, dependent on the person with key position or on the life partner).

**Card reader** represents the electronic terminal meant to express the consent by passing a Card through the device/getting a card closer to the device and inserting the PIN, with or without inserting the PIN code and/or signing the receipt.

**Communication** represents the announcement addressed to the Client by BCR by display in the Banking Units and/ or by publication on the Internet page and/ or made public by BCR in a similar form.

**Account** means any type of bank account opened in BCR records in the Client's name (current account, deposit account, credit account, etc).

**Current Bank Account/ Current Account** means any current bank account opened in BCR records in the Client's name, which is always a payments account, including any credit account from which payments are or can be done, but excluding any deposit bank account which does not allow payments performance.

**Contact Center BCR** represents the communication center with BCR, non-stop made available to the Client at the telephone number 0800.801.BCR (0800.801.227), callable from any national network.

**Convention** represents any contract, form, application or other type of standard document of contractual nature concluded in written form between BCR and the Client, having as object one or several Banking Services.

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

**Credit** represents any commitment to make available or grant an amount of money or to extend the maturity of a debt in exchange for the Client's obligation to reimburse the respective amount, as well as to pay an interest and/or other Costs related to that amount.

**Reference Exchange Rate** represents the exchange rate used by BCR to make a currency exchange (selling or buying, by the case) and which is the currency exchange rate displayed by BCR in its Banking Units for the foreign

currency exchange desk (“**BCR Reference Exchange Rate**”) or which results from a public source (by the case, “**NBR Reference Exchange Rate**” or “**VISA Reference Exchange Rate**” or “**Mastercard Reference Exchange Rate**”), depending on the specific conditions applicable according to CSB or the relevant Convention. BCR Reference Exchange Rate falls within the limits of the following calculation formula: NBR Reference Exchange Rate valid for the day of foreign exchange operation plus a BCR margin of +/- 10%.

**Anniversary Date** represents the calendar day monthly marking the day the Banking Services were activated, or, by the case, the Current Bank Account was opened.

**Contractual Documentation** means CSB together with all the Conventions signed related to CSB, as well as any other documents issued according to CSB or to any of the Conventions in view of generating some rights and obligations of the Client and, if the case, of BCR.

**Electronic Device (SignaturePad)** represents the electronic terminal dedicated to capturing the Signature Specimen and/or of expressing the consent by means of biometric electronic signature.

**Account Statement** represents the documents issued by BCR for the Client which confirms, at least, the operations performed in one Account during a set up period of time, as well as the Account balance at the beginning and at the end of the respective period.

**FATCA (Foreign Account Tax Compliance Act)** represents the acronym for the federal regulatory document of meeting the fiscal obligations for foreign account of the citizens of the United States of America (Foreign Account Tax Compliance Act) and which has an impact on any financial institution in the world and over the clients of such an institution.

**Important Public Position** means the position held at present or in the past by a Client or by his husband/wife or relatives and 1<sup>st</sup> degree akin (children and their husbands/ wives; parents) of a Clients, as well as the following:

a) head of state, head of governments, member of parliament, European commissary, member of governments, presidential adviser, secretary of state; b) member of constitutional courts, member of supreme courts or of any other high courts of law whose decisions can be attacked only by extraordinary means of attack; c) member of the courts of accounts or similar institutions, member of central banks boards of directors d) ambassador, charge d'affaires, high rank officer within armed forces; e) leader of public institutions and authorities; f) member of boards of directors or supervisory boards and person who held managing positions in regies autonome, in commercial companies with majority state capital and in national companies, as well as the person publicly known as close associate of the physical persons exerting important public functions (respectively, the physical person about whom it is well known that: i) together with these persons has either a significant influence over a legal person or over entities or legal structures, or has a close business relation to such persons; ii) holds or has a significant influence over a legal person or over entities or legal structures established to his benefit).

**BCR Group** represents BCR, BCR controlled entities, entities controlling BCR, directly or indirectly, entities controlled by them and their subsidiaries.

**Proxy** represents any physical person mandated by the Client to act for and in his behalf in the relations with BCR.

**Reference Index** represents the index used as calculation basis to set up the interests to be applied and which results from a verifiable public source by the Client and BCR (such as ROBOR, EURIBOR or other index established in the Contractual Documentation).

**Information** represents the written notification address to the Client directly by BCR on a durable medium durable medium, in the form shown in the relevant Contractual Documentation.

**Instruction** represents an order given by the Client or by his Proxy to BCR in view of or related to the supply of Banking Services, according to the provisions of the Contractual Documentation.

**Banking Law** represents the Emergency Government Ordinance no. 99/ 2006 regarding credit institutions and capital adequacy, as further amended, completed, supplemented or replaced.

**Mailbox** represents that functionality of Internet Banking application which allows BCR to send in writing on durable medium Communications, Notifications as well as any other type of message to its Clients having access to Internet Banking and Mobile Banking applications.

**Notification** represents the written notification, on paper or on other durable medium, addressed to the Client by BCR, or addressed to BCR by the Client, directly or by means of a third party and/ or a competent body, in the form shown in the Contractual Documentation.

**Internet Page** represents BCR website, respectively [www.bcr.ro](http://www.bcr.ro)

**Qualifying holding means** the direct or indirect holding in a company of at least 10% of the capital or of the voting rights or any other possibility to exert a significant influence over the management of the respective company.

**Regular Payments** represent any Payments for which the payer previously authorized BCR by a mandate to automatically debit his Account (*Standing Order, Direct Debit*).

**Working timetable** represents the time interval within a Working day in which BCR can process documents and can perform operations according to the system rules set up by BCR.

**Regulation (EU) 2016/679** represents the Regulation (EU) 2016/ 679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/ 46/ EC (General Data Protection Regulation) (applicable as of 25 May 2018).

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

**Remote Banking Services** represent products or services such as Internet Banking, Mobile Banking, Phone Banking or the Remote Contracts Service provided under clause 93.

**Available balance** represents the amounts of money available in one Account (including the overdraft account), whose use is not pre-set (such as the obligation to keep a minimum Account balance, where applicable) or restricted (such as attached amounts).

**Signature specimen** represents the holograph signature and/ or captured by an Electronic Device (SignaturePad) of the Client made available to BCR as signature specimen, in a specific form, according to BCR requirement.

**Financial status** represents the document issued by BCR to the Client, showing the Available Balances of the Account/ Accounts of the Client.

**Holder** means a resident and/ or non-resident individual who benefits from any of the Banking Services exclusively on his/ her own behalf.

**Standard Fees Tariff** represents the standard fees tariff of BCR for the Banking Services offered to its Clients, as displayed in the Banking Units and on the Internet Page.

**Banking transaction** represents any banking operation or transaction initiated based on Contractual Documentation related to the supply of Banking Services by BCR.

**Banking Unit** represents any of BCR territorial units (as well as branches or agencies) through which Banking Services are offered.

**Working day** represents any day in which BCR and other credit institutions of Romania perform inter-banking transactions or, in case of any Banking Transaction performed in foreign currency, any day in which the credit institutions perform foreign currency exchange transactions both in Romania, and in the main financial center of the respective currency country of origin.

### 1.0.2 Definitions mainly used for Payment Operations

**Direct Debit Commitment (or ADD)** represents the agreement concluded between the Beneficiary and the Collecting Institution, which includes the Beneficiary's responsibilities and its commitment to comply with the provisions of the existing legislation, including of the regulation regarding direct debit performed through the automatic clearing house, as well as the accord of the Collecting Institution that the Beneficiary uses the Direct Debit Instructions within a direct debit scheme.

**Beneficiary** is any expected addressee of the funds which have made or will make the object of a Payment Operation.

**Final beneficiary** is any final recipient of the found that made or will make the object of a Payment Operation made through interbanking Direct Debit.

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

**Consent** represents the authorization to perform a Payment Operation or a series of Payment Operations as it is agreed between the Client and BCR.

**COT (Cut-off time)** represents the limit hours set up by BCR until which: (i) a Payment Instruction has to be sent by the Client; (ii) a certain action has to be made by the Client in order to send a request or deposit some documents or meet some conditions for its/ their processing performed during the same Working Day. The full list of applicable COT is available on BCR Internet page ([www.bcr.ro](http://www.bcr.ro)), at section Physical Persons – Useful links.

**Finalization Date** means the Working Day in which the amount stipulated in the Direct Debit Instruction is credited into the Beneficiary's Account by the Collecting Institution. The finalization Date related to the operations performed in SENT system is the same with the inter-banking settlement date (compensation date).

**Direct Debit** represents the payment modality of an amount of money agreed between the Payer and the Beneficiary, consisting in the pre-authorized debit of the current bank account of the Payer by the Paying Institution based on the provisions of the Direct Debit Mandate, upon the Beneficiary's request and the adequate crediting of the current bank account of the Beneficiary by the Collecting Institution.

**Execution of a Direct Debit Instruction** represents the procedure by which the Paying Institution enforces the Direct Debit Mandate given by the Payer, accepting to execute the Direct Debit Instruction by debiting the Current bank account of the Pater, according to the provisions of these CSB and acceptance of inter-banking settlement.

**Beneficiary Identifier (or Creditor Identifier or ID Creditor)** is the unique code of the Beneficiary given by the Unique Registry of Mandates (RUM) through which the Beneficiary's identification is made, in case of Payment Operations made by interbanking Direct Debit.

**Final Beneficiary Identifier (or ID final Beneficiary)** is the identification code given to the final Beneficiary by the Beneficiary, used for interbanking Direct Debit Instructions. This code is given to the Payer by the Beneficiary.

**Payer Identifier/ final Payer (or Payer ID/ final Payer)** is the identification code of the Payer or of the final Payer (if the case), given to him by the Beneficiary (e.g. subscriber code, client code, phone number, personal identification number etc).

**Paying Institution** means the credit institution with which the Payer opened the Account to be debited or which was debited by the amount stipulated in the Direct Debit Instruction.

**Direct Debit Instruction (or IDD)** means the Payment Instruction by direct debit issued by a Beneficiary and drawn from an Account of a Payer opened with a Paying Institution which can be: in intra-banking system when the Collecting Institution is the same with the Paying Institution; respectively, in inter-banking system, when the Collecting Institution is different from the Paying Institution.



**Debit Payment Instrument (or ID)** represents any valid cheque, bill of exchange or promissory note issued according to the applicable law.

**Payment Instrument** means any customized device and/ or any set of procedures agreed between the Client and BCR in order to initiate a Payment Operation or, in general for the supply of a Payment Service.

**Payment Instruction** represents any payment instruction sent by the Client to BCR requesting the execution of a Payment Operation or, in general for the supply of a Payment Service.

**Direct Debit Mandate (or MDD)** represents the mandate (given in written form) by which a Payer gives a permanent but revocable authorization to the Beneficiary to issue Direct Debit Instructions over his current bank account opened with the Paying Institution and to the Paying Institution to debit his current bank account by the amount stipulated in the Direct Debit Instructions.

**Moment of irrevocability** represents the limit moment in time until which the Client can revoke or change the mandate or can reject an IDD, represented by the limit hour of a Working Day preceding the Finalization Date.

**Unique registration number of the mandate (or UMR or mandate Reference)** is the unique reference of an interbanking Direct Debit Mandate in the Unique Registry of Mandates (or RUM).

**Reception moment** represents the moment in which a Payment Instruction is received by BCR.

**Payment Transaction** means an action initiated by the Client or another Ordering person or by the Beneficiary in order to deposit, transfer or withdraw funds in or from a Current Bank Account.

**Payment Order (or OP)** means any Payment Instruction issued by the Ordering person to BCR based on a standardized pre-printed form made available by BCR, in compliance with the rules of Chapter XIII.

**Ordering person** represents the Client or another authorized person sending to BCR a Payment Instruction according to the operating rights related to the Current Bank Account from which the Payment Instruction is executed.

**OUR** represents the commissioning way related to foreign currency transactions, according to which the fees of all banks on the payment route are born by the Ordering person. The fee "Secured OUR" excludes the possibility of a later settlement of the fees, the fee related to the payment being born by the Ordering person only once, when the payment is made, except for the payment transiting USA.

**Payer** means the person who contracted the Direct Debit service.

**Final Payer** is the person in the name of which the payment is made through Direct Debit service, both intra and interbanking.

**Unique Registry of Mandates (or RUM)** is the unique base of Direct Debit Mandates at national level, managed by TransFond S.A., according to the legislation and established rules and/ or agreed at interbanking level in Romania.

**SHA** represents the commissioning way, according to which each Ordering person and Beneficiary bear the banks fee with which the accounts are opened.

**SEPA** represents a geographical zone, also called Single Euro Payments Area in Euro.

**Payment Services** mean any of the following Banking Services supplied by BCR to the Client: cash deposit and withdrawal in/from a Current Bank Account, as well as all the required operations for the functioning of the Current Bank Account; direct debits (including one-off direct debits), operations of credit transfer (operations with planned payment orders); Payment Operations through a Card or a similar device; issuance and/ or acceptance for payment of the Payment Instruments; cash remittance; and Payment Operations for which the Consent is given through any means of telecommunication, digital or IT.

**Standing Order (or settlement of planned Payment Orders)** represents the payment way through which BCR, as Paying Institution executes the Payment Orders on fix dates and at previously agreed amounts, based on the Conventions signed with the Client, or based on Client's options expressed through the Remote Banking Services, in compliance with the applicable legal provisions.

**SWIFT (Society for Worldwide Interbank Financial Telecommunication)** represents a telecommunications system between the financial institutions worldwide securing, among others, the communications security.

### **Definitions used mainly regarding the cards and the Portable AAccessories**

**3D-secure** is a protocol used as an additional security level for Banking Transactions performed only by Cards.

**ATM** represents the banking automatic machine used for various operations performed by Card or with Portable AAccessories.

**CVV2/ CVC2** represent a security code made of 3 (three) figures, uniquely derived for each Card and printed on the signature band of the Card.

**Holder** is the physical person, Account owner who, according to a Convention, holds a Card or a Portable Accessory

issued on his name.

**List of banned cards on acceptance** represents one of the lists related to each international institution: CRB (Card Recovery Bulletin) for VISA and StopList for MasterCard including the Cards and/ or Portable AAccessories banned on acceptance.

**PIN** represents the personal identification code, strictly confidential, assigned by BCR to each Holder or User to be used in operations by Card or with Portable Accessories.

**POS** represents the electronic terminal dedicated to the electronic authorization and processing of a Banking Transaction made by Card or Portable Accessories, which can be equipped or not with Contactless Technology. **Contactless Technology** represents the technology allowing the performance of fast payments and other operations by simply getting a Card or a Portable Accessory closer to a POS, with or without PIN introduction and/or the receipt signing.

**Off-line transaction** means the Banking Transaction by Card directly sent to BCR settlement, without any electronic authorization at the acceptor or processor.

**User/Card User** represents the physical person holding an additional Card a Portable Accessory attached to the Account of a Holder, through which he can access the Available Balance in the Holder's Account.

## **Definitions used in principal related to Remote Banking Services**

**eToken BCR application** (or **eToken BCR**) represents the software application dedicated to mobile phones and devices which generates unique codes based on which the Client is identified and the Banking Transactions are authorized through Remote Banking Services (Internet Banking, Mobile Banking and Phone Banking Service), securitized by a PIN code customized by the Client and which can be later changed by him.

**BCR Mobile Applications** are software applications that allow remote access of Banking Services through Mobile Banking. The applications are available in the app stores of the devices with iOS and Android operating systems.

**Digital Signature** (or **DS**) is the sole code generated by the Token Device, by selecting key 3, or by eToken BCR Application according to the application instructions and through which the operations performed by Internet Banking and Mobile Banking applications are authorized.

**Token device** (or **Token**) represents a securitized device supplied by BCR which generates unique codes based on which the Client is identified and the Banking Transactions are authorized Internet Banking, Mobile Banking and Phone Banking Service.

**Security elements** represent elements to identify and express the Consent the Clients receive from BCR and which are required for the use of Banking Services included in 24 Banking BCR, such as the Token, eToken BCR application, eToken BCR series, eToken BCR activation code, eToken BCR authorization code, PIN, Password, One Time Password, Digital Signature, Username, etc.

**Extra-options** are extensive features of the Remote Banking Services that the Client does not have at the time of contracting the service and which can be activated or deactivated by the Client exclusively within online platforms.

**Internet Banking** represents the component of the Remote Banking Services, consisting of a computer-accessible online platform that enables the Client to obtain information and conduct and activate transactions, banking services and products via secure Internet connection.

**Secret Question and Answer** represent an additional security measure which can be requested in view of identifying the Client when he is calling BCR Contact Center.

**Mobile Banking** represents the component of the Remote Banking Services consisting of a software application dedicated to phones and other mobile devices, available in Android and iOS application stores.

**Username** represents an identification number the Client will use, together with OTP code or the Password to access the Remote Banking Services.

**One Time Password** (or **OTP**) is a unique code generated by the Token device by selecting key 1 or by eToken BCR Application in view of identifying the Client in the applications for Remote Banking Services and of authorizing the operations made by Phone Banking.

**Password** is an individual secret code used by the Client to perform Banking Transactions by Internet Banking, Mobile Banking and Phone Banking.

**Personal Identification Number** (or **PIN** or **PIN code**) is a numerical code of confidential character, used as a connection between one system and its user by means of which the user is identified in the system.

**Phone Banking** represents the component of the Remote Banking Services that works by calling the BCR Contact Center, available non-stop. Requesting information on the products held at BCR as well as making transactions is done by phone call with the BCR Contact Center operator at the express request of the Client and only during the respective call.

## **2. PRINCIPLES**

2.1. The contractual relations established between BCR and the Client based on the Contractual Documentation are based on mutual trust, good faith, compliance with the commitments made and confidentiality.

## **3. CSB APPLICATION**

3.1. CSB is applied to all legal relations between the Client and BCR resulted from the conclusion of Conventions related to the Banking Services requested by the Client.

3.2. CSB appropriate provisions will be applied to any unregulated aspect in the other Conventions signed for a certain Banking Service.

#### **4. INTERPRETATION**

- 4.1. If there are discrepancies between CSB provisions and the provisions of other conventions related to each Banking Service, the provisions of the Conventions shall prevail, except for the Conventions concluded before the date of 17 March 2018 the CSB coming into force and which do not have as object a Credit, case in which the CSB provisions shall prevail.
- 4.2. CSB is completed by the Banking Law, by other applicable regulatory documents, as well as by the internal and international applicable customs and practices. To the extent there are discrepancies between CSB and the internal and international banking norms and customs, CSB shall prevail.
- 4.3. At CSB signing moment, the Client receives a CSB copy on paper or on another durable medium, according to the mutual decision of the Client and BCR. In addition, CSB is available anytime to the Client, on a durable medium, on the Internet Page and, upon his request, in the Banking Units.

#### **5. CONTRACTUAL DOCUMENTATION TENOR**

- 5.1. CSB produces effects for an undetermined period of time, starting with its signing date, and remaining valid until the extinguish of all legal relations set up between BCR and the Client.
- 5.2. The tenor of each Convention is that mentioned in its content, unless otherwise provided.

#### **6. CHANGE OF CONTRACTUAL DOCUMENTATION**

- 6.1. BCR can propose the Client changes related to the Contractual Documentation, according to legal provisions and the Contractual Documentation.
- 6.2. Except for the specifically stipulated cases in the Contractual Documentation, BCR will send by a previous Notification the proposals for change, information and conditions related to them, including by supplying an addendum or a new draft Convention or CSB, if the case.
- 6.3. In order to propose the Client changes of the Contractual Documentation, BCR will proceed as follows:
  - 6.3.1. If the changes relate to a Credit granted to the Client, including by means of an account overdraft or a Credit Card, they will be communicated to the Client by a Notification, at least 30 (thirty) days before the respective changes application. If the changes relate to the Credit Costs, these changes will become effective by signing an addendum between BCR and the Client. The client has 15 (fifteen) days to communicate to BCR his option to accept or not the new conditions. If no answer is received within the above mentioned term, this is not regarded as a tacit acceptance and the relevant Convention remains unchanged in the absence of an addendum mutually agreed. BCR will not penalize the Client and will not declare the Credit due in advance if the Client does not accept the new conditions;
  - 6.3.2. If the changes relate to Payment Services, they will be communicated to the Client by at least two months before. The changes will be regarded as accepted by the Client and will become effective when meeting the term mentioned in the Notification, except for the case in which before the date of their application, the Client notifies BCR about his refuse. In that case, the Client has the right to unilaterally denounce the relevant Convention immediately and without any additional Costs, on condition he pays all the amounts due to BCR based on the Convention until the date of its termination;
  - 6.3.3. If the changes relate to the provisions of a Convention concluded for an undetermined period, others than those mentioned in Art. 6.3.1 or 6.3.2 above, they will be communicated to the Client by a Notification, at least 30 (thirty) days before the respective changes application. The changes will be regarded as tacitly accepted by the Client and will become effective when meeting the term mentioned in the Notification, except for the case in which before the date of their application, the Client notifies BCR about his refuse. In that case, the Client has the right to unilaterally denounce the relevant Convention immediately and without any additional Costs. This unilateral denunciation will be conditioned by the full payment by the Client of all the amounts due to BCR based on the Convention provisions until the date of its termination. In the case of savings products, changes made under this Clause are intended to operate only for products opened after the changes. Validly expressing the Consent on a Payment Order that feeds a Savings Account for a savings product represents the Client's acceptance of the notified changes;
  - 6.3.4. If the changes relate to the provisions of a Convention concluded for a determined period, others than those mentioned in Art. 6.3.1 or 6.3.2 above, they will be communicated to the Client by a Notification, at least 30 (thirty) days before the respective changes application. The Client is bound to notify BCR in writing about his option to accept or to refuse the respective changes. If no answer is received within the above mentioned term, this is not regarded as a tacit acceptance and the relevant Convention remains unchanged in the absence of an addendum mutually agreed between the Client and BCR;
  - 6.3.5. If the changes relate to the interest rate or the exchange rate applicable to the amounts in the Accounts, the provisions of Art. 6.3.2 - 6.3.4 above are not applicable, the changes being applied immediately and without any Notification, if:



- a) the changes are based on the Reference Index or a contractual mechanism set up by Convention regarding the Reference Index (and in the case stipulated in Art. 6.3.1, the Client will be informed by BCR according to the provisions of the Contractual Documentation); or
  - b) the changes are based on the Reference Exchange Rate or a contractual mechanism clearly set up by Convention regarding the Reference Exchange Rate; or
  - c) the changes of the interest rate or of the exchange rate are more advantageous for the Client, such changes being communicated by BCR to the Client by means and at the frequency set up in the applicable Convention;
- 6.3.6. If the changes relate to the interest rate or of the exchange rate applicable to the Credit, the provisions of Art.6.3.2 – 6.3.3. above are not applicable, the changes being applied immediately and without any Notification, if: (a) the changes are based on the Reference Index and this Reference Index is provided to be applied by Convention; in that case, the Client will be informed by BCR according to the provisions of the Contractual Documentation; or (b) the changes are based on the Reference Exchange Rate or a contractual mechanism clearly set up by Convention which relies on the Reference Exchange Rate.
- 6.3.7. The provisions of Art. 6.3.1. - 6.3.4. above shall not be applicable in case: (a) the Client and BCR sign an addendum regarding the change of the Contractual Documentation, such changes coming into force on the date stipulated in the respective addendum, or in the absence of such an information, as of the date of the addendum signing by the Client and BCR; and (b) Client accesses new BCR functionalities and/ or Banking Services and/ or new conditions, in which case the valid Consent given by the Client for the respective operations performance represents the Client's accord for the immediate acceptance of the new functionalities and conditions applicable to the existing Banking Services and/ or to the new Banking Services, by the case.
- 6.4. In case the Client does not accept a BCR proposal regarding CSB modification, the unchanged CSB provisions will remain applicable only for the Banking Services in progress on the proposed date for the change application, until the moment the respective Banking Services are performed. For any new Banking Services, including of the same nature, the Client requests after the proposed date for CSB change application, the changed provisions of CSB will be applicable.
- 6.5. If the changes of the Contractual Documentation are imposed by a regulatory document, they will be regarded as accepted by the Client and will become applicable according to the relevant provisions of the applicable regulatory document.

## **7. TERMINATION OF CONTRACTUAL DOCUMENTATION. UNILATERAL DENOUNCIATION**

7.1. CSB of any of the Conventions can cease:

- 7.1.1. by parties' agreement mentioned in a written document signed by both parties; any other Conventions besides the CSB, by closing all the Banking Services and the functionality provided by the Client;
- 7.1.2. except for the Conventions regarding a Credit granting, by BCR Notification if BCR identifies a significant reputation risk consequent to the continuation of the contractual relation with the Client and/ or the Client is fraudulently using the Banking Services and/ or BCR has suspicions related to the purpose and/ or nature of the transactions run or ordered related to the Client's Bank Account;
- 7.1.3. by BCR Notification, if the Client is repeatedly failing to meet his obligations assumed based on the Contractual Documentation, or in case he undoubtedly manifested to BCR his intention not to execute any of such obligations; or
- 7.1.4. in cases expressly specified in CSB or the relevant Conventions conclude between the Client and BCR.

7.2. The Client and BCR can unilaterally denounce CSB or any Convention regarding Payment Services by a written Notification sent 15 (fifteen) days before the Client's denunciation, respectively two months before BCR denunciation. Also through a written notification sent to the client with a prior notice of 2 months, BCR may unilaterally close any current bank account. The manner in which the closure of the current bank account may be performed upon the client's initiative is regulated in clauses 69 – 69.4.

7.3. The cease of CSB application results in the closing of all Accounts, blockage of all Cards and termination of any Banking Services supply.

7.4. The cease of CSB and of any Convention application will produce effects in the future and the Client's obligations due until the termination date and BCR rights derived from the Conventions will produce full effects until the full repayment by the Client of all amounts due to BCR and until the return to BCR of all instruments (Token, Cards, Portable Accessories, etc) made available to him.

7.5. On the Conventions termination, BCR will offer the Client for free a document confirming that all obligations between the parties were extinguished. At the same time, all Accounts related to the respective Banking Services will be closed, without the payment of any additional Costs.

## **II. CLIENTS' IDENTIFICATION AND KNOWLEDGE. CLIENT'S REPRESENTATION**

### **8. CLIENT'S IDENTIFICATION**

- 8.1. BCR will verify the identity of the Client, of his legal representative, of the Proxy or User when initiating the relation and anytime during the supply of Banking Services.
- 8.2. Identity is established based on the original identity document, of the Signature Specimen and/ or of other documents requested by BCR in the Banking Units, or based on the identification elements agreed for the Banking Services which do not require the Client's presence in a Banking Unit.
- 8.3. Any Service is supplied only after the Client's identification and, by the case, of his legal representative, of the Proxy and/ or User.
- 8.4. BCR has the right to refuse the initiation of continuation of Banking Services supply, as well as to refuse to perform any Banking Transaction or execute any Instruction: (a) if the Client does not provide the documents and/ or information requested by BCR or provides data and/ or documents which are false, incomplete or incorrect; or in case BCR has suspicions of fraud or false or has suspicions regarding the purpose or nature of the Banking Transaction.
- 8.5. The Signature Specimens of the Client and of his Proxies will be gathered, according to BCR request, at the moment of Conventions signing or afterwards (e.g. when new Proxies are added, if the case). The Signature Specimens will be stored in BCR systems.
- 8.6. BCR has the right to refuse to perform any Banking Transaction if BCR has suspicions regarding the reality of declarations or of the documents supplied by the Client, including when the identification elements supplied by the Client or by his Proxy/ User do not match those registered in BCR records.

### **9. KNOW-YOUR-CUSTOMER. MONEY LAUNDERING PREVENTION**

- 9.1. BCR has obligations imposed by the legislation on know-your-customer and money laundering prevention and crime financing. BCR can refuse to supply any Banking Services or to perform any operation in case the Client or the Proxy does not comply with BCR requests based on such legal obligations.

### **10. CONVENTIONAL PROXIES**

- 10.1. Mandate based on account opening Convention. The Client can set up one or several Proxies, by nominating them when opening the Account or later, by an addendum signed in front of BCR representatives. BCR will identify the Proxy, according to the rules set up in Clause 8 (Client's Identification). The mandate remains valid for the whole period of Convention until BCR receives from the Client a written notification regarding its revocation, cease or change due to any reasons. The appointed Proxies designated on the Account by the relevant Conventions will be recognized in the relationship with BCR unlimited rights regarding: (i) the creation of new savings products (fixed-term deposits, Savings accounts, savings plans etc.), (ii) modification and closure of the Banking Services (as a package or individually) contracted by the Client, (iii) opening on behalf of the Client, in relation to the relevant Account, any Banking Services (as a package or individually) from BCR offer, (iv) its own designation as a proxy with unlimited rights and signing new Banking Services Conventions, the signature of the Proxy being enforceable against the Client. The appointed Proxies in the relevant Conventions who were granted the right to liquidate/ open new Saving Products were also mandated to perform from/ through the attached Current Accounts all the required operations to achieve their mandate granted by the relevant Convention.
- 10.2. Representation based on authentic power of attorney. The Client can also be represented by a Proxy appointed by a valid power of attorney granted by the Client, made available to BCR in authentic form and which includes in detail the operations making the object of the mandate. BCR has the right, but not also the obligation to also consider a mandate which is granted by a power of attorney which was not concluded in authentic form.
- 10.3. BCR has the right not to consider the mandate granted based on a power of attorney which do not stipulate its period, if since its authentication more than 3 (three) years have passed.
- 10.4. The Client undertakes to notify BCR about the change, cease or revocation due to any reason of the mandate given to the Proxy or to another person, as soon as possible since the event occurrence. The Client is liable and fully bearing the risk of any loss suffered as a result of incompliance with this notification obligation.
- 10.5. BCR reserves the right: (i) to request the Client to register with the National Notary's Register of Power of Attorneys and their Revocations ("RNNEPR") the power of attorneys in authentic form; and (ii) to make verifications in RNNEPR regarding the revocation of these powers of attorney. The revocation verification is usually made when the power of attorney is presented for the first time, as well as later, whenever BCR thinks such a verification is necessary both to avoid some Banking Transactions that might prejudice the Client, as to observe the banking know-your-customer requirements and practices. The verification by BCR if a power of attorney is registered and/ or revoked is commissioned according to the Standard Commissions Tariff valid on the verifications date in RNNEPR.

The verification of power of attorneys in RNNEPR will take place in Working Days, during the Working Timetable displayed in the Banking Units and on the Internet Page, but without exceeding COT set up by BCR for power of attorneys receiving.

## **11. LACK OF EXERCISE CAPACITY. CLIENT'S RESTRICTED EXERCISE CAPACITY**

- 11.1. In all legal documents and operations with BCR, the Client without exercise capacity (underage physical person who is not 14 (fourteen) years old or the physical person of age under legal court interdiction) will be presented by his legal representative, who will be able to make operations in the Client's name, within legal limits.
- 11.2. In all legal documents and operations with BCR, the Client limited exercise capacity (underage physical person of over 14 (fourteen) years old) will be able to make operations personally, with the accord of his legal representative and, by the case, with the accord of the guardianship court and the advice of the family council. The accord of the legal representatives (parents/ guardian/ special custodian) can be expressed directly in a Convention, when concluding it, or based on the statement given the latest at the moment of Convention signing in front of BCR or in authenticated form in front of the notary public, according to the models made available by BCR (if they exist).
- 11.3. The underage Client has the right to deposit in his Accounts any amount without the accord of his parents/ guardian/ special custodian on condition the total value of the existing amounts in his Account do not exceed the secured amount by the Bank Deposit Guarantee Fund. The underage Client has the right to deposit amounts in his Accounts with the accord of his parents/ guardian/ special custodian, even if the total amounts deposited in BCR Accounts exceed the secured amount by the Bank Deposit Guarantee Fund.

## **12. PERSONS INCAPABLE TO READ OR WRITE**

- 12.1. In the relation with BCR, the Client who cannot read and/ or write will make any legal document: (a) in written form as an authenticated document, (b) by a Proxy with a specially authenticated power of attorney; or (c) by other legal way securing the validity of the Client's consent regarding the respective document.

## **III. PERSONAL DATA PROTECTION. BANKING SECRET**

### **13. TARGETED PERSONS**

- 13.1. For the purposes of this chapter, the targeted persons are the Client (even after the Banking Services ceased to be supplied), Proxies, Users, co-payers (co-debtors) and fidejussors, any potential clients and the members of their families.

As regards the processing of personal data belonging to the Client's family members and/ or the persons authorized by the Client, since BCR cannot, from a practical point of view, provide directly the information to these categories of persons, it is the Client's responsibility to inform the persons concerned about the processing of their personal data and to obtain their consent regarding the processing of the data, insofar as is necessary to fulfill the conditions stipulated by the law.

- 13.2. The processing of personal data represents any operation or set of operations which is performed upon the personal data, through automatic or non-automatic means.

### **14. PURPOSES FOR WHICH PERSONAL DATA IS PROCESSED**

- 14.1 BCR processes personal data based on the provisions of Regulation (EU) 2016/ 679 (the "**Regulation**" or "**GDPR**") or the applicable legislation, as a personal data controller.
- 14.2 Fulfilling BCR's legal obligations for the following purposes: Fraud prevention and guaranteeing banking secrecy by analyzing/ verifying the authenticity of the presented ID, performing the obligations related to the provision of the banking services offered by taking over the data of the Identity Card into BCR applications, in accordance with the applicable legal requirements; Know Your Client, prevention of money laundering and combating terrorist financing, transaction reporting, management of conflicts of interest, management of controls by authorities; the fulfillment of the banking supervision obligations on BCR and Erste Group and reporting obligations to Erste Group or the supervisory authorities, compliance with the national and European prudential requirements applicable to credit institutions; credit risk management and risk management by creating profiles; assessing eligibility in order to provide standard or personalized banking products and services (including in the stage of granting/ approval) by creating a profile that takes into account indicators such as creditworthiness, credit risk, and determining the indebtedness (in the application of the obligations of the NBR Regulation no. 5/2013 regarding the prudential requirements for the credit institutions and the NBR Regulation no. 17/2012 regarding certain credit conditions); assessing investment behaviour by creating a profile; liquidity management, balance sheet optimization and determining transfer pricing; portfolio management; financial administrative management; keeping/ storage (prior to archiving) and archiving of documents; internal audit; ensuring security in the premises of BCR and its branches; implementing personal data update and security measures (including backing up). In order to achieve the

purposes in this section, BCR will find its activity on the legitimate interest of the controller where certain processing operations do not exceed the relevant legal provisions.

- 14.3 The fulfillment of the legitimate interests of BCR, in the context of carrying out its object of activity, for the following purposes: Implementing means to allow any person to report inconsistencies regarding the banking services offered by BCR; the processing of data in the Credit Bureau system (inquiry of the database based on a credit application and respectively for monitoring purposes; submission of positive and negative data to the Credit Bureau); improving banking services provided by optimizing internal flows, policies and procedures (including cost and budget optimization through cost controlling activities); design, development, testing and use of existing or new computer systems and IT services (including storage of databases in the country or abroad); mergers, acquisitions and similar transactions; profiling and segmentation works for analysis purposes and/or marketing operations; conducting surveys on banking services, BCR activity, BCR and Erste Group members and contract partners, eligibility assessment to provide standard or personalized banking products and services, assessment of the eligibility for the purpose of supplying standard or customised bank products and services (including through the consultation of the data in the inquiries made with the Credit Bureau or through the creation of profiles or analyses by taking into account the trading data or the Client's history or the history of a company in which this was a shareholder or director with BCR or with companies within the BCR/ Erste group), handling complaints about banking services.
- 14.4 Based on the Client's consent in the introductory part, for the following purposes: (i) direct marketing, advertising through the intermediation/ promotion of the most suitable products and services of BCR, of the BCR Group, of the partners and of the Erste Group, including the transmission by BCR of commercial communications for this purpose through e-mail, text message, or other electronic means which do not involve a human operator; (ii) profiling for marketing purposes which produces legal effects and/or which affects the person targeted in a significant manner for providing standard or customized products and services. The consent expressed in respect of the processing activities listed in the above paragraph may be withdrawn at any time without affecting the legality of the processing activities carried out prior to the withdrawal.
- 14.5 In order to conclude and perform the contract between the Client and BCR, for the following purposes: Carrying out any legal relationship between BCR and the Client, in order to provide financial banking services, including online banking; managing the relationship with the Client, sending the data to the Credit Bureau during the management of the credit relationship; the good execution of banking transactions, the development/ optimization of banking services; monitoring all obligations undertaken by the Client towards any of the entities of the BCR Group and Erste Group, data quality management, including the transmission and/ or transfer of information necessary to determine the payment capacity and payment behaviour; debt collection/ recovery of receivables (as well as activities preceding them, including analyzes and transmission of negative data to the Credit Bureau), the conclusion and/ or performance of insurance and reinsurance contracts (including for the Client, as insured, to be eligible for insurance in the event of the insured risk); establishing, exercising or defending certain rights of BCR and/ or its subsidiaries in court, performing or processing SWIFT payment transactions, including, if applicable, the transfer of personal data to the US by SWIFT.
- 14.6 To the extent to which the Client has or wants to initiate contractual relationships with certain companies within the BCR/ Erste group, it is possible that BCR should process the data of the Client according to the instructions of these companies, as authorised person

## **15. CATEGORIES OF DATA**

- 15.1. In order to meet the aforementioned processing purposes, BCR processes the data that the Client provides directly, as well as data that BCR generates on their basis or reads from other sources, namely: customer identification code, trading data, information resulting from the non-compliances reported by any person, data obtained from the databases which BCR has access to (the Credit Bureau, the Credit Risk Central office, databases published by UN, OFAC and/or EU regarding international sanctions, internal warning lists for fraud prevention purposes, list with politically exposed persons, RECOM, requests from public authorities, receivers), profiles created internally based on the information provided by the Client (for example, investigational profile) or through the combination of data from multiple sources (for example, internal scoring corresponding to the risk profile).
- 15.2. Refusal to provide personal data may result in the impossibility to provide banking services and/ or to fulfill the other processing purposes by BCR.
- 15.3 The data collected for the purposes mentioned in clause 14 above may be processed for subsequent purposes, to the extent to which the subsequent purposes are compatible with the initial purposes.

## **16. AUTOMATIC DECISION-MAKING PROCESSES**

- 16.1. BCR may perform automatic decision-making processes which produce legal effects or which may impact the Client to a significant extent for the following purposes: (i) determining the eligibility of contracting a bank



product through the application of automatic eliminatory criteria (for example, having an indebtedness that is too high compared to the incomes owned for being granted a credit); (ii) customised marketing by making decisions which affect the targeted person in a significant manner (for example, offering a product based on a profile created with information from multiple sources).

- 16.2. Regarding these automatic decision-making processes based on the Client's consent or the need to conclude and/or execute the contract, the Client also benefits, in addition to the rights mentioned in clause 20 below, from the following rights: the right to obtain a human intervention; the right to express his point of view; the right to challenge the decision.

## **17. DATA ADDRESSEES**

- 17.1. For the purposes of processing, BCR may disclose some or all of the personal data categories to the following categories of recipients: The Client or the legal representatives of the Client, BCR's contractual partners, BCR's proxies, BCR and Erste Group entities, public institutions/ authorities in Romania or abroad, international organizations, providers of goods and services, banking companies, credit bureaus, debt collection or receivable recovery agents (including assignees of receivables owned by BCR to the Client), the assessors, insurance and reinsurance companies, professional organizations, market research organizations, as well as other contract partners and authorised partners of BCR.

## **18. PROCESSING PERIOD. DATA LATER DESTINATION**

- 18.1. In order to achieve these processing purposes, BCR will process the personal data during the performance of the banking services as well as subsequently in order to comply with the applicable legal obligations, including the provisions on archiving and with the legitimate interests of BCR. It is possible that, following the fulfillment of the legal archiving deadlines, BCR will have anonymization of the data, thus depriving it of personal character and continuing the processing of anonymous data for statistical purposes. The rule of thumb is that the Client's data will be stored for a period of 10 years from the data of concluding the financial year corresponding to the year when the business relationship ends. In other situations, such as the case of the administrative databases for direct marketing purposes, the period of processing is influenced by the withdrawal of the marketing agreement by the Client.

## **19. DATA TRANSFERS ABROAD**

- 19.1. Currently, in order to accomplish the above-mentioned goals, it is possible that BCR transfers certain categories of personal data outside Romania, in EU/ EEA countries: Austria, Czech Republic, Hungary, Croatia, Belgium, Germany, United Kingdom, and outside the EU/ EEA to the United States of America (for the transfers through SWIFT). For transfers outside the EU/ EEA, BCR will base its transfer of personal data on the standard contractual clauses adopted at European Commission level or other guarantees recognized by law.
- 19.2. It may be that the above-mentioned transfer states may change in the course of its activities. You can get an updated list of countries where your personal data is transferred to the following link: [www.bcr.ro/politica-de-confidentialitate](http://www.bcr.ro/politica-de-confidentialitate).

## **20. RIGHTS OF TARGETED PERSONS**

- 20.1. The Client, his/ her family members as well as the authorized persons shall benefit, as data subjects, under the conditions provided by the legislation in the field of personal data processing, from the following rights:
- a) the right to information regarding the processing operations performed by BCR;
  - b) the right to request and receive a confirmation from BCR regarding the processed personal data, as well as access to the respective data and the information related to aspects such as processing purposes, data beneficiaries and third party countries where these data may reach as well as the transfer warranties (if applicable), the storage period, the source of data (for the data which are not collected directly from the data subject etc.);
  - c) the right to the rectification of the personal data regarding the data subject and the supplementing and the updating of such;
  - d) the right to erasure ("right to be forgotten"), in one of the following situations: (i) the personal data are no longer necessary for the fulfilment of the purposes for which they have been collected or processed; (ii) the data subject withdraws his consent for the processes based on his agreement, and BCR has no processing reason (for example, the deletion of the client's data from the database used for sending commercial notifications following the withdrawal of the marketing agreement); (iii) the data subject opposes a processing for marketing purposes which should prevail in favour of the processing; (iv) the data have been processed illegally; (v) there is a legal obligation to delete the data; (vi) the data have been collected regarding the offering of services of the international company mentioned under article 8 paragraph (1) of GDPR;

Nonetheless, BCR will not honour the request of deletion in any of the following cases; the processing is performed for exercising the right of free speech and information; the processing of the data represents



a legal obligation or is necessary for performing a task for public interest; the processing is performed for archiving purposes for public interest or for statistical purposes; the processing is performed for noticing, exercising or defending a right in the court of law.

- e) the right to restriction of processing in one of the following cases: the precision of data is contested; the processing is illegal and the data subject opposes the deletion of such, requesting only the restriction of the personal data; BCR no longer needs the data which are subject to the request, but they are useful to the data subject for noticing, exercising or defending a right in the court of law; the data subject has expressed the opposition request, during the checks made by BCR regarding the prevalence of own interests compared to the ones of the data subject;
  - f) the right to data portability which are processed based on the consent of the data subject or for the purpose of performing the contract, and in the case in which processing is performed through automatic means;
  - g) the right to object, due to reasons linked to the particular situation of the data subject, which will be communicated to BCR at the moment of expressing the request;
  - h) the right not to be subjected to an individual decision which has legal effects or which impacts the data subject in a similar manner to a significant extent (for example, the refusal to grant a bank product adopted based on an automatic individual decision-making process);
  - i) the right to address to the National Supervisory Authority for Personal Data Processing or to the competent courts, if the data subject considers that his rights have been infringed upon.
- 20.2. If there is a request regarding the application of the rights guaranteed by GDPR, the data subject will supply details necessary so that BCR could identify the right applied and the fulfilment of the application conditions imposed by the law. As an example, if an application to object certain processing operations performed by BCR is submitted, based on the legitimate interest of the controller, the data subject will supply information related to his particular status, so that BCR could perform the assessment requested by law.
- 20.3. It is possible that, following the request for data deletion, BCR will anonymize this data (thus depriving it of its personal nature) and continue using them for statistical purposes under these conditions.
- 20.4. For more details on the processing activities carried out by BCR, the client may read the confidentiality policy available on the website [www.bcr.ro/ro/persoane-fizice/informatii-utile/politica-privind-confidentialitatea](http://www.bcr.ro/ro/persoane-fizice/informatii-utile/politica-privind-confidentialitatea). At the same time, BCR reserves the right to update this informing notice, when the details of the processing are updated, the changes being communicated to the Client through the update of this document. Moreover, the Client may submit requests/questions or may contact BCR by using the following contact data: e-mail – [dpo@bcr.ro](mailto:dpo@bcr.ro); telephone no. – 0800.801.227; registered office – Calea Victoriei nr. 15, sector 3, Bucharest. Last but not least, the Client may go to any bank subsidiary in order to ask for additional information.

## **21. BANKING SECRET**

- 21.1. BCR will preserve the confidentiality about all actions, data and information regarding the activity conducted regarding the Client, in the conditions provided by the Banking Law and by other applicable regulations.
- 21.2. The Client understands and accepts that BCR has the right, or by the case, the obligation to disclose such actions, data or information to any enabled authorities according to the Banking Law to request or receive such information.
- 21.3. BCR will be able to supply any information about any of the targeted persons and the Contractual Documentation as it regards required or appropriate, to any person to whom it intends to assign or transfer all or any of its rights and obligations based on the Contractual Documentation.
- 21.4. BCR will take all reasonable measures so that its representatives or employees do not use to their personal benefit or to the benefit of others, directly or indirectly, information submitted to the professional secret in the banking field, which they hold or became aware of in any way.

## **IV. INSTRUCTIONS**

### **22. GENERAL ASPECTS. INSTRUCTIONS FORM**

- 22.1. The provisions of this chapter will adequately be applied also as regards the Instructions BCR is sending to a Proxy, User or legal representative of the Client.
- 22.2. BCR will execute a Client's Instruction if it is clear, concrete, complete, sent according to the Contractual Documentation and the regulations applicable to the Client and for the operation the Instruction is referring to. In a contrary case, BCR will be able to refuse to execute the Instructions. Even if an Instruction does not comply with the form provided in the Contractual Documentation, BCR can decide (without being obliged to do so) to execute the respective Instruction if, in the transmitted for, it contains all the specifications required for execution.

- 22.3. In case of Instructions the Client has sent through Remote Banking Services/ 24 Banking BCR, BCR can request him the confirmation of the respective Instructions by similar or different communication means than those through which the Instruction was transmitted.
- 22.4. In case the Client initiates Instructions through Remote Banking Services/ 24 Banking BCR, he is bound to take all adequate precaution measures to avoid transmission errors or unauthorized use.
- 22.5. BCR can request any justifying documents regarding the Banking Transactions ordered by the Client (before or after the execution of any Banking Transaction) whenever it regards necessary. BCR can refuse to perform a further Transaction or Banking Transactions if the requested documentation is not supplied in due time.

### **23. INSTRUCTIONS SIGNING**

- 23.1. On condition of meeting any other applicable requirements, BCR will execute an Instruction sent by the Client if his signature existing on that Instruction seems to be matching that from the Signature Specimen. If BCR does not have a Client's Signature Specimen or his signature does not seem to match the one on the Instruction, BCR will refuse to execute such Instructions, except for the case in which it can be proved in another way that the respective signature belongs to the Client.
- 23.2. The instruction sent by an electronic communication means can be regarded as an Instruction signed by the Client if the specific conditions are met. The Instructions sent by Remote Banking Services/ 24 Banking BCR have to comply with the specific authorization rules.
- 23.3. Each power of attorney, authorization or Instruction of mandate kind sent by the Client to BCR by means of or related to the Contractual Documentation is regarded as given for the whole period of the Contractual Documentation and is also regarded as irrevocable, except for the cases in which the parties expressly agree in writing a different validity period or the revocation possibility. The provisions of Art. 2.015 of the Civil Code are not applicable to any such power of attorney, authorization of Instruction.
- 23.4. BCR can execute any power of attorney, authorization or Instruction of mandate kind given by the Client, either personally, or by means of other persons selected by BCR.
- 23.5. Until the expiry of its validity term or until the termination of the Contractual Documentation, any mandate sent by the Client to BCR by means of or related to the Contractual Documentation is regarded as irrevocable, unless the parties specifically agree in writing over the revocation possibility.

### **24. LEGALITY**

- 24.1. If BCR appreciates that the supply of Banking Services, according to the Instructions received from the Client, will result in the violation of an applicable legal provision, BCR will be entitled not to execute such Instructions.
- 24.2. BCR has the right, but not also the obligation to conduct investigations in view of clarifying the above mentioned legality aspects.

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

- 25.1. If BCR appreciates that the supply of Banking Services, according to the Instructions received from the Client, will result in the transparency deterioration of the financial market, BCR will be entitled not to execute such Instructions.

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

- 26.1. BCR will notify the Client about the Instructions which were not executed, together with the refuse reasons, if this is possible and not forbidden by relevant legal provisions.

### **27. WORKING TIMETABLE**

- 27.1. BCR supplies the Banking Services in the Working Days, according to the Working Timetable displayed in the Banking Units and on the Internet Page.
- 27.2. The Client's Instructions will be executed by BCR in compliance with the rules of the systems through which such Instructions are processed, considering the time limit set up for running the relevant banking operations.
- 27.3. BCR can establish some days as Working Days or not working days, this information being communicated and opposable to the Client by displaying the Working Timetable in the Banking Units, on the Internet Page and by the available information at BCR Contact Center.

### **28. SUPPLY AREA OF BANKING SERVICES**

- 28.1. BCR can decide that certain Banking Services for physical persons are offered only through certain Banking Units, in which case, the list of Banking Services offered in each of its Banking Units should be available on the Internet Page. The change of this list will be done by Communication.

### **29. INSTRUCTIONS CANCELLATION OR CHANGE UPON THE CLIENT'S REQUEST**

- 29.1. BCR does not have the obligation to cancel or change a validly received Instruction from the Client, even if it expresses a revocation request or a change of the respective Instruction.

- 29.2. By exception, if BCR agrees to change or cancel an Instruction received from the Client, BCR will charge the specific Costs of those operations, according to the applicable Convention or to the Standard Fees Tariff.

## **V. COMMUNICATION BETWEEN CLIENT AND BCR**

### **30. COMMUNICATIONS. NOTIFICATIONS. INFORMATIONS**

- 30.1. Communications have a general nature, being addressed to all BCR clients. BCR will make any Communication by display at the Banking Units premises and/ or by publication on its Internet Page and/ or by another mass communication means. The Communication date will be regarded as the date of its display or publication, by the case.
- 30.2. Unlike Communications, the Notifications are directly addressed to the Client.
- 30.3. Except for the cases providing otherwise, BCR can send any Notification to the Client by any of the following means, on BCR choice: simple or registered letter with receipt confirmation, BCR direct delivery or by postal offices, courier, telephonic call, Mailbox, fax, SMS, e-mail or any other electronic communication means.
- 30.4. Any BCR Notification made by courier or postal agent will be regarded as received by the Client on the fifth (5) Working Days since its dispatch, if there is no proof of an earlier receipt by the Client. Any Notification sent by fax, SMS, Mailbox, e-mail or by any other electronic communication means is regarded received by the Client on the day of its dispatch.
- 30.5. Any correspondence sent to the Client by postal offices or courier to the last address established according to Art. 30.6 and returned as not delivered will be regarded sent on the date of its return written on the envelope by the postal office.
- 30.6. For any Notification and/or Notice, BCR will use the contact details at the correspondence address made available by the Client, according to the option expressed by the Client through the Convention. If no option was expressed or if the correspondence address was not established, BCR will use the home or residence address. Starting on the 1<sup>st</sup> of May 2019, BCR will send the contractual Notifications in writing, on a durable medium, through the Mailbox facility within the Internet Banking and Mobile Banking components. The Notifications will be kept under the archive form throughout the entire period of validity of CSB. For the cases in which there is no recurrence established in advance, the Client will be alerted through a text message regarding each Notification sent through the Mailbox facility. In certain situations, the Bank may further send certain written Notifications through letters.
- 30.7. BCR can send the Client goods or objects, irrespective of their value, by any means set up by BCR as fit, without having the obligation to make sure or be liable that such goods or objects adequately reach their destination.
- 30.8. In the absence of specific contrary provisions, any Notification made by BCR to the Client will be in writing, by registered letter with receipt confirmation or by its registration at the premise of a Banking Unit.
- 30.9. If the Client is part of a Convention for the use of Remote Banking Services/ 24 Banking BCR, BCR can communicate with the Client by electronic communication means and also send him such Notifications, which are regarded as received by the Client on the date of their being available to the Client.
- 30.10. During the business relation the Client has the right, at any moment to receive, upon request, on paper or on any other durable medium, the version in force of CSB as well as the Standard Fees Tariff.

### **31. REGISTRATION AND ARCHIVING OF THE COMMUNICATION WITH THE CLIENT**

- 31.1. BCR can record any phone call between BCR and the Client, the latter being warned about this aspect before each conversation and having the right to turn off the call if he does not agree with the recording. The lack of the Client's accord for the recording of the phone call can result in BCR not executing the respective Instruction.
- 31.2. BCR can activate the phone call records and any Instructions or documents received from the Client.

### **32. DOCUMENTS IN AUTHENTIC FORM AND WITH APOSTILES**

- 32.1. BCR can request that the documents sent by the Client have a special form (authenticated document, notarized copy or other form of certifying the compliance of a copy with the original).
- 32.2. In case of documents signed outside Romania, BCR can request the over-notarization of such documents or, by the case their having apostils, even if such a form is not mandatory according to legal provisions.

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

- 33.1. BCR is not obliged to accept any document issued in a foreign language, unless this is provided in the relevant Convention. In any case, BCR can request the Client to supply an authorized and notarized translation into the Romanian language.

### **34. NOTIFICATION OF CHANGES IN THE CLIENT'S CONDITION**

- 34.1. The Client will notify BCR, on his own expense, in writing within at most 5 (five) calendar days since the occurrence of any change related to his condition or to any information and/ or documents previously made available to BCR and will supply BCR the documents confirming the respective change and any other information requested by BCR, in the requested form. The notification obligation is applied to: (a) any change regarding the Client's identity or identification or of his Proxies, Signature Specimen or the granted mandates; (b) any change of any date or information supplied to BCR about any Convention or Banking transaction, including related to co-debtors, fidejussors, guarantors or any other person who is part of or whom the Contractual Documentation makes reference to; (c) any fact or change which might affect the Banking Transactions or the performance of Banking Services; (d) any change or event which can be regarded as unfavourably affecting the Client's capacity to meet his obligations to BCR, resulting from or related to the Contractual Documentation; and (e) any fact which might determine the Client, its proxies or co-payers (co-debtors) and guarantors considered as Client with the capacity of BCR affiliated party. If the Client has not received a request from BCR on a shorter term and there are no changes to information in item (a) within 3 (three) years from the last update, the Client undertakes to contact BCR from his/ her own initiative to confirm the respective information.
- 34.2. Any such change will become opposable to BCR as of the first Working Day following the day in which BCR received a validly transmitted Notification in this sense.

## **VI. REPRESENTATIONS AND WARRANTIES. PARTIES' RIGHTS AND OBLIGATIONS**

### **35. CLIENT'S REPRESENTATIONS AND WARRANTIES**

- 35.1. The Client gives each declaration and warrant in clause 35.2 in favour of BCR, to completing any other declarations and warranties given by him within any Convention, considering that BCR concluded the Contractual Documentation essentially based on each of such declarations and warranties.
- 35.2. The Client declares and warrants BCR that:
- 35.2.1. he has the capacity of use and exercise as resulted from the Contractual Documentation, being able to contract the Banking Services making the object of Contractual Documentation, to grant guarantees and adequately assume and meet all obligations according to the Contractual Documentation;
- 35.2.2. he has obtained all the approvals from all the competent authorities and took all the necessary or required measures according to the laws and regulations of Romania to conclude the Contractual Documentation and to adequately meet his obligations derived from it;
- 35.2.3. the obligations provided to be assumed based on the Contractual Documentation are committing the Client's accountability and can be foreclosed;
- 35.2.4. neither the Contractual Documentation and not the compliance with any of its provisions are violating any law, regulation, court decision or of other nature, administrative order or of another kind applicable to the Client, respectively any contract, accord or document legally committing the Client or any of his possessions;
- 35.2.5. all information the Client supplied to BCR are true, complete and correct at the date they were provided and are not of a deceiving nature in any way;
- 35.2.6. there is no litigation in the courts of law or arbitration or any administrative procedure in progress or pending and that there is no compensation request or dispute which might affect the Client's capacity to meet the obligations assumed by the Contractual Documentation.
- 35.3. The representations and warranties above will be regarded as given by the Client when concluding in the future any Convention with BCR, except for the case when he notifies BCR otherwise.

### **36. CLIENT'S RIGHTS**

- 36.1. In the relations with BCR, the Client has the rights expressly conferred by the Contractual Documentation as well as by the law, to the extent he does not waiver them.

### **37. CLIENT'S OBLIGATIONS**

- 37.1. The obligations provided in this clause will be in force as long as the Client benefits of any of the Banking Services and, if the case, further on until the full reimbursement of any amounts the Client has to pay to BCR.
- 37.2. The Client will comply with all the applicable legal provisions and whose incompliance might affect his capacity to meet his obligations to BCR.
- 37.3. The Client undertakes to diligently inform himself about the relevant aspect and data for the Conventions execution.

- 37.4. The Client undertakes to correctly supply all data and documents BCR will request for the purpose of each Banking Service, as well as any other documents of information requested by BCR.
- 37.5. The Client undertakes to exactly and promptly meet all his obligations resulted from the Contractual Documentation.
- 37.6. The Client understands and accepts that except for some specific contrary provisions, all his obligations resulting from or related to the Contractual Documentation are absolute obligations.
- 37.7. The Client undertakes to notify BCR about any errors regarding any BCR data, information and/ or systems or made available by BCR about which the Client was aware or had the reasonable possibility of being aware during the use of a Banking Service.
- 37.8. The Client undertakes to compensate BCR for any prejudices, damages, losses or expenses born by BCR as a result of the Client's financial responsibility determination for the payment refuses.

### **38. OBLIGATIONS MEETING BY THE CLIENT**

- 38.1. The Client is held liable to meet his obligations to BCR which imply the Client's presence at the Banking Unit where the Client opened his Accounts, unless otherwise provided by Conventions or by CSB.
- 38.2. The remittance by BCR of the judgment debt does not create the presumption of the Client's payment obligation extinguish to BCR.
- 38.3. The Client is rightfully in delay as regards the meeting of his obligations by the simple reaching to the deadlines provided in the Contractual Documentation, as well as in other cases provided by the law, without the need to place him in default or any other formality.

### **39. BCR RIGHTS**

- 39.1. In the relations to the Client, BCR has all rights expressly conferred by the Contractual Documentation and/ or by the law.
- 39.2. BCR can take all the required or useful measures to preserve its rights.
- 39.3. Without limitation regarding the generality of the above, BCR has the following basic rights:
  - 39.3.1. to refuse the execution of any Instructions if they are contrary to the policies and internal procedures of BCR or of BCR Group, to international standards applied by BCR, to the law or to an order issued by a competent authority;
  - 39.3.2. to refuse the supply of Banking Services in case such an activity could lead to a conflict of interests between BCR and the Client or between the Client and other BCR clients;
  - 39.3.3. to compensate the interests, any Costs or amounts due to BCR according to the Contractual Documentation by the amounts existing in any of the Client's accounts, including any Deposit Account (even if not reaching the term) or by any amounts the Client had to receive from BCR from any Banking Transactions or the Contractual Documentation (including any claims in court), irrespective of the moment they are due and the legal grounds for which they are due, without the previous accord of the Client, other that expressed by his signing of CSB. To achieve any of its rights, including the above, BCR is authorized by the Client to debit any of his Accounts (including Current Bank Accounts, deposit accounts, saving accounts or of any other type), irrespective of the Accounts currency, by the amounts the Client is due. In case of deposit account which has not reached their term, the amounts left after paying the Client's obligations to BCR will be transferred into the Client's Account through which the deposit was set up and the interest will be paid corresponding to the Account they were transferred to. In case of Accounts in foreign currency, the Client mandates BCR to perform in his name and on his account any operation of currency exchange in view of recovering the above mentioned amounts, at BCR Reference Exchange Rate at the moment of the exchange operation;
  - 39.3.4. To send to the Payment Incidents Register, Credit Risk Register and the Credit Bureau, as well as to other competent institutions, the risk information, as well as information about the Credits, fraudulent activity and information regarding the inaccuracies in the documents or declarations registered on the name of the Client and/ or of his representatives in view of processing or consulting them whenever required.

### **40. BCR OBLIGATIONS**

- 40.1. BCR assumes to the Client exclusively the obligations specifically stipulated in the Contractual Documentation.
- 40.2. BCR will perform in the Client's favour exclusively those Banking Services contracted according to the relevant Conventions.
- 40.3. BCR will execute exclusively the operations for which it receives instructions according to the Contractual Documentation.



40.4. BCR will grant the interest for the credit balances of the Accounts according to the provisions of the Contractual Documentation.

#### **41. LIMITATION OF BCR LIABILITY**

- 41.1. BCR will be held liable only for the effective prejudices suffered by the Client, directly caused by BCR by violating the obligations assumed through the Contractual Documentation.
- 41.2. BCR liability does not occur in abnormal and unforeseen circumstances, beyond BCR control and whose consequences could not be avoided despite the diligences in this sense and/ or if BCR is bound to comply with other legal provisions or for prejudices resulted from Client's actions or facts.
- 41.3. BCR cannot be held liable for losses caused by fluctuations of reference indices or fluctuations of the exchange rate performed by another credit institution involved in the relevant Banking Transaction, irrespective of the country in which it is operating.
- 41.4. BCR will not be accountable for prejudices resulted from foreclosures or assuring measures decided regarding the Client's Accounts, goods or assets in BCR possession, or resulted from the operations ordered by competent authorities, according to legal provisions or for the possible prejudices the Client might suffer as a result of foreclosure measures decided by BCR in case the Client did not observe his obligations.
- 41.5. BCR is not liable regarding the collections in or from abroad in any of the following cases: (i) payments suspension, moratorium over payments or seizure of the amounts of money by the collecting agent or foreign payer, by third parties in relation with the respective agent or by the authorities in the jurisdiction he is operating; (ii) the beneficiary's refuse to cash the transmitted amounts; or (iii) the lack of information required to process an operation, including the ones regarding the identification of the payer/beneficiary; (iv) delays/blocking of cashing in or of the payments owed to the compliance checks performed by the external banks or (v) the other banks' failure to fulfil the instructions sent by BCR due to reasons which cannot be imputed to such, even if BCR had the initiative to choose the corresponding bank.
- 41.6. BCR will not be accountable for prejudices resulted from: (i) Client's facts or actions violating legal provisions; (ii) the refuse of an authorization request of a payment from the Account or the unacceptance on payment of a Card or a Portable Accessory attached to the account, as a result of an event which cannot be controlled by BCR; (iii) performance of an operation by a Proxy whose mandate was revoked without BCR notification or before the presentation to BCR of the proof of Client's death.
- 41.7. BCR will not be accountable for the Accounts blockage in case through those accounts funds with special destination or coming from certain sources will be run, considering that once entered the Account, the amounts of money are depersonalized.
- 41.8. BCR will not be accountable for the consequences of any BCR refuse to execute the Instructions of the Client/ Proxy if the identification elements or the signature provided by him are incomplete or incorrect compared to the information and Signature Specimen in BCR records.
- 41.9. In case some Instructions are sent by Internet Banking and Mobile Banking, BCR is not liable for the execution of the respective Instructions if they were issued by unauthorized persons who knew the access passwords and the specific identification elements, or were issued by the Client without complying with the technical requirements provided in the relevant Conventions.
- 41.10. BCR cannot be held liable for the possible prejudices caused as a result of the failure to communicate in due time and in safe conditions the information or data made available to BCR by the Client, including as regards his Proxies or regarding the Client's death.
- 41.11. Except for the case in which it specifically committed to, BCR is not bound to offer the Client consultancy for his operations and will not be liable for the economic losses or of other nature which might result from them.
- 41.12. BCR can decide to make unavailable any of the Banking Services at certain moments, even within the Working Timetable, and will not be held liable for the possible prejudices suffered by the Client.
- 41.13. In case BCR receives requests to return the funds which credited the Client's BCR Accounts as a result of some frauds whose existence is signalled and/ or confirmed by SEPA, BCR will be entitled to immediately debit the Accounts, without previously informing the Client. BCR will not be held accountable for such operations, being regarded as irrevocably mandated in this sense, and will not compensate the Client for any damage.
- 41.14. These general rules regarding the parties' liability will be completed by the special provisions in these CSB.

## **VII. INTEREST**

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

- 42.1. For the cash available registered in Current Bank Accounts, BCR practices the interest level related to cash available at sight. For certain period and/ or certain Banking Services, according to the specific Convention, BCR can decide not to pay the interest at sight to the cash available in the Current Bank Accounts.
- 42.2. BCR does not calculate interest for the amount below the minimal limit set up by Conventions and visibly displayed in the Banking Units or on the Internet Page.
- 42.3. Unless otherwise agreed, the interest is calculated monthly for a year of 365 (366) days, according to the calculation formula  $365(366) / 365(366)$ .
- 42.4. BCR pays the interest monthly or at another frequency as specified in the Contractual Documentation.
- 42.5. When Convention validity expires, BCR will calculate and pay 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 paid by BCR will be diminished by the Client's tax on the income from interests, according to the applicable legal provisions and to Chapter IX of section General Provisions of CSB.

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

- 43.1. If the Client has an account overdraft which was not contractually agreed, BCR would charge a penalizing interest, calculated as of the day that overdraft occurred.

### **44. PENALIZING INTEREST**

- 44.1. In case the Client does not meet any payment obligation to BCR at the term provided in the Contractual Documentation (or upon BCR request in case of payment obligations which have to be met on request), or for the amounts drawn but not contractually agreed, including for exceeding the overdraft Ceiling (if the case), BCR can charge the Client penalizing interests related to the unpaid amounts, at the value set up in the applicable Convention. The unpaid amount will bear a penalizing interest as of the first day of payment default (inclusively) and until the day the full payment is made (exclusively).

### **45. INTEREST FOR THE CASES OF BCR GUILT**

- 45.1. If BCR does not comply, from its guilt, the deadline set up by the Contractual Documentation for the execution of a Payment Instruction validly sent by the Client, BCR will pay the Client a penalizing interest equal to the applicable interest by BCR to the Current Accounts, in the currency of BCR payment obligation, valid for the respective period, for the whole period of delay.

## **VIII. COSTS OF BANKING SERVICES**

### **46. COSTS**

- 46.1. For the Banking Services performed by BCR, the Client will pay fees, taxes as well as possible costs due to third parties, including those related to the drafting, signing or dispatch of any documents related to the Banking Services, according to the Contractual Documentation. BCR will provide the Client Banking Services only to the extent in which all their related Costs were fully paid by the Client.
- 46.2. The fees, taxes and charges will be calculated at NBR Reference Exchange Rate valid for the day of their accounting registration.
- 46.3. BCR has the right to automatically debit the Accounts by any amounts due and unpaid by the Client, based on the Contractual Documentation.
- 46.4. BCR investigations made upon the Client's request, for the execution of an Instruction, in order to complete an incomplete/incorrect instruction or as a result of meeting some legal obligations of BCR are commissioned according to the Standard Fees Tariff in force, to which the investigation fees charged by other credit institutions might be added.
- 46.5. BCR can ask the Client the down payment or reimbursement of the Costs BCR has to bear for the registration of some rights, facts and legal relations in public registers. BCR can refuse to perform the operations requested by the Client if the latter is not paying the required amounts.
- 46.6. The costs related to the use of communication services and data transfer for the use of Remote Banking Services/ 24 Banking BCR will be borne by the Client.
- 46.7. If the Available Balance is zero for a certain Account, BCR can unilaterally decide and without notifying the Client to apply zero fees to that Account, while they will return to the value stipulated in the Contractual Documentation when the Available Balance becomes positive. In any case, BCR can unilaterally decide and without notifying the Client to apply smaller fees than those agreed by the Contractual Documentation, and then, under the same conditions, to revert to the fees set up by the Contractual Documentation.

## **47. COMPENSATIONS. EXPENSES RECOVERY**

- 47.1. The Client will repay to BCR the Costs BCE can bear related to the Banking Services, according to the Contractual Documentation.
- 47.2. The Client will compensate BCR within 3 (three) Working Days since BCR request for any prejudice, damage, cost, loss or expenses suffered by BCR as a result of:
  - 47.2.1. the Client's default of any obligation related to the Contractual Documentation;
  - 47.2.2. investigation of any event BCR regards as representing a default of the Client's obligations;
  - 47.2.3. a BCR action according to a Client's Instruction, of a Proxy or of any mandate of them which BCR reasonably regards as correct and adequately authorized or as a result of the establishment of the Client's financial accountability for the payment refuses; or
  - 47.2.4. obtaining amounts of money or any other benefits from Banking Transactions based on data errors, information and/ or systems about which the Client had knowledge or had reasonably the possibility to be aware of and/ or if the trading decision was made considering the existence of an undue benefit obtained or sought consequent to the performance of some Banking Transactions.

## **48. PAYMENT IMPUTATION**

- 48.1. If BCR receives a submission or an insufficient amount in order to cover all the amounts owed at the respective moment by the Client according to the Contractual Documentation, BCR will use the amount thus cashed in for the payment of the amounts owed and unpaid in the following order: (a) insurance premiums, (b) overdue costs, (c) penalty interest rates, then overdue interest rates, (d) overdue capital and (e) (current) due costs, (current) due interest rates, (current) due capital.
- 48.2. If amounts due from different payment obligations and/or different conventions concur, when BCR receives a submission or an insufficient amount in order to cover all these amounts, BCR will use the amount thus cashed in for the payment of the amounts owed but unpaid in the following order: (a) amounts drawn but not agreed upon contractually; (b) insurance premiums; (c) overdue payments corresponding to credits; and (d) overdue payments corresponding to current bank accounts or deposits.
  - 48.2.1 The overdue payments corresponding to credits will be extinguished in the following order: (a) taking into account the type of debt and the number of days of delay regarding the payment of the amounts owed corresponding to each credit, in a decreasing order: first for payment of commissions, then of interest rates, then of capital, in the chronological order of the due date; (b) taking into account the type of credit: for the payment of the amounts corresponding to the guaranteed credits, then of the amounts corresponding to unguaranteed credits and (c) for credits of the same type: first for payment of those amounts owed denominated in the currency of the amount deposited, then of other amounts owed denominated in currencies different from the currency of the amount deposited.
  - 48.2.2 The overdue amounts related to Current Bank Accounts or to the deposit accounts, in the following order: (a) in the chronological order of their maturity; (b) depending on the currency: first for the payment of the due amounts denominated in the currency of the deposited amount, then of the due amounts denominated in different currencies than that of the deposited amount; and (c) in the order of their value: first for the payment of smaller overdue amounts, then for the payment of larger overdue amounts.
- 48.3. For the unregulated aspects conventionally, the legal provisions on payment imputation are applied.
- 48.4. For the achievement of possible foreign currency exchanges BCR Reference Exchange Rate will be applied.

## **IX. TAXES**

### **49. COMPENSATIONS FOR TAXES RETAINED AT SOURCE**

- 49.1. The Client will make all the payments he has to perform according to the Contractual Documentation, without any deduction or withholding at source, except for the cases they are mandatory according to the law.
- 49.2. In case the Client is bound by law to make a deduction or a withholding at source, the amount to be paid by the Client to BCR will be increased by an amount which after the deduction or withholding at source to be the effectively the amount paid to BCR and equal to the amount which should have been paid to BCR if no deduction or withholding at source was necessary.
- 49.3. If the deduction or withholding at source represents a tax which, by the law, had to be paid by BCR, then by the increase made according to the provisions of the previous article, the Client hold a receivable over BCR equal to the increase value, which will be paid by BCR within 30 (thirty) days since the date of the Client's Notification accompanied by the proving documents regarding the tax payment.

## **50. WITHHODING THE TAXES DUE BY THE CLIENT TO THE ROMANIAN STATE**

- 50.1. BCR will retain and transfer the taxes the Client is due to the Romanian state, according to applicable legal regulations.

## **X. GUARANTEES**

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

- 51.1. Depending on the specific character of the Banking Services, BCR can ask the Client to establish or replenish pledges or real estate mortgages or personal guarantees (collectively "Guarantees") to secure his obligations related to the Banking Services. In compliance with applicable legal provisions, the Client will establish or replenish such Guarantees requested by BCR or will replace them by similar others, by the case. All Costs related to the establishment, publicity, replacement, replenishment and/ or extinguish of the Guarantees will exclusively be borne by the Client.

### **52. GUARANTEES VALUATION**

- 52.1. If (a) events occur which could change the value of a Guarantee (such as market evolution of Guarantee changes), or (b) the requirement to value the Guarantee is set up by the law or requested by an authority, BCR has the right to request an independent valuation report of that Guarantee, the Costs being born by the Client.

### **53. GUARANTEES USE AND INSURANCE**

- 53.1. The Client will preserve, on his own expense, the goods making the object of Guarantees and will use them with the diligence of a good owner, according to their destination.
- 53.2. If the nature of the goods brought as guarantee allows, the Client will insure them with an insurance company, assigning or mortgaging the rights related to the insurance contract in BCR favour or appointing BCR as beneficiary of the insurance allowance, according to BCR request.

### **54. GUARANTEES EXECUTION**

- 54.1. In case the Client does not meet any obligation to BCR on its maturity, BCR can execute any Guarantee, according to the Contractual Documentation. These provisions do not restrict in any way BCR right to initiate the foreclosure procedure over any other good of the Client, even if it does not make the object of a Guarantee.
- 54.2. All the expenses derived from the procedure of Guarantees execution, including the expenses for goods recovery and conservation will be borne by the Client.

## **XI. FINAL PROVISIONS**

### **55. PLACE OF BUSINESS PERFORMANCE**

- 55.1. The Banking Services will be performed in the Banking Units where the Client opened his Accounts (unless otherwise provided by Conventions), or by Remote Banking Services/ 24 Banking BCR.

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

- 56.1. If one of the Contractual Documentation provisions is or becomes null, inapplicable or cannot be foreclosed, such a nullity, inapplicability or impossibility to foreclose will not affect any other provision of the Contractual Documentation. In such a case, BCR and the Client will make all efforts to agree valid and applicable provisions to replace the initial provisions, the new provisions having the same result and effect as that of the provisions they are replacing, within the maximum limit admitted by the law.

### **57. ASSIGNMENT. OBLIGATIONS TRANSFER**

- 57.1. The Client can assign his rights and/ or obligations based on the Contractual Documentation and/ or can assign the Contractual Documentation as a whole only with the previous written accord of BCR.
- 57.2. BCR can assign to a third party any of its rights within the Contractual Documentation and/ or the Contractual Documentation as a whole, together with the related Guarantees, or can transfer its obligations based on the Contractual Documentation, and the Client, his co-payer (co-debtor) and/ or fidejussor and/ or guarantor, by the case, by signing CSB, agree in advance and unconditionally to such an assignment or transfer. BCR will notify the Client and, by the case, his co-payer (co-debtor) and/ or fidejussor and/ or guarantor, about the assignment of the rights or the transfer of obligations derived from the Contractual Documentation, or about the assignment of the Contractual Documentation, by simple letter (except for the Notification of a Credit assignment, which is made by a registered letter with receipt confirmation), the assignment or transfer becoming effective and opposable to the Client and, by the case to his co-payer (co-debtor), fidejussor and/ or his guarantor as of the moment the letter is regarded as received, according to the provisions of Art. 30.4-30.6. The Client understands and agrees that, given such circumstances, BCR will be released of the

correlative obligations to the assigned rights, or, by the case, of its obligations based on the Contractual Documentation as of the moment the assignment and/ or the transfer become effective. BCR is not liable for any additional expense of the Client as a result of the assignment of Contractual Documentation or of the rights related to it.

## **58. MISCELANEOUS PROVISIONS**

- 58.1. BCR failure to exert any right provided in the Contractual Documentation does not represent a waiver to that right, and BCR can use that right anytime until the extinguish of all Client's obligations to BCR.
- 58.2. If a Convention is or becomes null, the parties exclude the conversion application, the respective Convention producing no other effects than those considered on the date of its signing. If a Convention is cancellable, the parties specifically agree to confirm that Convention, any elements which led to its cancelability being replaced by valid elements, on parties' agreement.
- 58.3. Any calculation, certification and/ or determination made by BCR related to any amount which has to be determined according to the Contractual Documentation, in the absence of obvious errors, will have a mandatory character to the parties as regards the aspects it is referring to. Any calculation error proved by any of the parties will be rectified upon the request of any of the parties, without affecting the validity of the Contractual Documentation.

## **59. GOVERNING LAW.CONTRACT LANGUAGE**

- 59.1. CSB and the Conventions are submitted and will be construed and judged according to the provisions of the Romanian law.
- 59.2. If any part of the Contractual Documentation is written, in addition to the version in Romanian, in any other language or simultaneously in two different languages, the version in the Romanian language will always prevail.

## **60. LITIGATIONS SOLVING**

- 60.1. Any dispute occurring between the Client and BCR, as parties of CSB, as a result of the interpretation and/or execution and/ or termination of CSB or of the Conventions will be amicably solved by the parties.
- 60.2. If the parties cannot reach an amicable understanding, they will resort to the courts of common law.
- 60.3. For the amicable settlement of the potential litigations and notwithstanding the Client's right to initiate actions in the court of law against BCR, this is entitled to notify the National Authority for Consumer Protection having its office in: B-dul Aviatorilor 72, sector 1, Bucharest, e-mail: office@anpc.ro. The Client may use extrajudicial mechanisms for litigation settlement according to the provisions of the Governmental ordinance no. 38/2015 regarding the alternative settlement of litigations between consumers and merchants, and the mediation procedure, according to Law no. 192/2006 regarding mediation and organisation of the mediator profession.

## **61. FORCE MAJEURE AND THE ACT OF GOD**

- 61.1. As regards any payment obligation resulting on his charge or related to the Contractual Documentation, the Client will be exonerated from the contractual liability only if he is in an objective impossibility to execute that payment obligation as a result of a force majeure event or of an act of god which causes the interruption of the system of intra- and inter-banking payments. This exoneration of contractual liability is applied only for the period the interruption of inter-banking payments system is not remedied.
- 61.2. Except for the case above, BCR and the Client are not accountable for any loss caused by a case of force majeure or by an act of god.
- 61.3. In case of force majeure or an act of god, the affected party will communicate to the other party the occurrence of force majeure or the act of god by phone or fax within maximum 5 (five) calendar days and in the next 15 (fifteen) calendar days has to send the certificate issued by the competent authorities regarding the case of force majeure or the act of god, by registered letter, or in case of the Client, by coming to BCR. If the party invoking the force majeure or the act of god does not notify the other party the existence of such an event, it will be liable for the prejudice cause by that to the other party.

## **SPECIAL PROVISIONS**

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

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

- 62.1. The Client must have one or several Current Bank Accounts opened on his name in the same currency as the required Banking Services.
- 62.2. BCR opens Current Bank Accounts when the Client signs a Convention, after BCR received and checked up all the requested documents.



- 62.3. BCR can postpone the opening of the Current Bank Account for the verifying period of the information supplied by the Client.
- 62.4. BCR can refuse to open a Current Bank Account for any justified reason, including in compliance with legal provisions regarding know-your-customer, money laundering and criminal finance.
- 62.5. On the Current Bank Account opening, the Client has to supply BCR: (i) his Signature Specimen, as well as that(those) of his Proxy/ Proxies; and (ii) all information and documents required to the identification by BCR of the Client and of his Proxy/ Proxies (according to the provisions of Chapter II of section General Provisions of CSB). BCR will not open anonymous Current Bank Accounts or for which the Client's identity is not known. If the Current Bank Accounts are opened through remote communication means, the Client does not have to supply the Specimen Signatures mentioned under point (i) at the moment of opening such, being supplied subsequently at the moment of coming to a bank subsidiary.
- 62.6. The Current Bank Account becomes functional at the moment the relevant Convention comes into force.
- 62.7. The Client can open several Current Bank Accounts with BCR, according to the Conventions signed with BCR.
- 62.8. In the meaning of Art. 2.410 of the Civil Code, BCR has the control over the entire Client's Current Bank Accounts.

### **63. IBAN CODE**

- 63.1. BCR will allocate to each Current Bank Account a sole identification code called IBAN code.
- 63.2. IBAN code can be changed by BCR when it is necessary by the previous Client's notification at least two months (or by another legally imperative term) before the change coming into force.

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

- 64.1. The operations which can be performed through and related to a Current Bank Account are compliant to the law and the Contractual Documentation and include, but without being limited to, the following: (i) operations for Payment Services; (ii) release of Account Statements and Financial Statements; and (iii) other operations ordered by third parties (for instance, attachments).

### **65. MINIMUM BALANCE**

- 65.1. The Client should assure in each Current Bank Account the required amounts for Payment Operations performance ordered according to the Contractual Documentation.
- 65.2. The minimum balance will not drop below the minimum mandatory amount stipulated in the Convention.
- 65.3. The minimum balance required for the operation of the Current Bank Account is blocked by BCR and can be used to extinguish BCR fees when there is no cash available in the respective Current Bank Account. The minimum balance is replenished from the subsequent feedings and is released to the Client when closing the Current Bank Account.
- 65.4. BCR has the right to set up or change the minimum quantum required to open the Current Bank Accounts and respectively the minimum balance for which BCR pays the interest on sight.

### **66. DISPOSAL OVER THE AMOUNTS IN THE CURRENT BANK ACCOUNT. WITHDRAWALS**

- 66.1. Except for the cases provided by the law or by the Contractual Documentation, only the Client, the Proxy or the User has the right to dispose of the amounts in the Current Bank Account.
- 66.2. The Client can make Payment Operations from the Current Bank Account up to the limit of the mandatory minimum balance.
- 66.3. In case of the Client's death and until the partition, the Client's heirs are regarded as co-undivided owners and can dispose of the Current Bank Account amounts only together. The heirs are jointly liable to BCR for the possible debtor balances of the Current Bank Account.
- 66.4. The Client has the right to withdraw cash from the Available Balance of his Current Bank Accounts, according to the relevant provisions of the applicable Conventions, in compliance with a notice term of minimum two days. This notice term has general applicability, except for the specifically agreed derogations between BCR and the Client.

### **67. PROTECTION ELEMENTS**

- 67.1. The Client will act so that his Signature Specimen and other protection elements of his identity or for frauds prevention cannot be used by a third party in the relation with BCR.

### **68. CLOSING THE CURRENT BANK ACCOUNT FOR A CASE OF GUILT**

- 68.1. BCR can decide to close the Current Bank Account, respectively to stop the related Banking Services on the occurrence of any of the following cases of guilt: (a) Client's payment default of the fees and Costs due to BCR, (b) Client's failure to meet the conditions related to the Current Bank Account opening and operation, (c) occurrence of major payment incidents with Debit Payment Instruments, (d) any case of the Current Bank

Account cease provided in Art. 7.1.2 and 7.1.3 or (e) the Current Bank Account inactivity, that is the cumulated presence of the following circumstances: (i) the balance is zero or below the minimum balance provided by the Convention, or drops below the value of the minimum balance set up by BCR (published on BCR website [www.bcr.ro](http://www.bcr.ro) and displayed in BCR Banking Units), if such a value is applicable, or registers an unauthorized overdraft, (ii) the respective account shows no movements for a period of 3 consecutive months, except the calculation of interests, management fees and other similar, and (iii) the account is not attached to some saving and/ or lending products.

- 68.2. Closing the Current Bank Account in the cases mentioned in Art. 68.1 can be performed by a simple Notification, without any other formality of intervention of the court of law. BCR can give the Client a term to remedy such situations (when they can be remedied), in which case the decided closing becomes effective on the date mentioned in the Notification if the situation was not remedied until that date.
- 68.3. In view of applying the provisions of Art. 68.1., for the Conventions applicable to the Banking Services related to the closed Current Bank Account: (i) when the Banking Services were supplied exclusively in consideration of the closed Current Bank Account, the Conventions related to the respective Banking Services will be unilaterally terminated as of the moment stipulated in Art. 68.2; or (ii) when the Banking Services were independent of the closed Current Bank Account, the Conventions related to those Banking Services will be automatically changed so that the Banking Services can be supplied related to or through other Current Bank Accounts of the Client. In case the Current Bank Account is opened based on a Convention also including other Banking Services, independent of the closed Current Bank Account, when closing the respective Current Bank Account the respective Convention remains in force for all the other Banking Services operating based on that.
- 68.4. BCR can refuse to supply any other Banking Service when it closed a Current Bank Account and/ or unilaterally terminated the relevant Convention based on the reasons mentioned in Art. 68.1, until the meeting of overdue obligations to BCR.
- 68.5. In view of applying the provisions of Art. 68.1, BCR can decide to eliminate the Banking Services package which is part of the respective Current Bank Account, ceasing to supply the Banking Services, totally or only partially. In the latter case, BCR will apply management fees for each Banking Service remained in force.

#### **69. CLOSING THE CURRENT BANK ACCOUNT ON THE CLIENT'S INITIATIVE**

- 69.1. The Client can request the closing of the Current Bank Account by a written Notification sent to BCR by 15 (fifteen) days before and only after the Client paid all the amounts due to BCR.
- 69.2. When closing the Current Bank Account, the Client will return to BCR the forms of special regime, including the cheque books or the cheque sheets, as well as the attached Cards and Portable Accessories. Since the closing of the Current Bank Account these documents lose their validity and the cheques, other securities and/ or commercial papers will no longer be honored.
- 69.3. After closing the Current Bank Account, the attached Cards and Portable Accessories will no longer be used and will be blocked.
- 69.4. Until the date of actual closing of the Current Bank Account, the Client will notify BCR about the destination of the amounts in that Current Bank Account, or, on a contrary case, the balance of the Current Bank Account will be registered in BCR records in collective accounts by various creditors, separately for each currency, with no interest paid

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

- 70.1. BCR can perform the following types of operations in any Current Bank Account without the Client's accord, other than that expressed by signing CSB: (a) payment of the amounts the Client is due to BCR on the due date or later; (b) cancellation/ correction of operations wrongly performed by BCR or with the mention "under reserve"; (c) payments made by BCR based on definitive writs of execution in case of seizure; (d) blockage of the amounts in collateral deposits, according to the Contractual Documentation; (e) if the amounts in Current Bank Accounts are expressed in other currencies than the currency of the amounts to be paid, BCR will be able (without being an obligation) to make the required currency exchanges to obtain the funds, using BCR Reference Exchange Rate at the moment of operation performance; (f) blocking/cancellation of some payments in case of failure to adequately receive the funds related to an OP already credited in the Beneficiary's account; (g) cancellation of some payments/ collections in case of frauds confirmed by messages tested for OP conducted within SEPA, with the amounts received by the Client; and (h) other operations required in any other cases provided by the applicable regulations, including any other actions regarded as appropriate to secure the meeting of its obligations regarding fraud prevention and control, money laundering, crime financing, giving/ receiving bribe, corruption, fiscal evasion, as well as regarding the services supply to some persons who can be submitted to economic sanctions, when BCR has suspicions of fraud or as regards the purpose or nature of the transaction. These measures can include, but without being limited to, blockage of the Current Bank Account, return to the Ordering person the funds which credited the Client's Accounts as a result of a fraud, investigation and interception of the payments made in

and from the Client's Current Bank Account, investigation of the funds source/ their beneficiary, investigations in view of finding out if a person is subject to sanctions. The performance of such actions by BCR can result in the delay or cease of payment instructions execution or of the amounts collection and respectively of the transactions settlement in and from the Current Bank Account. BCR will inform the Client about the occurrence of such situation only to the extent such information is allowed by the law and does not hinder the safety reasons objectively justified.

#### **71. CURRENT BANK ACCOUNTS WITH SPECIAL DESTINATION**

71.1. These accounts are opened related to operations with funds of special destination or dedicated assets (including fiducia) of the Client, BCR having no liability for the blockage of such accounts or its effects.

#### **72. BANKING SERVICES PACKAGES**

72.1. BCR can manage, in the Client's name, packages of Banking Services, according to the Client's options expressed by the relevant Conventions.

72.2. Some Packages from BCR's offer may only be held only once and/ or certain Packages cannot be held at the same time. If the same Banking Service is included in several Packages held by the same Client with different rates/ commissions, the Client will be subject to the lowest rate/ commission.

72.3. In case a package of Banking Services is partially eliminated, the Banking Services left in force become individual Banking Services and are subject to the relevant Conventions and CSB.

72.4. If the Current Bank Account is closed, the Banking Services package regarding the Current Bank Account is automatically terminated, i.e. the Current Bank Account is closed automatically without BCR performing any other prior formalities and all Banking Services operating in relation to that Current Bank Account (including debit card, Portable Accessories, Internet Banking, Mobile Banking, Phone Banking and Alerts Services) cease to be valid. In case a package of Banking Services contracted after CSB coming into force is eliminated, without all or some of the Banking Services included in the package cease, the respective Banking Services (i) contracted or (ii) preexisting and included in the existing Convention regulating the package, become individual Banking Services and are further subject to the terms and conditions set up in the existing relevant Convention.

72.5. In case the Client wants to give up certain optional Banking Services from a package, for the remaining Banking Services BCR will continue to charge the monthly management fee related to the respective package.

In case the Client wants to give up certain Banking Services automatically included and therefore mandatory in a package, the package is eliminated and for the individual Banking Services remained in force, BCR will continue to charge the monthly management fee related to each Banking Service.

72.6. In case a Banking Service within a package is transferred to another package contracted by the Client, the respective Banking Service will be submitted to the terms and conditions of the Convention applicable to the new package.

### **XIII. PAYMENT OPERATIONS**

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

73.1. This chapter and chapter XII are of general nature and will be applied to all Payment Services provided to the Client, including to operations making the object of Clauses 82.1, 82.2, 82.3, 82.4 as well as to operations making the object of chapters XIV and XV.

73.2. Any Payment Service or other Banking Service of different nature BCR offers the Client and which is not regulated in this chapter will make the object of the relevant Conventions.

73.3. BCR will provide the Client the Payment Services he will request using the agreed Payment Instruments.

73.4. BCR will execute the Client's Payment Instructions within the limit of the Available Funds Balance existing in the Current Bank Account the respective Payment Instructions are referring to.

73.5. The Client understands and accepts that the Payment Services can be performed by BCR directly or by one or several BCR affiliated entities, by any other third entities or suppliers of specialized services or by their sub- contractors

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

74.1. For the execution of any Payment Instructions, the Client will supply the required information according to BCR requests, using the forms made available by BCR. For payments to the State Treasury, the Client will use the form of the payment order edited and filled in by means of the assistance program of the Ministry of Public Finances.

74.2. The Client can fill in the required forms on computer, by typing or handwriting, in capital letters and with legible characters, using blue or black writing instruments. The client can send Payment Instructions by

means of Remote Banking Services/ 24 Banking BCR if he contracted such a Banking Service and according to the relevant Convention.

- 74.3. The Client assumes the full accountability for the content of the information included in the Payment Instructions.
- 74.4. The Client's consent for the execution of the Payment Instructions is expressed by:
  - 74.4.1. authorized signature (Signature Specimen), on paper or on the screen of the electronic Device (SignaturePad) in case of Payment Instructions on paper (including Ops), of operations with cash or other operations in his own accounts;
  - 74.4.2. MDD, for operations with ID, individual and successive;
  - 74.4.3. introduction by the Holder or the User of PIN/ specific authenticating elements on the mobile device and/ or by signing the POS/ Imprinter2 receipt and/ or by introduction the code CVV2/ CVC2 and/or the password 3D-Secure and/or by getting the Card with Contactless Technology or the Portable Accessory closer and/ or the Card Reader in case of Payment Instructions authorized by Card;
  - 74.4.4. the Client's verbal confirmation by phone, if his access to the respective Banking Transaction is allowed both by User Name and Password, and by User Name and OTP code, respectively confirmation by introduction of OTP code, if the Client's access to the respective Banking Transaction is allowed only by User Name and OTP code, depending on the type of access agreed according to the Convention for Phone Banking;
  - 74.4.5. pressing the key "Finalize operation", if the Client's access to the respective Banking Transaction is allowed both by User Name and Password, and by User Name and OTP code, respectively by introduction of DS code, if the Client's access to the respective Banking Transaction is allowed only by User Name and OTP code, depending on the type of access agreed according to the Convention for Internet Banking and Mobile Banking; or
  - 74.4.6. pressing the key corresponding to the Client's accept depending on the selected operation on the automatic equipment working based on banknotes/ banking card acceptors;
- 74.5. In case the Reception Moment of the Payment Instruction is not a Working Day, this is regarded as received in the next Working Day. In case an Instruction is received by BCR after 14:00 hours of a Working Day, it is regarded as received in the immediately following Working Day. BCR and the Client can agree in writing, or by another communication means accepted by BCR, that the execution of a Payment Instruction starts on a certain day or at the end of a certain period, or on the day the Payer made available the required funds to BCR, in which case the Reception Moment of the respective funds is regarded as the day agreed for execution. This rule is also applied to the Payments of Regular Character.
- 74.6. The Payment Instructions are firm and irrevocable, and cannot be changed, except for the cases detailed below.
- 74.7. The Client can revoke a Payment Instruction after it was received by BCR until the end of the Working Day preceding the day agreed for the funds debiting: (i) in case of Payment Instructions for which the Client and BCR agreed to start on a certain day, or at the end of a certain period, or on the day the Client make the funds available to BCR; or (ii) in case of Payments of Regular Character, which can be revoked based on the Beneficiary's accord.
- 74.8. The Client and BCR can establish in the Convention a price for revocation operations of Payment Instructions.
- 74.9. BCR will make available to the Client, according to the law: (a) upon the Client's request, before the execution of a Payment Operation, explicit information on the maximum execution term and the price (total and spread down, if the case); (b) after the execution of a Payment Operation and the debit of the Account/ Accounts, without any unjustified delay, information about the reference for the Payment Operation identification, (if the case), the value of Payment Operation, price (total and spread down, where the case), exchange rate, date of debit or of Payment Instruction reception, according to legal provisions.
- 74.10. In case the Client uses a specific Payment Instrument, the Client and BCR can set up by Convention expense limits for the operations performed through the respective Payment Instrument.
- 74.11. The communication means related to the Payment Services will be set up by Conventions (including based on the technical requirements for the Client's equipment), while in their absence, CSB provisions will be applicable.
- 74.12. Upon the Client's request, he can receive these CSB, the Convention and the essential information for Payment Services performance.



## **75. BCR REFUSE TO EXECUTE PAYMENT INSTRUCTIONS**

- 75.1. BCR can refuse to execute the Payment Instructions when they (i) are not adequately authorized; (ii) are transmitted by forms filled in wrongly, incompletely, contradictory or which show erasures or corrections; (iii) the Account mentioned in the Payment Instruction does not contain the required funds for the payment and the related fees; (iv) the Payment Operations mentioned in the Payment Instructions are illegal; and (v) in any other cases provided by CSB or the applicable legislation.
- 75.2. BCR will notify the Client in the shortest time possible, its refuse to execute a Payment Instruction and, if possible, will mention the reasons of refuse and the procedure for errors remedy. If BCR refuse is objectively justified, BCR can charge a price for the refuse Notification, in the conditions set up by Convention.

## **76. MOMENT OF PAYMENT INSTRUCTIONS EXECUTION**

- 76.1. BCR will process during the same day the Payment Instructions received until COT and during the next Working Day the Payment Instructions received after COT, according to CSB and/ or the relevant Convention.
- 76.2. The Payment Instructions initiated by Remote Banking Services/ 24 Banking BCR, beyond the Working Timetable will be processed during the Working Timetable of the next Working Day, unless the relevant Convention provides otherwise.
- 76.3. BCR can change COT, by display in the premises of the Banking Units and by publishing the new COT on Internet Page.
- 76.4. The limit reception hours type COT of other credit institutions and/ or payment systems will be immediately changed according to their rules, without the need to amend CSB.

## **77. SMALL VALUE OPERATIONS**

- 77.1. The small value operations are: (a) individual Payment Operations which do not exceed EUR 25 or which have an expenses limit or deposited funds of maximum EUR 100, or (b) cross-border Payment Operations on the European Union territory or within the European Economic Space which do not exceed EUR 30, or which have an expenses limit or deposited funds of maximum EUR 150. These values are calculated, by the case, in RON equivalent on the date of transaction performance.
- 77.2. In this sense, the Client and BCR can set up by Convention specific rules for the Client's information, the Convention amendment, notification of loss or theft of the Payment Instrument and the parties' liability for their use (if the payment instrument does not allow the blockage or the prevention of a later use), the obligation to notify the execution refuse (if the payment non performance is revealed by the context), application of other execution terms, etc..

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

- 78.1. BCR will inform the Client by an Account Statement about the amounts existing in the Account and the Banking Transactions performed during a certain period.
- 78.2. The Account Statement will be supplied to the Client or his Proxies for free, once a month at the desks of the Banking Units or will be sent in the way agreed by Convention. In addition, if the Client has Remote Banking Services (Internet Banking, Mobile Banking and Phone Banking), he/ she has the possibility to generate free of charge through Internet Banking the Account Statement, including for a longer period of time.
- 78.3. The Client is bound to immediately verify the Account Statements and to notify BCR about the possible errors or omissions found out regarding the performed operations and the balance.
- 78.4. If such a Notification is not sent to BCR within 10 (ten) Working Days since the supply/ transmission date of the Account Statement by BCR, the Banking Transactions performed in the Account are regarded as approved by the Client.
- 78.5. The approval of Payment Operations does not exclude their correction by BCR, in the conditions of Art. 80.3.6.
- 78.6. The calculation errors can be corrected both by BCR initiative, and upon the Client's request. The Client cannot stand on the calculation errors related to the Account to request the cancellation of the Convention and of CSB.
- 78.7. BCR is entitled to include in the Account Statement any Communication or Notification addressed to the Client.
- 78.8. BCR can release, upon the Client's request, duplicates of the Account Statements subject to commissioning according to the Standard Fees Tariff.

## **79. OPERATIONS SECURITY AND CORRECTIVE MEASURES**

- 79.1. In view of assuring the security and confidentiality of Payment Operations and Instruments, BCR will take mandatory measures to the Client to organize an internal security system and to set up access and authorization rules related to the Payment Services.



- 79.2. The Client should comply with the rules set up by BCR in order to preserve the safety of Payment Operations and Instruments.
- 79.3. In case objective circumstances occur related to the security of a Payment Instrument, suspicion of unauthorized or fraudulent use of it, BCR has the right to block the relevant Payment Instrument, notifying the Client in this sense, if possible, before the blockage, or the latest, right after its blockage. BCR obligation to inform will not be applicable if the supply of such information affects the safety reasons or is forbidden due to other relevant legislative provisions.
- 79.4. The Client will have the right to the unblocking or replacing the Payment Instrument, free of charge or on payment once the blockage reasons cease to exist.
- 79.5. The Client is bound to notify BCR, without any unjustified delay, right after he is aware of the loss, theft, unrightful use of one of his Payment Instrument, or of any other unauthorized use of it.

## **80. PARTIES' ACCOUNTABILITY IN CASE OF PAYMENT OPERATIONS**

- 80.1. As regards the Payment Services, the Client's accountability will be committed as follows:
- 80.1.1. The Client will bear unlimited any prejudices or losses generated by unauthorized Payment Operations, to the extent they were generated by fraud or the Client's incompliance, on purpose, or from negligence with his obligations regarding the use of the relevant Payment Instrument or the Notification of the unauthorized use of any of the Security Elements.
- 80.1.2. The Client is responsible for the correctness of information sent to BCR/ their obtaining in view of Banking Transactions performance, as well as of any operations: Beneficiary's account number in IBAN form, as well as the Beneficiary's account number for transfers to the countries which have not adhered to IBAN; BIC of Beneficiary's credit institution; name and address of Beneficiary's credit institution (in case the Beneficiary's credit institution does not have BIC, its full name and address will be supplied, possibly accompanied by the national clearing code); the national clearing code – fill in the type and number of the National clearing code related to the different national Payment systems which have not adhered to IBAN; Beneficiary's surname and name, personal identification code or his Fiscal Code (CUI); Beneficiary's address; the amount to be transmitted; transfer currency; payment details; payment date; specific data requested by Beneficiary/ treasury.
- 80.1.3. To the extent provided by applicable legal provisions on the Convention signing date, the Client will bear the losses occurred until the Notification moment according to Art. 79.5, resulted from any unauthorized Payment Operations after using a lost or stolen Payment Instrument, or when the Client did not keep safe the customized Security Elements.
- 80.1.4. The Client will bear unlimited the losses related to unauthorized Payment Operations when the Client acted fraudulently or breached, on purpose or from negligence his obligations regarding the use of Payment Instrument or BCR Notification.
- 80.2. Starting the moment he announced BCR about the occurrence of any of the events mentioned in Art. 79.5 above, the Client is no longer accountable for the losses produced after the announcement, except for the case in which the Client himself is fraudulently acting.
- 80.3. By signing CSB, the Client understands and specifically accepts the content of each provision included in this clause regarding BCR accountability related to the Payment Services, as follows:
- 80.3.1. BCR will verify, with reasonable diligence, the Instructions received from the Client, without assuming in any way the responsibility for the Instructions addressed to it fraudulently or abusively, except for the case in which BCR produced a prejudice to the Client by acting intentionally or in gross negligence.
- 80.3.2. BCR can be held liable to the Client for the failure to execute or the inadequate execution of the Payment Operations ordered by the Client.
- 80.3.3. BCR will be accountable for the consequences of using a lost, stolen or abused Payment Instrument if it does not make available the adequate means to allow the Client to notify at any moment such circumstances, except for the cases in which the Client is liable, according to Art. 80.1 above. In case due to an error, BCR will register or transfer in the Account amounts to which the Client is not entitled, BCR will cancel the respective amounts. At the same time, BCR will recalculate and settle the undue interests to the Client starting the date of their calculation based on the above mentioned error.
- 80.3.4. In case of unauthorized Payment Operations, BCR will be liable for the reimbursement of the amount related to the respective unauthorized Payment Operation, except for the cases in which the Client is liable according to Art. 80.1.1 and 80.1.2 and of the cases in which BCR acted according to some legal obligations.
- 80.3.5. BCR will correct an unauthorized Payment Operation or incorrectly executed which generates a complaint, upon the Client's request in this sense sent to BCR within maximum 13 months since the date it is shown in

the Account statement, if it cannot be proven that the Payment Operation was authenticated, correctly registered, introduced in the Accounts and was not affected by any technical defect or by other deficiencies.

80.3.6. BCR liability to the Client is in any case limited to the direct losses effectively suffered by the Client and the benefit unrealized by him as a consequence of the non-execution or of wrong execution of the Payment Instructions, without the benefit unrealized by the Client exceeding the interest value the Client would have been entitled to according to the Contractual Documentation (if the case) if the Instruction had been adequately executed.

80.3.7. Any further financial consequences are in BCR charge, according to the applicable legal provisions.

80.3.8. BCR is not liable to the Client for:

- (a) the Payment Operations validly initiated or executed by the Client and later contested by him;
- (b) the cases in which BCR can prove it acted according to the provisions of CSB or of the relevant Convention;
- (c) the Payment Operations whose execution was refused by BCR, according to Art. 75.1, in compliance with Art. 75.2;
- (d) the Client's correct supply of the Beneficiary's sole identification code or for the wrong Instructions given by the latter. After executing such wrong Instructions based on a wrong sole identification code, which resulted in withdrawals or transfers of amounts from the Account, BCR will make reasonable diligence to recover the funds which made the object of the Payment Operation, but without being obliged to the Client in this sense. By Convention, BCR can set up a recovery fee applicable in this case;
- (e) execution of an authorized Instruction in a certain Working Day if the authorized Instruction was not received by BCR until COT;
- (f) performance of operations by the fraudulent/ abusive use of the Security elements by third parties, until the moment the Client notifies BCR, according to Art. 79.5;
- (g) possible penalties of interests the Client has to pay to the Beneficiary in case the Client does not initiate the payment in due time, considering COT and the number of required days for the accounting settlement;
- (h) the losses resulted from the currency exchange in the country of origin of the correspondent credit institution which is actually executing the respective operation and which is governed by the law of the place;
- (i) the losses resulted from the Client's performance of Banking Transactions to countries under international sanctions which could imply the blockage/ seizure/ partial return of the traded amount by the correspondent banks; and
- (j) for the Notifications which were not received by the Client because he did not announce the change of his identification data, the Notifications being validly sent to the last address communicated by him.

## **81. CLIENT'S RIGHT TO REIMBURSEMENT**

81.1. The Client has the right to a full reimbursement from BCR in case of an unauthorized Payment Operation already executed, initiated by or through a Beneficiary, if the Client's authorization does not specify the exact amount of operation, and it exceeded the amount the Client could have been reasonably expecting, without any right to invoke the application of the Reference Exchange Rate, and the Client requested the reimbursement within 8 weeks since the date BCR debited the funds.

## **82. TYPES OF PAYMENT OPERATIONS – SPECIFIC PROVISIONS**

### **82.1. Operations with Payment Orders (OP)**

#### **82.1.1. General aspects regarding OP**

- (a) Reception of OP on paper is made in the Client's presence. The signature on OP in the reception zone confirms only its reception, and does not stand for an acceptance.
- (b) Before executing an OP, BCR has the right: (i) to request the presentation of documents allowing the verification of the payment purpose; and (ii) to verify the Ordering person's identity.
- (c) BCR will consider accepted an inter-banking OP by debiting the Account mentioned by the Ordering person in OP or when the OP is previously accepted and found in the Account Statement of the correspondent credit institution. BCR will regard as executed an intra-banking Op, respectively an IDD when the Account mentioned in OP is debited.

#### **82.1.2. Operations with OP in RON**

- (a) The Ordering person will present OP to BCR on the forms set up or agreed by BCR, correctly and completely filled in, including the mandatory and additional elements required, as stipulated in the relevant forms.
- (b) BCR executes OP in RON at the Reception Moment of OP, or the latest, in the next Working Day, depending on the internal COT set up by BCR for each type of operation.

#### **82.1.3. Operations with OP in foreign currency**

- (a) BCR will display in a visible pace the reception terms set up for OP in foreign currency and will regard as accepted such an OP when the Account mentioned in the Payment Instruction is debited;
- (b) BCR can freely set up the execution route of the Client's Instruction, including the selection of correspondent banks;
- (c) The Client will use the forms made available by BCR, respectively: (i) Declaration of Foreign Payment and/or (ii) other specific forms according to the applicable legislation;
- (d) For EU equivalent of other currencies required to fill in the forms, NBR Reference Exchange rate will be used, valid for the last Working Day before the date of payment ordering, respectively of Account crediting;
- (e) If COT for OP forms deposit is observed, the payments ordered on paper in "normal" regime will be executed on the currency date of the immediately following Working Day or at 2(two) Working Days (spot) since the Receipt Moment, while the payments in "emergency" regime, will be executed on the currency date of their reception date by BCR, depending on the specific COT and the currency;
- (f) Ops related to payments to E Member States will include IBAN code. For the countries which have not adhered to IBAN, a BBAN number will be provided (basic bank account number) as well as the BIC of Beneficiary's credit institution if existing, while on a contrary case, the full name and address of the Beneficiary's credit institution, possibly accompanied by the clearing code or by another identification element;
- (g) BCR credits the Client's Account (as Beneficiary) on the currency date with which BCR account was credited by the corresponding credit institution,
- (h) The funds will be debited from the Client's Account (as payer) on the reception date, on condition of complying with COT and the applicable legislation;
- (i) For collections, the Client is bound to supply the Ordering person BCR Bic, as well as IBAN code related to the Account where he wants the funds to be transferred;
- (j) BCR will process OP in foreign currency with OUR and SHA fee. The processing of the forms in circuit or of the Instructions electronically sent with BEN commissioning option will be performed by transforming it in SHA by BCR.

#### 82.1.4. **Common aspects of operations with OP in RON and foreign currency**

- (a) In case of inter-banking collections, the currency of Account crediting will implicitly be the currency in the payment message received by BCR; if this is not matching the currency of IBAN code mentioned in the message, BCR will perform the currency exchange, within the limits set up in the relevant Convention and will credit the amount according to IBAN code in the payment message. The operation will be accompanied by the automatic generation of a currency exchange at BCR Reference Exchange Rate;
- (b) In case of an OP received in Banking Units, the intra/ inter-banking payment transactions in RON or foreign currencies for Clients are possible from/ to an account denominated in another currency than the transaction currency at BCR Reference Exchange Rate. COT set up by BCR for such transactions with OP performed in the Banking Units is 13.00 hours;
- (c) In case of an OP in foreign currency from/ to an account denominated in another currency than the transaction currency and for which the credit transfer operation is not finalized by the acceptance of the respective OP by the addressee institution and/ or for which that institution sent a refuse communication, if the Client does not hold an Account in the currency from the payment message received by BCR, the Account crediting is done at BCR Reference Exchange Rate.

#### 82.2. **Operations with cash**

82.2.1. Cash withdrawals have to be planned by at least 2 (two) days before the withdrawal, unless otherwise provided in the relevant Convention.

82.2.2. The obligation of previous planning is not applied in case of cash withdrawals resulted from credits granting made available to the borrower, owner of the Current Bank Account from which the drawing is performed.

82.2.3. The planning is valid until the end of the respective Working Day. For withdrawals planned and not drawn, BCR charges costs, according to the Convention.

82.2.4. In case of cash release to the Client in foreign currency, BCR releases the effective currency fractions in RON equivalent if they are not available in the effective currency, at NBR Reference Exchange Rate valid on the payment day.

#### 82.3. **Operations with Debit Payment Instruments (ID)**

82.3.1. BCR receives Debit Payment Instruments (Cheque, bill of exchange, promissory note) in view of remittance for collection and, by the case, of acceptance and settlement. BCR does not accept for processing ID which does not meet the legal validity conditions.

- 82.3.2. The Client is fully liable for the correct filling in of ID and of their related documents (lists, justifying documents, etc), for the compliance with legal conditions, as well as for the consequences of the failure to settle an ID due to wrongly written data or the lack of cash available.
- 82.3.3. The Client has to present the ID (and the related documents) for collection considering the banking terms and circuits, making sure he is not exposed to the loss of recourse right and being fully liable in case of their exceeding.
- 82.3.4. For the issued IDs, the Client has to assure the cash available in the Account since the issuance date for cheques and on the due date for promissory notes and bills of exchange.
- 82.3.5. In case of payment incidents, BCR will declare the payment incidents to the Payment Incidents Register.
- 82.3.6. BCR will accept, in view of changing its own records on ID sheets, the Client's requests regarding the declaration of the lost/ stolen/ destroyed debit instrument sheet only based on the final court decision which decides in that sense.
- 82.3.7. BCR will not release barred cheques to the Client registered with major payment incidents in the Payment Incidents Register.
- 82.3.8. In the absence of other Instructions, BCR can present for acceptance and/ or payment the bills of exchange and promissory notes placed as guarantee and reaching maturity and can protest them for payment default.
- 82.3.9. In the absence of other Instructions, BCR can, on its latitude, to send an ID according to Art. 30.5 without taking any liability for the handling, remittance or loss of the ID after its dispatch.

#### 82.4. Direct Debit operations

- 82.4.1. As regards MDD, the Client has the following obligations:
- to assure in the Current Bank Account the required amount for the full payment (including the related fees) by at least two banking days before the payment deadline set up according to the Client's agreement with the Beneficiary. No partial payment of an IDD is performed;
  - to assure the accuracy of information regarding the Current Bank Account and the communication of any changes to the Beneficiary;
  - to send the Beneficiary a copy of MDD or a Notification in this sense (including of change/ revocation) if the Beneficiary opened his account with a Collecting Institution, other than the Paying Institution. The Client empowers BCR to notify the Beneficiary regarding the MDD conclusion and terms (including as regards MDD change/ revocation), if the Paying Institution is identical to the Collecting Institution.
- 82.4.2. MDD revocation/ change can be achieved based on the following rules:
- by issuing another MDD;
  - based on a revocation/ change order sent to BCR, which process effect since the next Working Day of its receipt by BCR; the Client is obliged to make the due payments to the Beneficiary within the time interval between the MDD revocation date and the date of the replacing MDD coming into force;
  - any revocation/ change does not impair any right or obligations resulting in relation of an IDD sent to the automatic clearing house before the moment the revocation/ change starts producing effects;
  - any revocation/ change request is processed only at the Banking Units premise.
- 82.4.3. The Client will acknowledge the executed IDD since the moment of their registration in the Account Statement.
- 82.4.4. The Client gives his consent that BCR sends to the Beneficiary or to the Collecting Institution any personal information which might be included in MDD.
- 82.4.5. MDD has an unlimited validity period, ceasing only if the Client revokes it based on a revocation order sent by one (1) Working Day before the cease date, or immediately, if the Direct Debit Agreement between BCR and the Beneficiary is terminated by the Client's notification, without the application of Art. 2.015 of the Civil Code.
- 82.4.6. MDD is exclusively applied to the payment modality and has no implication over the underlying contracts signed between the Payment and the Beneficiary.
- 82.4.7. If inter-banking settlement is not performed at the above mentioned term due to BCR guilt, as a Paying Institution, it: (a) has the obligation to return the Payer the amount debited from his Account related to IDD; or (b) has to pay the Payer a delay interest calculated for the period between the Account debiting date and the return date of the amount related to the unexecuted IDD.
- 82.4.8. BCR, as a Paying Institution will accept the reimbursement claims of a Client whose Current Bank Account was wrongly debited by the amount related to an IDD, and in any of the following cases: (a) lack of MDD; (b) IDD was not executed by BCR according to MDD or to IDD received from the Collecting Institution; (c) MDD was revoked by an authenticated revocation order; or (d) in the case provided by Art. 81.1.



- 82.4.9. BCR will have the right to ask the Client details about all the concrete elements related to the conditions mentioned in this article.
- 82.4.10. BCR can refuse, on a justified base, to reimburse such amounts within 10 (ten) Working Days since the receipt of the Client's request, the latter having the right to contest this refuse in the conditions provided by this CSB.
- 82.4.11. The Client will not be entitled to any reimbursement according to the above if he expressed his Consent directly to BCR and, if the case, the information regarding the future payment operations were sent or made available to the Client in the agreed form by at least 4(four) weeks before the due date by BCR or by the Beneficiary.
- 82.4.12. In cases provided by Art. 82.4.8 letter (b) – (d) above, the Client can send a reimbursement claim to BCR within maximum 8 weeks since the date he has found out or should have found out from the Account Statement that the disputed amount, stipulated in IDD, was debited from his Current Bank Account.
- 82.4.13. If the Client makes a reimbursement claim after the 8 (eight) weeks, it will be solved by the parties according to the legislation in force, without being submitted to the previously mentioned return provisions.
- 82.4.14. In case of IDD in intra-banking system, BCR as Paying Institution will return the related amount in maximum 10 Working Days since the claim raising, according to Art. 82.4.8.
- 82.4.15. The conditions specified in Art. 73-81 are also applied to the Payment Operations by Direct Debit.

## **82.5. Operations by Standing Order**

- 82.5.1. BCR will accomplish the Client's mandate according to the planning by Convention and the legal provisions, within the limit of the cash available secured by the Client.
- 82.5.2. The Client authorizes BCR to execute from his Current Bank Account Payment Orders corresponding to each planned payment on term, in the conditions set up in the relevant Convention, in the Beneficiary's favour.
- 82.5.3. The Client has the full and exclusive obligation to assure the required cash available for the payments performance.
- 82.5.4. BCR will execute the Payment Orders only on the dates and at the amounts agreed with the Client, without being conditions in the mandate execution or by the receipt of another consent than that the Client gave by signing the relevant Convention.
- 82.5.5. BCR will execute the Payment Orders planned with the Client within the limit of the cash available in his Current Bank Account.
- 82.5.6. The Client undertakes to make available to BCR all the information regarding the transaction between him and the Beneficiary which are to be executed by Standing Orders.
- 82.5.7. BCR does not assume any obligation or liability if, due to other causes than those derived from its activity, the amounts settled from the Client's Current Bank Account did not enter in time into the Beneficiary's account.
- 82.5.8. BCR will immediately and fully replenish the Client's funds wrongly taken for the execution of the Payment Orders by Standing Order, if the error is due to BCR.
- 82.5.9. BCR mandate to make payments by Standing Order can be done only by major physical persons, owners of Current Accounts opened with Banking Units or by Remote Banking Services, for the Users of this service. Granting/ change/ revocation of the Standing Order mandate by Remote Banking Services is done with the validly granted Client's Consent in the form agreed with BCR for Payment Orders according to the owned composition of Remote Banking Services.
- 82.5.10. The change of BCR mandate granted by the Client for payment through Standing Order is done by addendum to the Convention signed between BCR and the Client, by at least 10 (ten) Working days before coming into force for the Conventions concluded in the Banking Units or, by at least 24 hours before the change application, is concluded by Remote Banking Services.
- 82.5.11. Revocation of BCR mandate granted by the Client for payment through Standing Order is done by Notification, sent at least 10 (ten) Working days before its execution, or, by at least 24 hours before its execution through Remote Banking Services.
- 82.5.12. The Proxies have the right to request, in the Client's name, the initiation, modification or revocation of a mandate related to the payments by Standing Order.
- 82.5.13. The conditions specified in Art. 73-81 above are also applied to the Payment Operations by Standing Order.



## XIV. OPERATIONS WITH CARDS AND PORTABLE ACCESSORIES

### 83. OPERATIONS WHICH MAY BE PERFORMED WITH CARD AND PORTABLE ACCESSORIES

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

83.1.1. Banking Transactions: (a) for goods or services payment; (b) of cash withdrawal from BCR desks (by POS/ Imprinter) and ATM; (c) on Internet (with BCR recommendation to exclusively use the sites enrolled in 3D-Secure with the logos "Verified by Visa" or "Master Card Securecode"); (d) using Contactless Technology; Portable Accessories: Bank transactions: (a) of purchasing goods or services through POS/ATM with Contactless Technology and (b) of withdrawing cash from the POS/ATM with Contactless Technology.

83.1.2. Other operations performed through BCR ATM, namely: payment of utility bills, transfer of funds, repayment of Loan installments, recharge of mobile phone cards or RATB transport cards for ATM with Contactless Technology, PIN change, Account balance inquiry, providing the list of the last 10 transactions for your Current Account with Debit Card. If the Client benefits from the "BCR Zâmbet" debit card in RON, the following provisions apply: The card is issued by BCR with an "electronic wallet" application, in partnership with the Autonomous Transport Authority of Bucharest ("RATB"), and incorporates the banking application with Contact Technology and Contactless Technology, as well as the transport application. Through the "BCR Zâmbet" debit card in RON, the Client can pay your trips by public transportation in Bucharest by accessing the transport application related to the "BCR Zâmbet" Card. In order to charge other types of transport titles (e.g. subscription) to the transport application incorporated in the BCR Zâmbet Card, the Client has to report to a RATB card recharge point. The customer is able to activate, deactivate or modify the automatic recharge, including the related amounts, of the "Electronic Wallet" transport title in the banking application by accessing the [www.online.ratb.ro](https://online.ratb.ro) website. Recharging the "Electronic Wallet" or subscription type transport application can be done on the Internet at <https://online.ratb.ro/> and at the POSs installed at the RATB card issuing and recharging centers. The Client may not request the recharge of a subscription type title that has not previously been charged on the transport application at a RATB card issuing and recharging center. The Client can view the balance of the embedded transport account in the BCR Zâmbet Card through the channels provided by RATB. If the Client initiates the closing of BCR Zâmbet Card through the channels provided by RATB. If the Client initiates the closing of the BCR Zâmbet Debit Card or the Current Bank Account becomes inactive, the amounts transferred in the transport application and unused will not be refunded to the Client. To view the balance, tariffs and other information related to the transport application incorporated in the BCR Zâmbet Card, all provisions communicated by RATB are applicable in the following media: (i) web addresses: [www.ratb.ro](http://www.ratb.ro), [www.card.ratb.ro](http://www.card.ratb.ro) and [www.online.ratb.ro](http://www.online.ratb.ro); (ii) RATB – Commercial Call Center Department from 164-168 Calea Serban-Voda, District 4, Monday to Friday, between 06:00 and 21:00; Saturday: 06:00-20:00; (iii) by phone at 021/ 311.13.98 and 021/ 336.56.50/ int. 117, 120, 121, 122; and (iv) by e-mail at the address: [info@ratb.ro](mailto:info@ratb.ro). Amounts transferred in the transport application related to BCR Zâmbet Card will be refunded by BCR if the Banking Services package (including by closing a mandatory component) is discontinued;

Portable AAccessories: Other operations performed through the BCR ATMs with Contactless Technology, namely: payments of invoices with the utility suppliers, transfer of funds from any current account with attached Portable Accessories, into a current account in RON, recharge of mobile phone cards or the RATB transport cards for ATMs with Contactless Technology, balance inquiry, provision of the list with the last 10 transactions corresponding to the current account with attached Portable Accessories.

83.1.3. The Cards and the Portable AAccessories can be used both in Romania, and abroad, in the places (merchant, ATM, Banking Unit, etc) marked by the Card/ Portable Accessory logo, respectively: MasterCard/ Maestro/ Visa Electron/ Visa.

83.1.4. For newly issued Cards or Portable Accessories, activation of Contactless Technology takes place after a successful transaction has been made by entering the PIN code related to the Card or Portable Accessory at any ATM terminal or accepting POS. The Portable Accessories can also be enabled through the technical support ensured through BCR Contact Center, following the identification of the Client. The Cards equipped with Contactless Technology can be used as follows: (a) with merchants accepting the logo and which have Contactless Technology POS installed; (b) Contactless Paywave transaction for Visa Electron, MasterCard, Maestro smaller or equal to RON 100 will be performed without PIN code and/ or signing the receipt, which is released optionally, according to POS setting. The Portable Accessories can be used as follows: (A) at accepting merchants regarding the logo that have POS with Contactless Technology installed; (B) a contactless transaction less or equal to 100 lei shall be made without entering the PIN code and signing the receipt that is optionally issued, according to the settings of the POS; (C) a contactless transaction of more than 100 RON shall be performed with the PIN code and / or by signing the receipt of the POS.

#### **84. FEATURES AND THE USE OF THE CARD AND OF PORTABLE ACCESSORIES**

- 84.1. The Card and the Portable Accessory have a validity period printed on its surface, with the possibility of automatic extension in case there is no written request of the Holder to give up the Card or the Portable Accessory by at least 35 (thirty five) days before expiry. The Holder has the right to refuse the newly issued Card or the Portable Accessory.
- 84.2. The Card and the Portable Accessory are BCR property and has to be immediately returned upon its request, according to the provisions of Conventions in case there are fraud suspicions and/ or fraudulent Banking Transactions were performed, in case the Account with attached Card or the Portable Accessory is closed (at the moment of making the Account closing request), as well as in other cases specifically provided in this chapter.
- 84.3. The Card and the Portable Accessory are not transmissible and can be used only by the Holder/ User on whose name it was issued.
- 84.4. The PIN is personal and not transmissible, belonging to the Holder/ User on whose name it was issued. The PIN is automatically generated by the cards system in security conditions. If PIN is wrongly introduced three consecutive times, the Card will be automatically blocked.
- 84.5. When making an operation at ATM, the Holder/ User has to take out the Card within the allocated time at the terminal (ATM) to avoid the Card retaining.
- 84.6. Due to security reasons, BCR issued the credit/debit Card and the Portable Accessory in an inactive state. To be used, it has to be activated. If the Cardholder has opted to include both the Cardholder and the User in the Banking Package of the debit cards, BCR will issue only the type of Card mentioned in the Convention on their expiry date. If the Cardholder requests replacement of the Card type or issuance of a new Card, the Debit Card held by the Cardholder at the time of the request will be inactivated or blocked, as the case may be, (i) at the date of the first transaction with the new type of Card requested, respectively (ii) at the time of requesting to block the Card held, in the case of stolen or lost cards.

#### **85. PERFORMANCE OF OPERATIONS BY CARD AND PORTABLE ACCESSORIES**

- 85.1. Payment Operations by Card or Portable Accessories can be performed only within the limit of the cash available in the Holder's Account and/ or from the cash made available by BCR to the Holder within the limit of a previously established ceiling.
- 85.2. The clauses of chapter XII and XIII are also applicable to the Payment Services supplied by the Client by Card and Portable Accessories.
- 85.3. The authorization of operations made by Card or Portable Accessories by the acceptor or processor is performed in real time, the counter value of the Banking Transaction being blocked in the Account at the moment of its performance. The blocked amount at the authorization moment of the Banking Transaction made by Card in foreign acceptance network takes maximum 30 (thirty) days for settlement.
- 85.4. Off-line Transactions can also be performed by Card (including by Contactless Technology), with limited amounts without getting BCR direct electronic authorization and, respectively by sending the transaction directly to settlement without the previous blockage of the traded amounts.
- 85.5. In cases provided by Art. 85.1 and 85.3, the effective debiting of the amount in the debit Card Account or with Portable Accessories is performed as follows:
  - 85.5.1. Banking Transactions performed on Romania's territory (in RON): (a) the accounts in RON will be debited from the Account by the value in RON of the performed operations; (b) the accounts in foreign currency will be debited from the Account in its currency, as follows: (i) if the Banking Transaction is performed at BCR POS/ ATM, the trading rate is NBR Reference Exchange Rate on the date the transaction is settle with BCR plus the currency exchange fee; while (ii) if the Banking Transaction is performed at the POS/ATM of other banking institutions in Romania, the trading rate is that provided in Art. 85.5.2.
  - 85.5.2. The international transactions are registered in the Account in the currency of the respective Account: (a) for cards or Portable Accessories issued under Visa/ Visa Electron logo, if the original transaction currency is different from the Account currency, Visa will exchange the transaction value in the Account currency at Visa Reference Exchange Rate of the Working Day before the transaction settlement with BCR, plus the foreign currency exchange fee; and (b) for cards or Portable Accessories issued under MasterCard/ Maestro logo if the original transaction currency is different from the settlement currency with MasterCard (EUR and/ or USD), the value of cleared and settled transactions by MasterCard and the related fees will be exchanged into the Account currency at NBR Reference Exchange Rate of the transaction processing day, plus the foreign currency exchange fee. If the original transaction currency is different from settlement currency with MasterCard (EUR and/ or USD), by the case, MasterCard will exchange the original transaction value into the settlement currency at Mastercard Reference Exchange Rate.

85.5.3. For Banking Transactions where the Card is not present (internet, telephone, etc.) the merchant can ask the Holder/ User to supply certain codes (for instance, CVV2/ CVC2 of the 3D-Secure password).

## **86. VALUE OF BANKING TRANSACTIONS WHICH CAN BE PERFORMED BY CARD OR PORTABLE ACCESSORIES**

86.1. The maximum amount which may be withdrawn daily in cash and the maximum number of transactions per day/Card/PPortable AAccessories, nationally or abroad are established through relevant conventions. For the debit card and for the Portable Accessories, this amount may be amended through written request, at the office of any bank subsidiary or through BCR Contact Center. The threshold up to which the maximum amount may be amended which may be withdrawn daily in cash is established according to clause 86.2.

86.2. BCR reserves the right to change/ limit the maximum number of periodic operations (day, week, month) by Card and the maximum amount which can be used/ withdrawn (including in view of limiting the fraud), changes which will be communicated to the holder, according to relevant Conventions, legal regulations and by display in the Banking Units.

## **87. OPERATION OF THE ACCOUNT WITH CARD OR WITH ATTACHED PORTABLE ACCESSORY**

87.1. Each Banking Transaction performed by Card or a PPortable AAccessory will automatically debit the Account the Card or the PPortable AAccessory is attached to. If accidentally the balance of a Card Account or PPortable AAccessory becomes debtor, BCR will notify the Holder the debit cause and the latter will be obliged to cover it, the soonest possible.

87.2. BCR will assure the Holder/ User the authorization of the Bank Transactions 24 hour of 24, 7 days a week, within the limit of the cash available in the attached Account.

87.3. BCR is authorized by the Client to automatically debit the Card or the PPortable AAccessory attached Account by the amounts representing: (i) the counter value of the Banking Transactions validly performed; (ii) the counter value of taxes and fees due to BCR, including the unjustified contestation of a Banking Transaction; (iii) the counter value of the Banking Transactions performed by Card or PPortable AAccessory, until the moment BCR is notified about the Card or PPortable AAccessory loss or theft and of the fraudulent use of PIN/ signature/ CVV2/ CVC2 or 3D-Secure password.

87.4. At the moment the Holder requests the closing of the Account with attached Card, the Card and the PPortable AAccessories should be returned to BCR.

87.5. BCR can block the access of the Holder/ User at a certain amount in the Account, specifically stipulated in the relevant Convention. In the case, that amount becomes accessible to the Holder/ User within 35 Working Days since the Card/ PPortable AAccessory return to BCR.

87.6. When the Account becomes inactive and the Holder does not activate it, BCR can close the Account and its attached Card or the validity of the PPortable AAccessory attached to such.

87.7. After the Client, or by the case, the User performs a Banking Transaction with BCR ATMs or POS, BCR will provide a receipt including the following information; reference for identification, the value (paid/ withdrawn amount), accepting merchant or ATM, as well as the date of the Banking Transaction.

## **88. TECHNICAL SUPPORT FOR THE USE OF CARDS AND PORTABLE ACCESSORIES**

88.1. In view of securing the technical support as regards the Card or PPortable AAccessory loss or theft, BCR makes available to the Holder/ User the technical support through BCR Contact Center at the phone number stipulated in CSB and additionally on the phone numbers +40 21 311.10.01 or +40 21 311.02.16, available non-stop.

88.2. Additional contact data for communication with BCR can be found on Internet Page.

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

89.1. The Holder has the right to request: (i) the issuance of a new Card or PPortable AAccessory, in writing, in case of Card or Portable Accessory loss/ theft/ deterioration/ cancellation; (ii) generation of a new PIN; (iii) Card cancelling or cancellation of the validity of the Portable AAccessory, by a written request addressed to BCR. The user has the right to request the additional Card cancelling or cancellation of the validity of the PPortable AAccessory, without having the right to liquidate the Account.

89.2. The Holder (and by the case, the User) will have the following obligations:

89.2.1. to open an Account, to which a Card or PPortable AAccessory will be attached;

89.2.2. to confirm the receipt of the Card or PPortable AAccessory and PIN when released;

89.2.3. to sign the Card on its back at its receipt, which Signature is regarded as Signature Specimen authorized for operations made by Card;

89.2.4. to inform the User about the provisions of the relevant Convention and of this CSB;

- 89.2.5. to use the Card and the PPortable AAccessories according to the provisions of the relevant Convention, of CSB as well as of the provisions of applicable legislation and to take all reasonable measures to protect it against theft, loss or deterioration;
- 89.2.6. to make all diligence to enroll it in 3D-Secures, following the instructions on the Internet Page;
- 89.2.7. to take all required and sufficient measures to keep the secret of PIN, of CVV2/ CVC2 code and of 3D-Secure password and to protect their integrity by: (i) not disclosing, directly or indirectly the PIN, CVV2/ CVC2 code and 3D-Secure password, (ii) the obligation not to give the Card or PPortable AAccessories to others, (iii) the careful supervision of the Card and Portable Accessories during Banking Transactions, (iv) not disclosing PIN to other persons, including persons who are or introduce themselves as BCR employees, (v) destroying the PIN envelop received from BCR after memorizing it, (vi) not writing the PIN on the Card, (vii) the obligation not to type the PIN on internet sites, and (viii) not disclosing the PIN (voluntarily or involuntarily) during the Banking Transactions performed by using it;
- 89.2.8. when buying goods and services, or making cash withdrawal operations at banking desks equipped with POS, to sign the receipt with a signature on the Card back only after checking up the data written on them;
- 89.2.9. to keep the receipts of all Banking Transactions, as well as of other documents enclosed to the Banking Transactions performed in view of verifying the Account statement and of solving the possible contestations;
- 89.2.10. to announce BCR by phone, by Contact Center BCR, at the above mentioned telephone numbers (and immediately after also in writing) immediately he is aware of: (a) the loss, theft, destruction, forgery or blockage of the Card or of a Portable AAccessory;(b) registration of incorrect, unauthorized or fraudulent Banking Transactions (within 60 (sixty) calendar days since the transaction recording in the Account; (c) any error or deficiency resulted from the Account management; (d) suspicions of the chance to copy the Card/ PPortable AAccessory or knowledge of PIN/ CVV2/ CVC2 / 3D-Secure password by third persons; (e) occurrence of Card or PPortable AAccessory malfunctions;
- 89.2.11. to fully meet all his payment obligations to BCR based on the relevant Convention and of CSB on the terms and in the conditions provided for in the relevant Convention/ CSB/ Account statement/ Notifications sent by BCR;
- 89.2.12. to return the Card or Portable Accessories to BCR when he request the closing of the Account attached to the Card or PPortable Accessories;
- 89.2.13. to compensate BCR for any Costs, damages or losses resulting from the violation of the provisions stipulated in the relevant Convention or in CSB, or following the setting up of the Holder's/ User's financial liability for the Banking Transactions unjustifiably contested.
- 89.3. BCR will have the following rights:
- 89.3.1. to approve or refuse the request or issue a Card or Portable Accessory, according to internal regulations and the legal provisions in force;
- in case there are suspicions of fraud and/ or money laundering/ crime financing and/ or fraudulent Banking Transactions were performed, to take the following measures: (i) to refuse the authorization of a Banking Transaction by Card or Portable Accessory, (ii) to cancel or block the Card or Portable Accessory access to the Account, (iii) to refuse the issuance of a new Card or Portable Accessory or the Card or Portable Accessory replacement, without exonerating by that the Holder/ User of their financial liability for the already performed Banking Transactions by Card or Portable Accessory; and/ or (iv) to order the Card capture;
- 89.3.2. BCR will notify the Holder/ User about the Card or Portable Accessory blockage, if possible before the blockage, and the latest, right after its blockage, unless the supply of such information hinders the safety reasons objectively justified or is forbidden by other relevant legal provisions;
- 89.3.3. To act according to legal provisions for the recovery of the damages generated by the abusive or fraudulent use of the Card or Portable Accessory, which violate the relevant Convention, this CSB, as well as the applicable legal provisions;
- 89.3.4. to register the Card or Portable Accessory in the List of Cards banned on acceptance, if the Holder/ Used declared it stolen or lost. Such a blockage is definitive and irrevocable, the Card or the Portable Accessory being no longer used; and
- 89.3.5. to ask the Holder/User to present a copy of the payment receipt related to the purchase of goods and/or services, respectively of cash withdrawal, as well as any other documents regarded as necessary to solve the Holder/User complaints, and starting the moment the Holder/ User requests the debit Card or Portable Accessory cancellation, to keep the Account opened for a period of 30 (thirty) Working Days for the possible settlement of the Banking Transactions in progress



89.4. BCR will have the following obligations:

- 89.4.1. not to disclose the Holder/ User PIN to third persons;
- 89.4.2. to keep the adequate records for a determined period of time, according to legal provisions in the field, so that the Banking Transactions can be tracked and the errors can be rectified;
- 89.4.3. to assure the adequate and sufficient means to the Holder/ User to make the communications stipulated in the Convention. In this sense, the Holder/User can address: (a) in writing to any Banking Unit, his request being received and registered on the date and at the hour of its submission; and (b) to Contact Center BCR;
- 89.4.4. within 15 (fifteen) Working Days, to take all the required measures to remedy the possible prejudices caused to by BCR failure to meet its obligations. BCR will be obliged to credit the Holder's Account by the value of compensations within one Working Day since the moment it recognized the Holder's right to compensations/ since the decision upon this right by the competent courts;
- 89.4.5. to strictly execute the operations ordered by the Holder/ User;
- 89.4.6. to make available to the Holder, upon his specific request, the records on paper related to the Banking Transactions made by Card within 72 hours since the request receipt;
- 89.4.7. to block the Card or Portable Accessory immediately after receiving the phone/ notification of the Holder/ User announcing the loss/ theft/ fraudulent use/ destruction/ copying/ deficient operation/disclosure of PIN/ performance of a suspicious Banking Transaction;
- 89.5. In certain situations and under certain conditions, BCR makes available for Users or Cardholders travel insurance abroad. Information regarding their validity is made available to the Client on the BCR website, [www.bcr.ro](http://www.bcr.ro). The insurance conditions can be provided to the Client in writing, upon request, or can be consulted on the BCR website, [www.bcr.ro](http://www.bcr.ro). The customer has the obligation to check the information about the validity of the insurance before being in the situations that may lead to its use.

#### **90. CONTESTATION OF BANKING TRANSACTIONS PERFORMED BY DEBIT CARD OR PORTABLE ACCESSORIES**

- 90.1. BCR recognizes the right of the Holder/ User provided in Art. 78.4 - 78.5 and Art. 80.3.6 above under the reserve of the immediate refuse of the credit institution of acceptance due to the exceeding the term provided by international regulations.
- 90.2. Contestations regarding Banking Transactions are submitted in writing in any Banking Unit during the Working Timetable and after maximum 50 (fifty) calendar days, the Holder is informed about their solving status. The investigation results will be communicated to the Holder by a modality allowing BCR to make the dispatch proof, without being limited to: phone, simple or registered letter, electronic communication means, etc.
- 90.3. In case the contestation is solved in favor of the Holder, BCR will credit his Account by the counter value of the unauthorized Banking Transactions within one Working day and, if the case, will bring the Account back to its condition if the unauthorized Payment Operation had not been performed.

#### **91. PARTIES' LIABILITY REGARDING OPERATIONS BY CARDS OR PORTABLE ACCESSORIES**

- 91.1. The Holder (and, when applicable, the User) is liable for: (a) all operations/ Banking Transactions performed; (b) use and protection of Card/ Portable Accessory/PIN/ CVV2/ CVC2/ 3D-Secure password after receiving them, having the obligation to notify immediately the events specified in Art. 89.2.10 above.
- 91.2. In addition to the cases stipulated in Art. 80.2, BCR will also be liable for:
  - 91.2.1. the value of Banking Transactions initiated after the Holder/ User announced the cases provided in Art. 89.2.10 on condition the Holder/ User did not act in ill faith and/ or the dysfunctionality had not been intentionally caused;
  - 91.2.2. the lost value and inadequate execution of the Banking transactions, if the loss or inadequate execution is due to a Card or Portable Accessory dysfunctionality, on condition it is proved that the dysfunctionality was not intentionally caused by the Holder/ User;
  - 91.2.3. BCR is not accountable for:
    - 91.2.4. operations performance by the fraudulent/ abusive use of the Card/ Portable Accessory/ PIN/ CVV2/ CVC2/ 3D-Secure password, until the moment the Holder/ User notified BCR;
    - 91.2.5. prejudices caused to the Holder/ User by the interruption of BCR ATMs operation/ impossibility to use the Card or Portable Accessory which resulted in the non-execution/deficient execution of some Banking Transactions, unless the interruption was caused by (a) certain abnormal and unpredicted circumstances, beyond BCR control; (b) actions/ lack of action of a third services supplier whose consequences could not



be avoided despite the diligences made to this end; or (c) obligation of BCR or of another supplier of payment services to comply with imperative legal provisions;

91.2.6. losses resulted from the currency exchange in the country of origin of the credit institution which is executing the respective operation;

91.2.7. for the Card or Portable Accessory use by another person than the Holder/ User.

## **92. INVOICE PAYMENTS/ TRANSFERS IN BCR ACCOUNT BY MEANS OF BCR ATM**

92.1. The Holder can choose to pay his bills through BCR ATMs. The Holder can choose to make transfers in BCR Accounts through BCR ATMs only by using the debit Cards or Portable Accessories in RON.

92.2. The payment of bills issued by suppliers through BCR ATMs can be made by the Holder only if the suppliers are on the list made available to the Holder in the Banking Units and which BCR can periodically update.

92.3. Based on the data included in the form filled in by the Holder, the ATM screen will display the list of utilities/ services suppliers whose bills can be paid through BCR ATMs.

92.4. In case the contract ceases that BCR signed with one of the suppliers for which the Holder choose to pay the bills through BCR ATMs, the ATM screen will no longer display the name of that supplier and the bills payment to that supplier can no longer be made through BCR ATMs.

92.5. BCR will have the following obligations:

92.5.1. To transfer the amount the Holder paid by Card using the ATM into the Account of the utilities/ services supplier the latest the next Working Day after the Banking Transaction performance at ATM;

92.5.2. to make the transfer ordered by the Holder through the use of BCR ATMs from the Card Account or Portable Accessory attached to other Accounts he opened with BCR the latest the next Working Day after the Banking Transaction performance at ATM;

92.5.3. to provide the Holder all the technical facilities to perform in good conditions the operations making the object of the relevant Convention;

92.5.4. to announce the Holder by mass-media about the planned interruptions of ATMs operation within legal terms;

92.5.5. to automatically debit the Client's Account by the value of the foreign exchange fee due for each payment/ transfer.

92.6. The Holder will have the following obligations: (a) to pay the fees provided in the relevant Convention; (b) to show the banking employee a copy of the last bill issued by the utilities/ services supplier; (c) to check up the match between the counter value of the eligible bill and the amount written on the ATM released receipt, which he is bound to keep; (d) to make in a single operation the full payment of the current bill, or else he is accountable for the partial payments performed; (e) to pay the bill through BCR ATMs the latest on the last but one day of the payment deadline written on it, or else he is accountable for any payment delay; (f) to solve directly with the utilities/ services supplier any disputes related to incorrect or undue payments without involving BCR in such disputes.

92.7. BCR is not liable: (a) for the amounts wrongly paid by the Client to another Beneficiary or supplier by using ATMs; (b) for the possible delay penalties due by the Client to the Beneficiary or supplier or for other negative consequences due to the fact that, intentionally or by negligence, he did not pay within the stipulated term or made a partial payment or a larger one than the due one written on the bill.

## **XV. REMOTE BANKING SERVICES**

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

93.1. By Remote Banking Services the Clients can perform certain Banking Services without going personally to a Banking Unit.

93.2. The components of Remote Banking Services are: Remote Contacts Service, Internet Banking, Mobile Banking and Phone Banking Service and Alerts Service.

93.3. The Remote Banking Services can be accessed based on the Security elements received from BCR and allow, but are not limited to: (a) obtaining personalized information about the banking products and Services; (b) transfers in RON and foreign currency to other accounts (own or of third parties); (c) the contracting, modification and closure of Banking Services; (d) foreign exchange operations; or (e) the administration of certain personal data. The components of the Remote Banking Services and the ways of accessing them are not equivalent to one another, in the sense that a certain component or a particular access way may have different functionalities available compared to the others.

- 93.4. The Client will receive the initial Password and any change of the Password by written message (SMS) on his mobile phone according to the Convention. After identification by Password, the Banking Transactions performed by the Client will be authorized without any need to introduce other passwords. The password is valid for a determined period, on the expiry of which BCR will send the Client a new Password. The client can request the Password change by calling Contact Center BCR through Internet Banking application.
- 93.5. To access the Internet Banking, Mobile Banking and Phone Banking Service, the Client will unload and activate on the personal mobile phone the Application eToken BCR available on internet at the address communicated by BCR, by filling into the application the following personal data: Authorization code, Activation code (initially provided and at any change by SMS on the mobile phone mentioned in the Convention, having a determined validity, on the expiry of which the Client can request BCR to issue another code by means of Contact Center BCR) and eToken BCR Series, representing confidential numerical codes provided by BCR which will be used together to activate the Application eToken BCR, as well as to unblock the application in case the PIN was blocked. If at the time of opening these Banking Services the Client does not provide BCR with a mobile telephone number valid in Romania, the Banking Services operating in connection with it will be activated at a later date, when the Client concludes with BCR a Contractual Document for this purpose. BCR is not responsible for situations where the Client communicates an erroneous/ third party mobile telephone number and reserves the right to inactivate these services in these situations.
- 93.6. Token and eToken BCR are securitized by a customized PIN code by Client when contracting the Internet Banking, Mobile Banking and Phone Banking Service which can be customized by Client at any later moment. The use of Token or of Application eToken BCR is allowed only after inserting PIN code.
- 93.7. The series of the Client's Token and eToken allocated by BCR is the one stipulated in the form enclosed in the relevant Convention. During the Convention validity, the Token and eToken BCR remain in BCR property, the Client having only the use right over the Token and the eToken BCR. Due to justified reasons, BCR can decide to change the Token and the eToken BCR. The Client can request the change of the Token/ eToken BCR by paying the related fees according to the relevant Convention. For any such changes, the Client will sign an addendum to the Convention, specifying both the series of the returned Token device/ Application BCR eToken replaced, as well as of the received one.
- 93.8. The provisions of Chapter Remote Banking Services are completed according to Art. 96.

#### **94. REMOTE CONTRACTS SERVICE**

- 94.1. By Remote Contracts Service, the Client can conclude with BCR contracts for Banking Services supply or addenda to Conventions without having to go to a Banking Unit for the Banking Services BCR is offering in this way. By means of this Service, the Client can receive by phone information about (i) his Accounts with BCR (for instance: balance, operations history, financial details, etc.) and/ or with BCR partners; and (ii) the terms and conditions of signing a remote contract for the Banking Services offered in this way to the Client; and (iii) the Banking Services which can be remotely contracted.
- 94.2. The access to Remote Contracts Service is available non-stop through Contact Center BCR.
- 94.3. To benefit of the Remote Contracts Service, the Client has to answer correctly to the questions related to his identification data, Security elements and any other additional information.
- 94.4. Before concluding a remote contract having as object the supply of Banking Services, the Client will be informed at least about: description of the respective Banking Service characteristics, total price, payment performance, associated specific risks, if the case, any time limit, existence or absence of the right to unilateral denunciation, the term and way by which the right to unilateral denunciation can be exerted and the consequences derived from the failure to exert this right, period and the minimum period for which the remote contract is concluded, the right to terminate the contract.
- 94.5. The remote contract is regarded concluded at the mutually agreed moment between BCR and the Client.
- 94.6. Immediately after concluding a remote contract, BCR will communicate the Client the total terms and contractual conditions in writing, on paper, or in writing on another durable medium and accessible to the Client.
- 94.7. For the Convention period, the Client can request the communication of contractual conditions on paper and/ or can change the communication means used, except for the case in which the communication means the Client requests is incompatible with the Convention by the nature of the relevant service and/ or with the technical possibilities of BCR or of the Client.
- 94.8. The Client can denounce a remotely concluded contract within 14 (fourteen) calendar days without penalties and with no need to give a reason, except for the cases in which BCR has previously informed the Client that the respective contract has another denunciation term and/ or that for that type of contract the unilateral denunciation is not possible.

94.9. Depending on BCR's offer and the legal provisions in force, remote contracts may be concluded through other communication channels.

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

### **95.1. Operations which can be performed by Internet Banking, Mobile Banking and Phone banking Service**

95.1.1. By Internet Banking, Mobile Banking and Phone Banking Service, the Clients can conduct Banking Transactions from/ into their Accounts held with BCR, except for the urgent Payment Operations (set up according to the Standard Fees Tariff) and can get customized information about these Accounts according to the relevant Convention. At the same time, the Client can communicate BCR only the personal data for the change of which there is no need to present original documents, respectively for which BCR does not specifically request the Client's request/ written accord.

95.1.2. BCR can introduce new Banking Services and functionalities to be performed through Internet Banking, Mobile Banking and Phone Banking Service and which can be gradually provided to the Clients, starting the date BCR will communicate their activation.

95.1.3. The Services to be made available to the Client will be set up by the relevant Convention.

95.1.4. All the Client's Accounts will be automatically activated for the use of this Service on the date of its contracting, or on the date of opening the Accounts for all the Accounts opened after contracting this Service.

95.1.5. Deactivation of the Accounts activated according to the above can be made by the Client at any moment, either through Internet Banking and Phone Banking Service, or by a written request submitted in any Banking Unit.

95.1.6. The Accounts reactivation can be made by the Client at any moment, by a written request submitted in any Banking Unit.

### **95.2. Components of Internet Banking, Mobile Banking and Phone Banking Service**

#### **95.2.1. Phone Banking**

- (a) It allows the Client to perform Banking Transactions and to get customized information about the Accounts activated for this component by calling the Contact Center BCR, non-stop.
- (b) Banking Transactions can be performed by talking over the phone with an adviser through Contact Center BCR Specialist, at the Client's express request and only during the phone call.

#### **95.2.2. Internet Banking**

- (a) Allows the Client to perform Bank Transactions and obtain personalized information about its Accounts, through a secure Internet connection.
- (b) The Internet Banking Component/ Service can be accessed non-stop a computer or other mobile devices type tablet, or by installing one of the dedicated applications made available by BCR for mobile phone, following the information on the Internet Page or on other BCR site and the related instructions supplied by BCR.

#### **95.2.3. Mobile Banking**

- (a) It allows the Client to perform, through internet, Banking Transactions and to get customized information about the Accounts activated for this component, via a secure internet connection.
- (b) The Mobile Banking component may be accessed around the clock from the mobile phone of smartphone type/ mobile device of tablet type provided with an iOS and Android operating system having installed an application available made available by BCR, in the specific application stores (existing in the settings of the mobile phone/ mobile device of tablet type, for example) or by accessing a BCR website in the version optimised for mobile phones, according to the corresponding instructions supplied by BCR.

### **95.3. Operation of Internet Banking, Mobile Banking and Phone Banking Service**

95.3.1. Access to Internet Banking, Mobile Banking and Phone Banking is done by setting up rules for access to the functionalities offered according to their complexity. BCR provides Clients with access to these components through two identification options in accordance with the relevant Convention: (i) Client Identification based on User Name (or Alias) and Password and/ or (ii) Client Identification Based on User Name and BCR Token/ eToken (OTP Code). The Internet Banking Service with access based on User Name and Password allows: (i) obtaining personalized information about Active Accounts for this service; (ii) Intra-bank transfers in RON and foreign currency to Own Accounts, with current date or scheduled execution at a future date (with/without cyclicity) and intra/ interbank transfers to third parties only for payments to Beneficiaries pre-established by BCR; (iii) Direct Debit set-up and modification; (iv) creation, supply, liquidation of term deposits and savings accounts; (v) redemption of discount certificates; (vi) foreign exchange operations; (vii) debit card attachment to a Current Bank Account in foreign currency; (viii) the administration of certain personal data; (ix) opening of the Current Bank Account in foreign currency (one

Current Bank Account in each currency available); (x) activation of the Alert Service only if the Client already benefits from such an activated service in connection with an Current Bank Account; (xi) modifying the Alerts Service. Mobile Banking and Phone Banking allow you to perform certain operations listed above as allowed by applications available, such as communicated on the phone. The same operations are also allowed for the access based on User Name and BCR Token/eToken BCR for underage persons aged between 14 and 18 years. The Internet Banking service with access based on User Name and Token/eToken BCR (OTP code) for persons of age allows additionally to the ones above the following operations: (i) intra/ interbank transfers in RON and foreign currency for all types of Accounts; (ii) scheduled payments without cyclical; (iii) Standing Order payments; (iv) managing own trading limits. Mobile Banking and Phone Banking allow you to perform certain operations listed above as allowed by applications available, such as communicated on the phone. Activation of the BCR eToken is performed according to BCR's instructions. The initial activation code for the BCR eToken is valid for a 12-hour period. The activation code used to reactivate the BCR eToken on another device is valid 30 minutes from the time of transmission by BCR. The password is valid for a period of 90 calendar days from the date of the last change or initial allocation. The consent for the authorization of each Bank Transaction through the Internet Banking, Mobile Banking and Phone Banking Service is given according to art. 74.4. The data communicated by the Client after the Consent given under the above conditions will be considered by BCR to be correct. During the implementation of the relevant Convention, the Client may choose to switch from one type of access to another, change the mobile phone number on which he/ she receives the Password or the activation code for the BCR eToken, replace the BCR Token/ eToken or change the Password. These options may be exercised (i) in writing at any of the Banking Units or (ii) by telephone, by calling the BCR Contact Center, or (iii) by Internet Banking (only for certain functionality allowed by this application).

95.3.2. If during the phone talk between the Contact Center BCR Specialist and the Client or during the use of Internet Banking or Mobile Banking application the call/ session is interrupted before the operation confirmation/ approval, this will not be regarded as confirmed by both parties and therefore BCR will not process the Instructions. The Client can use Internet Banking, Mobile Banking and Phone Banking Service to reinitiate the desired operation and to finish it in optimal conditions.

95.3.3. Access to Remote Banking Services components (Phone Banking, Mobile Banking and Internet Banking) may be temporarily unavailable due to technical reasons, for maintenance works on the systems and improvement of the Banking Services, or due to other reasons independent of BCR will, including, but without being limited to the Act of God and Force Majeure. Any period of unavailability due to technical reasons for maintenance will be communicated to the Client by display at the premises of the Banking Units and/ or on the Internet Page and/ or through mass-media.

95.3.4. If one of the of the Remote Banking Services components of Internet Banking, Mobile Banking and Phone Banking Service is not available (due to the temporary interruption of the Service from BCR initiative, due to some technical problems generated by a third services supplier or due to other reasons independent of BCR will, including, but without being limited to the Act of God and Force Majeure, etc.) the Client will be able to use the other functional component of the Remote Banking Services. If all three components of the Remote Banking Services are unavailable, the Client can address to any Banking Unit.

95.3.5. BCR can communicate with the Client through the Internet Banking, Mobile Banking and Phone Banking Service by sending messages and Notifications.

#### 95.4. **Operations execution through Internet Banking, Mobile Banking and Phone Banking Service**

95.4.1. The Banking Transactions performed through the Internet Banking, Mobile Banking and Phone Banking Service cannot be revoked by the Client after expressing his Consent, unless the planned Payment Instructions with/ without periodicity, which can be changed by maximum 24 hours before the execution date.

95.4.2. Registration of Banking Transactions will be done according to the following COT hours:

- (a) opening/ feeding/ closing deposits and opening/ closing Maxicont – 20:00 hours;
- (b) repurchase of discounted deposit certificates – available from Monday to Saturday between 00:00-20:00 hours. The operation is registered with the date of the calendar day it was ordered;
- (c) repayment through Internet Banking, Mobile Banking and Phone Banking Service of Credit installments due to BCR will be initiated by the Client by at least one calendar day before the installment due date.

95.4.3. Processing the Instructions received by electronic communication means within the Working Timetable is done according to Art. 82.1.2 and 82.1.3 of CSB, except for the urgent Payment Orders (set up according to the Standard Fees Tariff) which cannot be performed through this service.

95.4.4. The Payment Instructions will be processed and debited in the Current Bank Account on the day of their receipt in case the Client sent the Payment Instructions during the Working Timetable and according to COT hours.



- 95.4.5. The Payment Instructions sent by the Client beyond the Working Timetable will be processed and debited from the Current Bank Account on the working Day the Client sent them, only within the limit of BCR available resources.
- 95.4.6. If the Client does not receive the confirmation of the Banking Transaction performance by display on Internet Banking, Mobile Banking or by phone confirmation, he can check up its performance by the further re-access of the Internet Banking, Mobile Banking and Phone Banking Service or by asking for an Account Statement on paper in any Banking Unit.
- 95.4.7. The planned Payment Instructions with/ without periodicity will be automatically executed by BCR. The client has to make sure that he has enough cash available in the Account on the date the initiated Payment Instruction is planned to allow the execution of the Banking Transaction.
- 95.4.8. The planned Payment Instructions with/ without periodicity initiated in the Banking Units cannot be cancelled through the Remote Banking Services (Internet Banking, Mobile Banking and Phone Banking Service).

**95.5. Value of Banking Transactions that can be conducted through Internet Banking, Mobile Banking and Phone Banking Service**

- 95.5.1. The maximum value of Banking Transactions will be established by the relevant Convention.
- 95.5.2. At the transfer moment, the Client can choose the fees variants SHA or OUR.
- 95.5.3. All the fees related to the payments are charged separately from the transferred amount.

**95.6. Parties' rights and obligations**

- 95.6.1. The Client can request the blockage of his access to the Remote Banking Services (Internet Banking, Mobile Banking and Phone Banking).
- 95.6.2. The Client will have the following obligations: (a) to perform operations only within the limit of the available balance of the activated Accounts; (b) to change the PIN for Token/ eToken and/ or the Password in case there are suspicions they are known by unauthorized persons; (c) to present justifying documents related to the requested operations within 30 Working Days since BCR request; (d) to come to a Banking Unit to take the new Token required to unblock the Internet Banking, Mobile Banking and Phone Banking Service if it was blocked for the reasons mentioned in Art. 95.6.3 letter (b) below; (e) to announce BCR by phone about any error or irregularity occurred related to Internet Banking, Mobile Banking and Phone Banking Service; (f) not to disclose, alienate to unauthorized persons and/ or not to register the User Name, Password, PIN, unique codes generated by Token/ eToken, the confidential aspects related to the Secret Question and Answer, as well as any Security Element in a form which can be recognized.

**95.6.3. BCR will have the following rights:**

- (a) to suspend or close the Internet Banking, Mobile Banking and Phone Banking Service after the end of a three months period during which BCR cannot charge the fees related to this Service. The reactivation of the suspended Service will be done upon the Client's request, after the payment of the related overdue fees. In case of Service closing, a new Convention should be signed to resume the access;
- (b) to block on its own initiative the Client's access to the Internet Banking, Mobile Banking and Phone Banking Service based on objectively justified reasons related to the access security to the Service, a suspicion of unauthorized or fraudulent use or a significantly increased risk for the Client to become in incapacity of meeting his payment obligations.

**95.6.4. BCR will have the following obligations:**

- (a) not to disclose the Security Elements to unauthorized persons, except for certain cases provided by the law;
- (b) to block the access to the Internet Banking, Mobile Banking and Phone Banking Service immediately after receiving the phone call at Contact Center BCR regarding the loss/ theft/ unjustified use/ any other unauthorized use of the Security elements;
- (c) to prove that a Banking Transaction was authenticated, correctly registered and recorded in the Accounts and was not affected by any technical defect or by other deficiencies in case the Client claims the lack of authorization or the incorrect execution of a Banking Transaction;
- (d) to fully transfer to the Beneficiary the total amount of each Bank Transaction;
- (e) to provide the Client the information related to the payments conducted through Internet Banking and Mobile Banking applications immediately after each Banking Transaction executed so that the Client can store and reproduce identical information.

**95.7. Parties' liability related to Internet Banking, Mobile Banking and Phone Banking Service**

- 95.7.1. In addition to Art. 80.1, the Client is responsible for the use and protection of the Security Elements. The Client will notify BCR immediately he finds out about: (a) the loss, theft, destruction, unjustified use of the



Security elements, other unauthorized use of possibility of use or about their dysfunctions; (b) any error or irregularity occurred related to BCR management of the Account.

95.7.2. In addition to Art. 80.3, BCR is responsible : (a) the value of the Banking Transactions initiated after the moment the Client announced the loss/ theft/ destruction/ blockage/ compromise/ wrong operation of BCR Token/ eToken or of the possibility it has a copy or that the PIN/ Password or other Security Elements are known by unauthorized persons, on condition the Client did not act in ill will and/ or the dysfunctionality was not caused on purpose; and (b) the lost value and the inadequate execution of the Banking Transactions if the loss or inadequate execution is due to a dysfunctionality of BCR Token/ eToken, on condition to prove that the dysfunctionality was not caused on purpose by the Client.

95.7.3. In addition to the cases provided in Art. 80.3, BCR is not liable in the following cases: (a) for the Banking Transactions validly performed by the Client and later contested by him; (b) for the consequences caused to the Client by the interruption of any of the components of Internet Banking, Mobile Banking and Phone Banking Service, which led to the failure to execute/ wrong execution of a Banking Transactions in case the respective interruption was caused by: (i) certain abnormal and unpredictable circumstances, beyond BCR control, (ii) the actions/ lack of action of a third payment services supplier and whose consequences could not have been avoided despite all diligences made by BCR to that end, (iii) obligation of BCR or of another payment services supplier to comply with certain imperative legal provisions, (iv) for the use of Internet Banking, Mobile Banking and Phone Banking Service by another person than the Client.

## **96. GENERAL PROVISIONS**

96.1. The provisions of Chapter XII and of Chapter XIII are also applied to the Payment Services supplied to the Client through Remote Banking Services/ 24 Banking BCR.

## **97. ALERTS SERVICE**

### **97.1. Operations which can be performed through Alerts Service**

97.1.1. Through Alerts Service, the Client can benefit of BCR sending SMS alerts or e-mail in real time on mobile phone type Smartphone by the available application installed regarding the Payment Operations from the Client's Current Bank Accounts for which the service was activated, as well as about the balance of the Accounts related to the credit Card, according to the relevant Convention.

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

97.2.1. Upon Client's choice, the Alerts Service allows to send SMS or e-mail alerts about the following: Current Account feeds and payments, payments to merchants and cash withdrawals made through the Debit Card and/ or Credit Card, as well as payments ordered from Current Accounts through Remote Banking Services (Internet Banking, Mobile Banking and Phone Banking). Refunds to the Credit Card Account are not included in this service.

### **97.3. Functioning of Alerts Service**

97.3.1. The Alerts Service addresses Clients, BCR Account holders (in RON or foreign currency), national mobile phone users, or e-mail owners, and is based on Client configurations through relevant Conventions. If the configurations have not been made through Relevant Conventions, the Alerts Service will only be available for Bank Transactions of at least 100 currency units, according to the currency of the Account on which this service was activated, except for Bank Transactions initiated through the Direct Debit and Standing Order services, for which alerts can be received irrespective of the amount of Bank Transactions operated.

97.3.2. BCR sends the alerts on the mobile phone number or e-mail address communicated by the Client.

97.3.3. The Alerts Service components can be individually attached to each Current Bank Account, respectively credit Card Account owned by the Client with BCR.

97.3.4. Alerts Service, available by SMS or e-mail, can be limited by the mobile phone network cover, respectively the cover of the internet supplier used by the Client. Thus, in case the Client is not within the covering areas or his phone is shut off, the reception of SMS message or e-mail will be affected, without BCR being considered responsible for such an event.

97.3.5. During the time the Alerts Service is active, the Client may modify (a) the transmission channel: SMS and/or e-mail; (b) the phone number; (c) the e-mail address; (d) the upper value for triggering the alerts; (e) the associated Current Bank Accounts. These options of modification, as well as the activation/ deactivation of the service, may be exercised (i) by written request in any of BCR Banking Units, (ii) by telephone, by calling the BCR Contact Center service, or (iii) by the remote banking services components (Internet Banking, Mobile Banking) only for the functionalities allowed by these applications.

97.3.6. In case of "Plus" component, the Client will receive the alerts in real time for the Payment Operations performed at the payments moment, except for the case of delays generated by the operation of mobile phone or internet services, including if generated by an Act of God or a Force Majeure case. For account

feeding, the Client will receive the alerts within the time interval pre-defined by BCR or agreed by the Client, according to relevant Conventions.

- 97.3.7. For Current Bank Accounts that will be later included in the Alerts Service, both through Remote Banking Services and Banking Units, the monthly commission for using this service is charged per Current Bank Account. The obligation to pay commissions related to the use of BCR Alerts service arises from the moment of its activation. The monthly commission for using the service is calculated and charged at the Anniversary Date of activation, proportionally with the period for which the service was active. Throughout the activation period, including when you do not receive SMS alerts as a result of non-performance of operations and/ or as a result of inactivation of the service at Client's request, for specified periods of time or upon inactivation of the mobile phone number, the commission for using the alert service will be charged in full. The monthly commission is due irrespective of the number of alerts sent by BCR, but up to a maximum of 25 SMS, including inactivity of the account(s) and/ or inactivation of the service.
- 97.3.8. In case of exceeding the limit of SMS, the Current Bank Account for which the limit has been exceeded will be debited with the commission mentioned in the applicable Convention.
- 97.3.9. For exceptional cases, upon the Client's specific request, BCR will no longer send the alerts included in the Alerts Service, in order to prevent the unauthorized access to information of banking secret nature, the Service remaining active and the Client having to pay the related fees.
- 97.3.10. The Alerts Service may be closed at the initiative of BCR if the Client fails to pay the monthly commission for using the service.

#### **97.4. Parties' liability related to Alerts Service**

- 97.4.1. The provisions of Art. 80 and Art. 95.7 are also applicable regarding the parties' liability for Alerts Service.
- 97.4.2. BCR is not liable for the consequences caused to the Client by the non execution/ inadequate execution of the Banking Transactions if: (i) the operator of mobile phone/ internet the Client is subscribed to is in impossibility to meet its obligations; (ii) the Client is not in the cover area or his phone is shut off at the transmission moment of the confirmation message of the performed Banking Transactions; (iii) the mobile phone is not working due to the Client's obligations to the suppliers of mobile phone/ internet services; (iv) due to the guilt of the mobile phone/ internet services supplier, the integrity of the data is lost although they were correctly and completely transmitted by BCR; (v) the mobile phone cannot receive the messages due to its settings or of some restrictions imposed by mobile phone/ internet services supplier; or (vi) mobile phone/ internet services supplier charges taxes or fees for the received messages.
- 97.4.3. BCR is accountable for the alerts content as long as they are within BCR IT system.
- 97.4.4. The Client is responsible for: (a) the protection of the integrity and confidentiality of information received from BCR through Alerts Service; (b) the change of phone number of e-mail address immediately after the occurrence of any event which might prevent the Client's access to alerts, in case of loss or theft of the mobile phone and/ or of SIM card, of unauthorized access to e-mail account, the change of phone number, closing the e-mail account, termination of the contract with mobile phone or internet supplier; (c) the request to deactivate the component(s) of Alerts Service in case of (i) loss or theft of mobile phone and/ or of SIM card, (ii) unauthorized access to e-mail account, (iii) the occurrence of any event which might prevent the Client's access to alerts, or (iv) in any other cases specifically requested by the Client, until their remedy; (d) the Client's request to reactivate the component(s); and (e) announcing BCR about the change of the data declared in the relevant Conventions.
- 97.4.5. In the absence of contrary Instructions, BCR will continue to send alerts on the mobile phone and to the e-mail address the Client supplied according to the relevant Convention.

## **XVI. SAVING PRODUCTS**

### **98. TYPES**

- 98.1. BCR saving products are deposits, saving accounts and deposit certificates.
- 98.2. For the operation of saving products a Current Bank Account in foreign currency has to be attached to the saving product.

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

- 99.1. To set up saving products, BCR will open an Account on the Client's name on the date the Client deposited at least the minimum opening amount for which BCR pays interests to the deposited amounts, according to the provisions of the respective Convention. The Payment Order authorized in the form agreed with BCR also contains the essential elements for the contracted Banking Service, including the amount and level of interest offered by BCR.

- 99.2. Setting up a saving product, its feeding or closing can be done by the Client in any Banking Unit within the Working Timetable, by transfer, including for the users of Internet Banking and Phone Banking Service.
- 99.3. If the minimum amount has not been set by the relevant Convention, it will be RON 500 and EUR/ USD 250. BCR is entitled to set a minimum amount of savings products, as well as the minimum period for which it is formed. The minimum amounts are presented in the BCR offer and displayed at the Banking Units in a visible place.

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

- 100.1. BCR assures the Client's information about the operations performed in the Accounts of saving products by the Account Statements offered for free once a month in the Banking Units.
- 100.2. The Account Statement is assumed to be approved unless it is contested within 5 (five) Working Days. The Account Statement approval does not exclude the Client's right to contest later its content for errors of registration or calculation, for omissions or double registration, in the applicable conditions to the Accounts set up in Clause 78.
- 100.3. The operations of cash deposit and release in/ from the Accounts of saving products are subject to the provisions of Chapter XII.
- 100.4. If the Client makes Payment Operations from the Current Bank Account attached to the saving product, these operations will be subject to the provisions of Chapter XIII.

#### **101. INTEREST PAYABLE**

- 101.1. For the deposits on term, BCR will pay the interest as follows:
- 101.1.1. for the deposits on term without capitalization, the interest is paid monthly, half-yearly or on the due date, on the same date as the date of setting up the deposit on term in the Current Bank Account mentioned by the Client, as specified in the relevant Convention;
- 101.1.2. for the deposits on term with capitalization, the interest is paid on the deposit due date in the same deposit on term, which is increased on the due date by the interest paid for the previous period.
- 101.2. The interest for the deposits on term is made of the interest related to the amount for the deposit setting up and the interests corresponding to each later feeding. The interest related to a later feeding is determined using the interest type related to the main deposit, as follows:
- 101.2.1. the interest for the level of the amount feeding the Account and corresponding to the term equal to the residual due date of the main deposit or immediately below it;
- 101.2.2. if the residual due date of the main deposit is smaller than one month for the currency of RON/ EUR/ USD, the interest is set up deducting 2 pp for RON, respectively 0.5 pp for the currencies EUR/ USD from the interest practiced for the tranche of the fed amount, related to a maturity of one month if the residual due date of the main deposit is smaller than 3 (three) months for the currencies GBP/ CHF, the interest is set up deducting 0.5 pp for GBP, respectively 0.1 pp for CHF from the interest related to the 3 months maturity, but not less than 0.
- 101.3. If the deposit on term is automatically extended, the interest paid is that practiced and displayed by BCR on the extension day.
- 101.4. If the amounts deposited before the expiry of the deposit on term are withdrawn, BCR will not pay the interest. The interest already paid to the Client (which, by withdrawing the amounts deposited before the expiry of the deposit on term becomes undue) will be recovered by BCR from the deposit on term or from the Current Bank Account, by the case.
- 101.5. For the saving accounts, BCR will pay the interest as follows:
- 101.5.1. monthly, for the Accounts in RON and quarterly, for the accounts in foreign currency, on the date corresponding to the closing date of the Account or on the Account liquidation date;
- 101.5.2. in case the balance of the saving Account becomes smaller than the minimum mandatory limit provided in the relevant Convention, the existing amounts in that Account are transferred into the Client's Current Bank Account and the interest paid will be that provided in the Convention related to the Current Bank Account.
- 101.6. For the saving plans, BCR will pay the interest in compliance with the provisions of Art. 101.1, 101.3 and Art. 101.4.

## **102. CEASE OF SAVING PRODUCTS**

102.1. The saving products cease in the following general cases:

102.1.1. when reaching the term they were set up for, unless the Client chose to automatically extend them, in which case BCR will automatically prolong them to the same term. The applicable interest rate will be the one available at the prolongation date;

102.1.2. when the balance drops below the minimum established value;

102.1.3. when an amount is withdrawn from the Account of the deposit on term or from a savings plan;

102.1.4. upon the Client's request or of his Proxy with unlimited rights, even before the term the deposit was set up for, in which case the Client will be held accountable to cover the prejudices BCR might suffer due to the anticipated cease of the deposit; or

102.1.5. in any other cases provided by the relevant Conventions signed between BCR and the Client.

102.2. At the maturity/ liquidation of a saving product, the Client can request the closing of the Account attached to the respective product. The Client agrees that BCR closes the Account attached to the saving product only based on a written request of the Client, to protect the Client's economic interests. The Account can be closed only if it is not attached to other Banking Services offered to the Client or if it is not seizure or made unavailable, according to the law, so that the Client meets some obligations assumed to third parties.

## **103. INHERITENCE OF DEPOSITED AMOUNTS AND VALUES**

103.1. The release of the amounts object of saving products to the Client's heirs is made based on the proof of their succession rights over such products.

## **104. BANK DEPOSIT GUARANTEE FUND**

104.1. BCR is participant in the Bank Deposit Guarantee Fund of Romania ("Fund"), mentioned on the list of credit institutions participating in the Fund, whose depositors benefit of the guarantee by compensations for the deposits set up with those institutions, within the limit of the periodically established ceiling by the Fund. On the date of signing the present Contractual Documentation, the ceiling is amounting to EUR 100.000 in RON equivalent per depositor per bank.

104.2. The Client's deposits are secured, except for the Deposits mentioned as deposits excluded from securing, according to Annex no. 1 "List of deposits excluded from securing" of the Law no. 311/ 2015 regarding deposits guarantee schemes and the Bank Deposit Guarantee Fund. The latter do not benefit of the securing facility, the above mentioned legal provisions on compensation payment being not applicable.

104.3. BCR displays in its Banking Units information about the securing of deposits, the ceilings and the categories of unsecured deposits.

104.4. The amounts the Client is has to pay, according to the relevant Conventions signed with BCR, will be considered by BCR when calculating the compensation the Client is entitled to, according to the provisions of the Law no. 311/ 2015 regarding deposits guarantee schemes and the Bank Deposit Guarantee Fund. Consequently, the amount offered as compensation for the deposits set up with BCR as participating credit institution, on the date they became unavailable will be diminished by the amounts the Client has to pay, according to the previous entries, on the same date.

## **XVII. LENDING OPERATION**

### **105. APPLICATION. INTERPRETATION**

105.1. Unless specifically provided otherwise, the provisions of this chapter are applied to any lending operations performed by BCR, irrespective of the Loan form.

105.2. CSB clauses which do not make reference to a certain type of Credit are applicable to all categories of Loans granted to the Clients by BCR. CSB clauses making reference to a certain type of Loan are applicable only to that type of Loan.

### **106. LOANS DRAWING**

106.1. Any Loan is usually used after fully meeting or specific waiver by BCR of the precedent conditions of the Convention, respectively after the use of the Client's own sources, if the case.

106.2. Any Loan is made available to the Client by transferring the amount from the Loan Account into one of the Client's Accounts, from which it can be used according to the Loan destination mentioned in the Convention. In case of Overdraft, BCR provides the Loan by means of the Current Bank Account from which the Client can make drawings from the funds available, within the limit of the overdraft Ceiling.

106.3. Any Loan is made available to the Client by the method stipulated in the Convention.

## **107. INTEREST**

- 107.1. The current interest related to the Loan BCR granted the Client is calculated according to the Convention provisions, by the formula stipulated in it.
- 107.2. The change of current interest rate is done according to the following principles:
- 107.2.1. for the Loans with flat interest rate, the interest rate is kept constant for the whole lending period, except for the cases provided in the Convention;
- 107.2.2. for the Loans with variable interest rate, the change of the current interest rate (%) leads to the recalculation of the interest due by applying the new interest rate to the balance of the existing Loan on the change date and BCR will issue a new repayment schedule made available to the Client according to the Convention provisions;
- 107.2.3. for the Loans with variable interest rate set up according to the reference index ROBOR/ LIBOR/ EURIBOR, the interest level is changed depending on its evolution, according to the Convention provisions.
- 107.3. The penalizing interest rate will be applied in the conditions and at the value provided in the Convention.

## **108. EFFECTIVE ANNUAL INTEREST (DAE)**

- 108.1. For the Loans with flat interest rate, DAE is calculated starting from the prerequisite that all Costs set up by Convention remain unchanged for the whole period agreed by the parties and provided in that, and that the Client meets his contractual obligations at the terms and in the conditions stipulated in the Convention.
- 108.2. For the Loans with variable interest rate, DAE is calculated starting from the prerequisite that the interest rate related to the loan and the other Costs remain fix compared to the initial level and will be identically applied until the Convention termination.
- 108.3. For the Loans with flat interest rate for the initial period and with variable interest rate later according to a reference index, DAE is based on the assumption that at the end of the period of flat interest rate related to the Loan, the interest rate is the same as at DAE calculation moment, based on the value of the valid index at that moment and will be identically applied until the Convention termination.
- 108.4. When calculating DAE, the following costs are not considered:
- 108.4.1. expenses paid by the Client for incompliance with one of his commitments stipulated in the Convention;
- 108.4.2. if the Account opening is the Client's option, the costs required for the funds transfer, the costs of an Account management recording both the payment operations, and the drawings, the costs of using a payment means both for the payment operations and for drawings, other costs regarding payment operations;
- 108.4.3. the costs related to the subscriptions due as registration as member in associations or groups and which result from distinct agreements from the relevant Convention, even if such subscriptions influence the Loan conditions;
- 108.4.4. the costs related to Guarantees or optional insurances.

## **109. LOAN REIMBURSEMENT AND INTEREST PAYMENT. EARLY REIMBURSEMENT**

- 109.1. The Loan reimbursement and the payment of the related interests and fees will be done by the Client and, by the case, by the Co-debtor(s)/ Fidejussor(s) in the same currency as the Loan was granted.
- 109.2. The amount of total monthly installments to be repaid and the due dates are written in the reimbursement schedule of the Convention, except for the credit lines and overdrafts/ Overdraft for which no reimbursement schedule is drafted.
- 109.3. In case of a Loan early repayment or of the Loan diminish as a result of failing to use the drawing term, BCR will provide the Client in writing, or on another durable medium a new reimbursement schedule, which will be opposable to the Client without any other formalities.
- 109.4. In case of Client's death, his heirs will be obliged, proportionally to each succession quota, to cover any amounts due to BCR based on the Convention, to the extent the Client has not signed a life insurance or BCR has not been appointed as beneficiary of the related insurance contract, or the insurance company did not fully cover such amounts from the insurance payment resulted from such an insurance contract. The convention, as well as the guarantee contracts ancillary to it can be foreclosed by BCR against the Client's heirs, even before the joint possession termination, according to the applicable provisions of the Civil Code.

## **110. LOAN SECURING**

- 110.1. The Client undertakes to secure the Loan, the current interests, fees, penalties and any other expenses BCR might have related to the conservation or recovery of the goods brought in guarantee, as well as any other



related amounts by the guarantees and in the conditions provided by the Convention. The guarantees established in this way will maintain their validity even if the relevant Convention is extended by Addendums.

110.2. The Client will bear all expenses and/ or taxes related to the appropriate establishment of guarantees, for their publicity in the Land Register and/ or the Electronic Archive of Secured Transactions, by the case, or for their erasure from the publicity registers.

## **111. INSURANCE**

111.1. If the nature of the goods brought in as guarantee allows it, the Client will insure on his own expense, the goods making the object of the Guarantees for all risks.

111.2. The Client has the right to freely choose the insurance company and/ or the insurance broker for the conclusion of the insurance contracts specified in the relevant Convention.

111.3. The Client will assign or mortgage the rights related to the insurance contract in favor of BCR or will appoint BCR as beneficiary of the insurance payment, according to BCR request stipulated in the relevant Convention.

111.4. In case the Client does not meet the insurance obligation of the good brought in as guarantee, BCR has the right, but not the obligation and is authorized by the Client (i) to insure the goods brought in as guarantee, (ii) to choose the insurance company and conditions, and (iii) to debit the Client's Accounts by the amounts related to the insurance.

## **112. RIGHTS AND OBLIGATIONS**

112.1. In addition to his obligations provided in the Convention, the Client also has the following obligations:

112.1.1. to specify the payments destination on the documents through which he draws from the Loan for the dedicated Loans;

112.1.2. to notify BCR within 15 (fifteen) calendar days since the increase of the reference index, in case he is in an objective impossibility to accept the interest increase;

112.1.3. to allow BCR representatives the access to inspect the works achieved from the granted Loan and the goods making up the Loan guarantee;

112.1.4. to submit to the insurance company all the documents provided in the insurance conditions for the compensation collection within 24 hours since the occurrence of the insured risk event and to announce BCR about the occurrence of the insured risk within 48 hours since the event occurrence;

112.1.5. to announce BCR within maximum 5 (five) Working Days about the occurrence of any situations making him in impossibility to meet his obligations derived from the Contractual Documentation;

112.1.6. in case the Loan was granted based on the calculation of incomes obtained from goods rental and leasing, to conclude leasing contracts for the whole period of Loan repayment or the leasing contract concluded by the Client should cover the whole validity period of the contract or to include an extension or renewal clause;

112.1.7. to use the goods brought in as Guarantee with the diligence of a good owner, according to their destination;

112.1.8. to refrain from actions which might result in the occurrence of insolvency condition, not to establish and not to liquidate any dedicated patrimonial quantum within his own patrimony, including, but without being limited to the professional patrimony and not to transfer any good or right between the patrimonial quanta of his own if such an action prejudices BCR capacity to recover its receivables;

112.1.9. in case of Loans for investments, to comply with the environment legislation and to obtain the environment authorizations imposed by the law;

112.1.10. not to oppose BCR in contacting his employer to make any verifications related to his status as employee; and

112.1.11. in case of Loans for consumption goods purchase granted to physical persons, clients of companies with which BCR signed protocols, the Client specifically authorizes BCR to open a Current Bank Account or a credit Account on his name and to perform lending and debit operations in/ from such Accounts in his name and on his account for payment operations to the respective companies, according to the provisions of the Contractual Documentation.

112.2. Besides the rights specifically provided in the Convention, the Client also has the following rights:

112.2.1. to repay in advance the Loan, in full or partially, in the Convention conditions, in which case BCR will recalculate the interest related to the Loan depending on the new Loan balance and the period left until the full repayment;

- 112.2.2. to be informed, on paper or on another durable medium, about any change of the interest rate related to the Loan regarding the value of payments to be done after the coming into force of the new interest rate related to the Loan, about the number and frequency of payments – if they are changed;
- 112.2.3. to be announced in writing, by phone, by SMS or by e-mail by BCR, at least 15 calendar days before, about the transmission to the record systems of credit bureau of the negative data (in the meaning provided in the Decision no. 105/ 2007 of the National Supervision Authority of Personal Data Processing) or of information regarding the payment delays of his obligations derived from his lending relation;
- 112.2.4. to be announced in writing, by phone, by SMS or by e-mail by BCR, before the transmission to the record systems of credit bureau of data regarding irregularities (mismatched information, resulting from the documents presented on the date of loan application due to the Client's guilt) and frauds (information regarding infractions and contraventions in the financial-banking field in the direct relation with a participant, found out by definitive or irrevocable court decisions, by the case, or by uncontested administrative documents).
- 112.3. BCR undertakes that on the convention termination in any way, to provide the Client for free a document confirming that all the obligations between the parties were extinguished or showing the yet unfulfilled contractual obligations.
- 112.4. BCR has the right:
  - 112.4.1. to verify the observance of the Loan use conditions, its destination, the permanent and integral existence of the guarantees for the whole lending period;
  - 112.4.2. to recover from the amounts related to the compensations collected from the insurance company, as a result of the insured event occurrence, the Client'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 the related interests, fees, charges and any other due amounts and to unilaterally terminate the Convention in the cases and conditions provided by it;
  - 112.4.4. to recover by foreclosure the amounts due by the Client, according to the Convention provisions, if he was declared eligible by the Client.

### **113. LOAN RUNNING ACCOUNT**

- 113.1.1. If for the Loan use the Client has to hold a Current Bank Account with BCR for drawing and repayment operations from the Loan, BCR assures the Client the possibility to choose an Account for Loan running, which allows only drawing and repayment operations from the Loan and/ or a standard Current Bank Account, which allows both drawing and repayment operations from the Loan, and other operations according to the relevant Convention.
- 113.1.2. In case the Client chooses an Account for Loan running (becoming the owner of an Account for Loan running), the conditions for its use are the following: the operations allowed and with no fees applied are withdrawal and/ or intra /inter-banking transfer at BCR desks, within the limit of the granted Loan, as well as the Loan repayment; for the inter-banking transfer of the Loan amounts, the Client pays only the taxes and charges taken by third parties over such operations; once withdrawn or transferred, all the amounts from the Loan, no other withdrawal or transfer operations are possible, except for those of intra-banking transfer between the Client's own accounts; in case other operations are also performed through the Loan running Account, BCR has the right to charge a management fee for that Account; BCR does not pay interest for the cash available in this Account; the Account statement will be provided to the Client in the Banking Units for free for each calendar month; The Account will be automatically closed on the date of the full repayment of the Loan and of the amounts due based on the Convention.
- 113.1.3. In case the Client chooses to open a standard Current Bank Account, it allows the performance of any specific operations to the Current Bank Account, as well as the attachment of Banking Services or the access to the Current Bank Account also by Internet Banking and Phone Banking. For the Current Bank Account, BCR will charge the specific fees for management and performance of operations, according to the Contractual Documentation.
- 113.1.4. The Client is fully aware that in the interval between the Account feeding by the Loan amount made available by BCR and its use by the Client, the Account can be burdened by seizures and/ or other foreclosure procedures can be initiated and/ or it can be at the disposal of the Proxy and therefore the amounts in the Account coming from the Loan are used according to the provisions of the respective writs of execution.

**ANNEX 1**  
**SOME IMPORTANT LEGAL REGULATIONS FOR THE CONTRACTUAL RELATIONS BETWEEN BCR AND ITS CLIENTS, PHYSICAL PERSONS**

**NOTE: The list below is not exhaustive but indicative and considers the mentioned regulatory documents as they could be further amended and completed**

- Civil Code, including the Law no.71/ 2011 for the enforcement of the Law no. 287/ 2009 regarding the Civil Code
- Emergency Government Ordinance no. 99/ 2006 regarding credit institutions and capital adequacy
- Emergency Government Ordinance no. 50/ 2010 regarding the credit contracts for consumers
- Law no. 193/ 2000 regarding abuse clauses in the contracts concluded between merchants and consumers
- Law no. 363/ 2007 regarding the fight against merchants' incorrect practices in their relation with consumers and
- harmonizing the regulations with European legislation as regards consumers' protection Government Ordinance no. 21/ 1992 regarding consumers' protection
- Government Decision no.1553/ 2004 regarding some ways to stop illicit practices in the protection of consumers' collective interests
- Law no. 190/ 1999 regarding mortgage loan for real estate investments
- Regulation (EU) 2016/ 679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/ 46/ EC (General Data Protection Regulation) (applicable as of 25 May 2018).
- Decision of the National Supervision Authority of Personal Data Processing no. 200/ 2015 regarding the setting up of personal data processing cases for which notification is not required, as well as for the change and abrogation of some decisions
- Emergency Government Ordinance no. 113/ 2009 regarding payment services NBR Regulation no. 21/ 2009 regarding payment institutions
- Law no. 127/ 2011 regarding electronic currency issuance activity
- NBR Regulation no. 8/ 2011 regarding issuing institutions of electronic currency
- NBR Regulation no. 3/2018 regarding the monitoring of the infrastructures of the financial market and of the payment instruments
- FGDB Regulation no. 1/ 2016 regarding the transmission to the Guarantee Fund for banking deposits of information used for the list of compensations to pay and for those used in the process of determining the annual contributions of the credit institutions, modified by FGDB Regulation no. 3/ 2016
- FGDB Regulation no. 2/ 2016 for determining and payment of the contributions for the Guarantee Fund for banking deposits, according to the risk degree
- NBR Regulation no. 17/ 2012 regarding some lending conditions
- Law no. 506/ 2004 regarding personal data processing and private life protection in electronic communications field
- Government Ordinance no. 85/ 2004 regarding consumers' protection at the conclusion and execution of remote contracts of financial services
- Law no. 365/ 2002 regarding the electronic trading
- Government Decision no. 1308/ 2002 regarding the approval of Methodological Norms for the enforcement of the Law no. 365/ 2002 regarding the electronic trading
- NBR Regulation no. 2/ 2005 regarding the payment order used in credit transfer operations
- Law no. 311/ 2015 regarding Deposit Guarantee Schemes and the Bank Deposit Guarantee Fund

