

## GENERAL BUSINESS CONDITIONS versions NO. 25/AUGUST/2023

### GENERAL PROVISIONS

These General Business Conditions ( "GBC" ) constitute , together with the regulations of the National Bank of Romania, domestic and international banking usages and practices, the general legal framework for the development of relations between Garanti Bank SA ( "the Bank" ) and its individuals clients from Romania or from abroad ( "Customers" ).

GCA represent common contractual rules applicable between the Bank and each of its Customers and automatically completes any specific contract (concluded before or after the date of these GCA) based on which any banking services/products will be made available to the Client, regardless of whether these contracts make or not sent expressly to the CGA. If a certain banking product/service is governed by provisions derogating from these GCA, the provisions in question will prevail with respect to that banking product/service.

GTC can be made available to Customers, upon request, on paper in the Bank's units or by e-mail and can be consulted at any time on the Bank's website [www.garantibbva.ro](http://www.garantibbva.ro) .

**DEFINITIONS** - Anywhere in the SUMMARY this document terms mention May down have next meaning:

**accept** - anything trader, unit BANK or ATM which Enable MAKING Transactions with The card, regardless of whether the transactions are carried out in the physical environment or online;

**Address the SWIFT A banks/ Code of identification of BANK ("BIC")** - the code recognized international consisting FROM 8 or 11 CHARACTERS ALPHA-NUMERIC which identify a PARTICULAR the bank in the the system SWIFT;

**Acceptance of payment operations** - payment service through which a payment service provider, based on a contract with the payee, accepts and processes payment operations for the purpose of securing funds to BENEFICIARY payments;

**ATM** - automatic payment terminal which operates without the assistance of the Bank's or the Acceptor's staff;

**The Bank Supervisory Authority** - the National Bank of Romania ( " BNR " ) with headquarters in Romania, Bucharest, str. Lipsicans, no. 25, section 3, code postal 030031;

**Authentication** - the procedure that allows the Bank to verify the identity of a customer of the basic payment services uSE corresponding to A elements of security personalized;

**Strict authentication:** - the procedure that allows the Bank to verify the Client's identity and consent through the use by the Client of at least two distinct security elements included in the category knowledge (something what the only the Client knows) and possession (something what the only the Customer possess) and inherent (something the Client represents). These elements of security are independent such that COMPROMISE an element don't drive TO COMPROMISE reliability OTHER element and are designed so that to protect confidentiality dATES of login.

**The bank** - Garanti Bank SA, with headquarters in Bucharest, Sous. Factory de Glucose no. 5, Novo Park 3, Business Center, Building F, et. 5 and 6, sector 2, with order number in the Trade Register J40/4429/2009, ROONRC EUID. J40/4429/2009, having unique registration code 25394008, fiscal attribute RO, registered in the ASF Register with no. PJR01INCR/400019/28.03.2019, registered in the register of credit institutions with no. RB-PJR-40-066/2009, [code LEI 549300UZRCTIMOHREY46, GIIN 41W7SM.00001.ME.642];

**the bank The recipient** - the bank identified in the instruction of the payment that the bank The recipient A Billing performed, and TO which a account of beneficiary it follows A be creditor conformable instructions of the payment;

**Intermediary/Correspondent Bank** - bank, other than the Bank or the Beneficiary Bank, which is involved in execution of a Instructions of The payment;

**Beneficiary of the Payment** - the intended recipient of the funds that were the object of a payment operation;

**The real beneficiary** - any individuals who ultimately owns or controls the Client and/or person physics in the NAMEs OR in the the interest to which it realize direct or indirect, a transaction, a process or a activity;

**Biometrics** - security measure that uses physical human characteristics such as fingerprint and face to authenticate the user

**Bonus** - represents a facility granted to the Client/User, for the use of a Card, with the exception operations of withdrawal of cash;

**Card** - payment instrument issued by the Bank through which the user disposes of the funds from his payment account through payment operations or cash withdrawals and which is equipped with Contactless payment technology ; The contactless card allows quick transactions by bringing the card close to the POS/ATM terminal that incorporates this technology, without the need to enter, for amounts lower than the limits set by card organizations and by EU Regulation 2018/389 supplementing the Directive EU no. 2366/2015 of the European Parliament and of the Council (PSD2), of the PIN code. These limits are published on the bank's website [www.garantibbva.ro](http://www.garantibbva.ro) , and can be modified depending on the decisions of the card organizations and the legal provisions.

**Ciframatic** - physical security device that at each correct entry a PIN generates codes dynamics use for ACHIEVING PROCEDURE of Strict authentication in the Garanti BBVA Online and/or Guarantees BBVA Furniture;

**Client/Owner** - any individuals, resident or non-resident, with whom the Bank maintains relations of business or with which they carry out other operations of a permanent or occasional nature, including the legal representatives/powers of attorney of the Client and Users. It is considered a Client of The Bank any person with whom the Bank has negotiated a transaction, even if the respective transaction has not been completed, as well as any person who benefits or has benefited in the past the services/products Banks;

**3D-Secure CODE** - 6-digit code received by the Customer via SMS to the telephone number declared at the Bank, necessary for the authentication of e-commerce Transactions;

**QR CODE** - two-dimensional barcode that, by scanning it, redirects the Client to another page;

**Commissions** - all costs that the Client must pay to the payment service provider EXCHANGE provision SOME services related A account of payment or in the link with these services;

**Account** - Anything type account bank open in the records Bank on Customer's name (account current account of deposit, account of savings, account of credit , etc.);

**Inactive (dormant) account** - current account which in the last 12 calendar months (for the standard current account) or 24 calendar months (for the payment account with basic services) has not registered debit or credit operations ordered by the Customer and which has no attached active deposits and/or products/active commitments assumed to the Bank (eg: loans, cards, etc.);

**Payment account** - any bank account opened in the Bank's records in the name of the Client, which allows the performance of deposit and withdrawal operations, as well as the performance of payment operations;

**Account of payments accessible online** - Payment account that can be accessed by Client through INTERMEDIATE of a INTERFACE online;

**disproof written** - HOW through which the Customer can dispute an operation considered not done/done incorrect and existence on the account or, through FORM of disproof put TO mood of The bank;

**Contracting of products/services at a distance** - is represented by the contracting of products/services at a distance, for the products/services for which the Bank offers this option, by going through an authentication process of the Clients carried out online, verifying the identity of the person through technical mechanisms, generating and issuing of qualified certificates by a certification service provider selected by the Bank, signing through the extended electronic signature application based on a qualified certificate on the contractual documents necessary to initiate the business relationship and access online products/services. In the case of approval by the Bank, the remote contracting process initiated by the Customer leads to the opening of the requested accounts in the Bank's records, i.e. the provision of products for individuals to the Customer and the activation of remote access services, in accordance with the Bank's offer, date the opening of the business relationship/opening of the product/service being subsequent to the approval by the Bank

**course of Change of Bank** - COURSE of change used that the base of Calcutta for EXCHANGE Currency and which It is provided by by The bank;

**Date acceptance** - date TO which The account It is debited/ creditor with the amount afferent The operation of Payment/Collection;

**Date Currency** - date of reference use of the bank for calculate interest rate related to the debited amounts/credited d in The account of payment;

**Debiting direct** - service of payment for CUT the account of payment of the customer, in the EVENT in which a The payment operation is initiated by the Payee, based on the consent given by the Client to beneficiary payments, PROVIDER of services of the payment of beneficiary Billing or PROVIDER of services of the payment of To the payer;

**Unauthorized overtaking** - situation that can occur under certain conditions, such as: off-line transactions or transactions in a currency different from the account currency, when the value of the transaction exceeds the balance available on account;

**Custom Security Elements** - set of custom features provided to the Customer for the Services of payment for the purpose of Strict Authentication in secure environments such as "BBVA Online Guarantees" and "BBVA Guarantees Mobile" or ATM;

**extract of account** - represent proof wholly ISSUED of the bank with look TO recordings FORTH in the account IN A period of reference, related operations ORDERED of Client/User or CARRIED through the use instruments of the payment ISSUED on NAMES them, inclusive important commissions, CHARGES and interest;

**Garanti BBVA Online/Mobile** - the name generous A instrument of the payment electronic with accession TO distance oftype Internet banking/mobile banking through which customer ACCESSING IN A environment electronic SECURE information about history of account, initiates Operations of the payment or other types of operations;

**Instrument of the payment electronic** - device personalized and/or anything set of proceeding AGREED between Client and The bank, for A initiate a process of the payment or for Supply A Service of the payment;

**Interface Dedicated** - facility granted Customers through INTERMEDIATE provider of services of the payment, with the goal of A initiate payment and/or of a request information on TO the situation contour open TO The bank;

**authorized** - the person physics mandated to act in the NAMES the customer, holder of account, TO The bank, in the the base office PROVIDED of Client, with COMPLIANCE provisions link or dECISIONS A body competent;

**Form Instructions of The payment** - form, PROVIDED of by the bank (which may be be adjusted periodic) and completed of by Client, or other instructions Written, completed of by Client and Inbox of by The bank, with look TO a Order of The payment of the Client;

**FATCA** ( Foreign Account Tax Compliance Act) - the acronym related to the federal normative act of Fulfillment of fiscal obligations regarding the foreign accounts of citizens of the United States of America (Law on fiscal compliance of foreign accounts) and which has an impact on any financial institution FROM world and on customers of a also institutions;

**Group of customers LEARN in the link** represent:

a) two OR May many people body and/or legally which constitutes, if not it prove it otherwise, a singlerisk because one from they by you, direct OR indirect, control on THE OTHER OR to others; or

b) twice as many natural and/or legal persons between whom there is no control relationship, as it is described May up, but which must to OR CONSIDERED that representing a single risk because are interconnected to such an extent that, in case one of them would face problems financial, in particular difficulty of financing OR of reimbursement, other or all other would welcome probable difficulty of financing OR of reimbursement;

**Group of customers LEARN in the relations special** - represent and the group REPRESENTATIVE of employees of a entities FROM THE GROUP credit institution, contract employees individual of the work. In the the meaning of this definitions," one debtor", FROM which do what part a employee, contain THE little bit employee respectively and members Family to him;

**IBAN** - (acronym for International Bankia Account Number) - a row of CHARACTERS which identify in the mode unique, TO level international, the account A Client TO a institution financial, used for processing PAYMENT in the systems of payment or through CHARTS of type bed correspondents;

**Payment Instruction** - the instruction, authorized by the Customer, for the Bank to make a Payment (interbank or intrabank, as the case may be), either through a Form of Instruction of Payment, either through Garanti BBVA Online and/or Garanti BBVA Mobile, P O S , ATM or the Customer Relations Service, or by any other method subsequently made available to the Customer by The bank;

**Mail order/telephone order (MO/TO)** - transaction carried out without the presence of the card and without security elements (3D Secure / Chip & Pin) with manual entry of the card data (card number, expiry date, CVC) indicated to the merchant by to the owner / user, verbally on the spot, by phone or in writing by e-mail or message. This type of operations are exempt from strict authentication.

**process payment** - action, initiated by payer or by another person in the name and on behalf of the payer or by the payee for the purpose of depositing, transferring or withdrawing funds, regardless of any obligations UP being between payer and BENEFICIARY payments;

**Payment order** - any instruction given by the payer or the payee to the service provider of the payment through which it request execution of a operations of the payment;

**Order of the payment PROGRAMMED** - a instruction date of a payer PROVIDER of services of the payment which by youthe account of payment of payer of A execute transfers of credit TO intervals REGULAR or TO DATA preset;

**Partner accept** - just those accept with which the bank A ENDED contracts, in the follow WHOM the customer/ User may be use bonus battery for the purchase of goods/ services;

**Password** - elements of security REPRESENTATIVE BY A code of accession alphanumeric, established of by Client, through that he accesses both Garanti BBVA Online and Garanti BBVA Mobile services;

**The password defined in the relationship with the Bank** - represents the unique password established at the opening of the Client's collaboration relationship with the Bank;

**Persons EXPOSED public ("PEP")** - persons body which exercise or have EXERCISED functions publicly important.

I. **Are PEP** through the nature **functions publicly important** held:

- a) heads of state, heads of government, ministers and deputy ministers or secretaries of state;
- b) members of Parliament or similar central legislative bodies;
- c) members of the governing bodies of political parties;

- d) members of the supreme courts, constitutional courts or other high-level courts whose decisions can only be challenged through extraordinary appeals;
- e) members of the governing bodies within the courts of accounts or members of the governing bodies within the boards of central banks;
- f) ambassadors, in charge of affairs and senior officers in the armed forces;
- g) the members of the administrative boards and the supervisory boards and the persons who hold management positions of the autonomous regencies, of the companies with majority state capital and of the national companies;
- h) directors, deputy directors and members of the board of directors or members of the governing bodies of an international organization.

**II. Family members of the publicly exposed person are:**

- a) the husband/wife/of the publicly exposed person or his/her cohabitant/the person with whom he/she is in a relationship similar to that of spouses;
- b) the children and their spouses, the person with whom the children are in similar relationships to those of the spouses;
- c) the parents;

**III. The persons known as close associates of the publicly exposed persons are:**

- a) individuals known to be the real beneficiaries of a legal person, of an entity without legal personality or of a legal construction similar to them, together with any of the persons provided in point I or as having any other close business relationship with such a person ;
  - b) individuals who are the only real beneficiaries of a legal person, of an entity without legal personality or of a legal construction similar to them, known to be established for the de facto benefit of one of the persons provided for in point I above;
- PINE TREE** - unique identification code that can be generated by the Bank or a code secret of identification staff established of by Client and ALLOCATION EACH Card (including Additional Cards) or a code secret of identification established by the User for accessing the Ciframatic device used in the Strict Authentication procedure a Garanti BBVA Online and/or Garanti BBVA Mobile.

**The payment made** - execution instructions of the payment ORDERED of Client/User or made of by the bank in the NAMES to him, through CUT AMOUNT corresponding to FROM The account ITS holder TO The bank;

**International Payment** - payment made via SWIFT: a) in a currency other than LEI or b) in any currency When the bank the beneficiary/ the bank The recipient it find out in the outside Romania;

**Payer** - the person physics which by you a account of payment and which AUTHORIZING a order of the payment FROM that account of payment or, in the EVENT in the which not there is a account of payment, the person physics issuers A A order of the payment;

**POS (Point of Sale)/ E-POS (Electronic Point of Sale)** - the electronic terminal intended for the electronic authorization and processing of a Card Transaction, equipped or not with Contactless payment technology;

**Provider of services of initiation A payments ("PSIP")** - provider of services of the payment which PLACE services of initiation A payments;

**Provider of services of information with look TO outline i ("PSIPC")** - a provider of services of the payment which PLACE services of information with look TO accounts;

**Provider of services of payment which perform the transfer** - the provider of services of the payment of TO which is transferred information REQUIRED for performing CHANGE accounts;

**Provider of services of the payment consignee** - PROVIDER of services of the payment WHOM and it transfer information REQUIRED for MAKING CHANGE accounts;

**The duck iNTEREST of reference** - the duck iNTEREST use that the base of Calcutta for dETERMINATION interests what the it follows to OR applied and originating from a public source that can be verified by both parties of a payment service contract;

**Change of accounts/Mobility of accounts** - is the process by which, at the Customer's request and according to at his option, the Bank facilitates the transfer between banks of information related to all or some orders of the payment scheduled, cutting direct RECURRING and Collections recurrent, CARRIED IN A account current, and/ or Aany positive account balance, from one current account to another, with or without closing the old account current;

**EEA** - European Economic Area (which includes all member countries of the European Union, as well as Iceland, Liechtenstein and Norway);

**Payment Service** - any of the following activities: (i) Services that allow depositing cash in a payment account, as well as all



operations necessary for the operation of a payment account; (ii) Services which allow cash withdrawals from a payment account, as well as all operations necessary for operation a payment account; (iii) Carrying out the following payment operations if the funds are not covered In a line of credit: cutting direct, inclusive cutting direct singular, operations of the payment BY A card of payment or a similar device, operations of credit transfers, including operations with payment orders scheduled; (iv) MAKING FOLLOWING operations of the payment in the EVENT in the which FUNDS are cover through a line of credit Open for a user of services of the payment: cutting direct, inclusive cutting single direct payments, payment operations through a payment card or a similar device, credit transfer operations, including scheduled payment orders; (v) Issuing payment instruments and/or accepting transactions the payment; (vi) Remittance of money; (vii) Payment initiation services; (viii) Account information services;

**Customer Relations Service** - communication channel with the bank offered to Customers and non-customers through services of telephony;

**Payment initiation service** - service for initiating a payment order at the request of the user of the services the payment with look TO a account of payment holder TO a other provider of services of the payment;

**Service of information with look TO Auditors** - service online through which it provides information CONSOLIDATED in the link with one or May many Auditors of payment HELD of USER services of the payment TO other provider of services of the payment or TO May many providers of services of the payment;

**Fund availability confirmation service** - online service that provides information on availability fund the account of payment accessible online of the payer;

**SHA** - commission method applied to foreign currency or cross-border transfers in LEI, through which the commission BANK AUTHORIZING It is INCURRED by orderer and the commission BANK the beneficiary is INCURRED of by beneficiary;

**SWIFT** - Global Interbank Financial Telecommunications Company, which is a provider of secure services of financial messaging for the institutions Finance TO level global;

**Technology of the payment Contactless** - technology which Enable MAKING in the mode fast A operations of the payment, using WAVES radio, through simplicity NEARBY A A card of a Terminal with functionality Contactless;

**Terminal with functionality contactless** - Terminal which Display LOGO PayWave and/or PayPass, gifted with technology which Enable MAKING of transactions fast, through simplicity NEARBY A card with functionality contactless of a Terminal and PLACING cODE PINE TREE and/or signing receipt related transaction, if It is the case; the transactions which it CAN effect without entering the code PIN are those with a value smaller than limit ESTABLISHED of organizations of cards; these limits, as well as the logo PayWave and/or PayPass CAN be modified ever of organizations of Cards are displayed permanent on SITE banks, "[www.garantibbva.ro](http://www.garantibbva.ro)";

**Term Limit** - TIME limit TO which it may be receive a Instruction of The payment A customer or TO which it may be credit the account customer with a encashment of by The bank, HAVING in the view provisions RELATED TO DELIVERY The services of The payment IN A PARTICULAR Day Female worker;

**Card transactions** - include any operation performed with the card for (a) payment of goods or services at POS from Acceptants, (b) cash withdrawal, (c) any transaction made through ATMs, (d) through bank branches that have displayed the Maestro/MasterCard logo, AS and (e) anything the payment carried out by electronic means at Acceptors;

**E-commerce transactions** - Card transactions carried out online;

**User of A instrument of the payment electronics** - the person physics, thankful and acceptable of to the Client who owns the product/service provided by the Bank that HAVING accession TO some or TO all RIGHTS GRANTED customer through the present Contract;

**User of services of the payment** - the person physics which USE a service of the payment in the quality of payer, of beneficiary of Billing or in both qualities;

**Day lucrative** - a day when the Bank and, as the case may be, the payment service provider of the payer or the payee and the corresponding banks involved in the execution of a payment operation carry out an activity that allows the execution of operations, including payment operations.

## 1. OPENING contour

**1.1.** The Bank has the right, but not the obligation, to open current/payment/deposit/savings accounts, as a result of the written request of the Customer, of the transmission of this request by any other method made available to the Customer by the Bank or by purchasing a product/service provided by the Bank.

**1.2.** The Bank will not open any account if the Customer does not provide all the information, its statements documents

REQUIRED for identification the customer, oPENING and oPERATION the account.

- 1.3. If the Customer opted for the Change of Accounts service, the Bank, as the new bank, it will proceed to open the current account, only after completing and signatures of by Client of the transfer request and the specific contract/documents put to mood of the bank and A PRESENTATION documents REQUIRED OPENING of account.
- 1.4. The bank is a participant in the Deposit Guarantee Fund in the Banking System. So, the Client's assets registered in the Accounts opened at the Bank are guaranteed by the Fund guarantee A deposit in the The system Banking, in the limits and in the conditions laws.
- 1.5. Next people CAN has the amounts ARE in the accounts, with COMPLIANCE provisions legal:
  - customer holder of account;
  - Powers of attorney customer holder of account, in the the base office PROVIDED of this FROM follow/representatives legally you HOLDER of account;
  - Heirs of the account holder; the quality of the heir will be proven by the certificate of the heir or by court decision; in the situation where there are several heirs, they will act alone together in the account of the deceased holder, with the exception of the case in which he presents documents to certify exit FROM tenancy and rights exclusively on contour open TO The bank.

## 2. mandate

- 2.1. The customer can authorize one or more individuals (" Powers of Attorney ") to act on his behalf and on his behalf in the relationship with the Bank. These General Terms and Conditions are also binding for the Powers of Attorney. Powers of attorney must be accepted by the Bank and have full exercise capacity.
- 2.2. The power of attorney is issued by the Client in the Bank's agencies, by completing the specific documentation/forms or on the basis of an authenticated power of attorney. The power of attorney must be within the validity period specified in the contents, and if no term is provided, no older than 3 years from the date of its authentication.
- 2.3. The proxy must appear at the Bank in order to fill in the forms in front of the Bank's employees. If the Power of Attorney presents the Bank with an authentic power of attorney in order to open accounts/relationships/update data on behalf of the Owner Client, the Bank is presented with the necessary documents and information for both the Power of Attorney and the Owner Client.
- 2.4. The appointment of a new Power of Attorney does not revoke the mandate of the previous Powers of Attorney. The revocation of the Power of Attorney must be done by the Client expressly. The titular customers bear full responsibility regarding the legitimacy of the appointment of the Authorized Representative, the establishment of the limits of the mandate granted and the operations arranged by them in this capacity, the Bank being exempted from any liability. The Bank relies on the presumption of the authenticity of the signatures that appear on the instructions sent to the Bank and will not be responsible for the validity of the documents or the fraudulent/abusive use of the right to sign, being responsible only for verifying the existence of the documents and verifying the identity of the Powers of Attorney and their signatures.
- 2.5. In the case of powers of attorney granted by the Client through the forms made available by the Bank, regardless of whether at the opening of the relationship or at any time during its duration, as well as in the situation where the Client does not specify the duration or limits of the mandate in the power of attorney, the Client accepts and understands that the Power of Attorney has , for the entire duration of the contractual relationship between the Bank and the Owner Client, rights equal to those of the Client and that he can perform all the operations allowed to the Owner Client, including, but not limited to, the right to close the relationship or all accounts and the right to request the change of accounts. The authorized person cannot transfer funds through the Account Holder's accounts and cannot carry out transactions whose real beneficiary is his own person or other real beneficiaries, different from the Account Holder.
- 2.6. The account holder is and remains fully responsible for all operations carried out on his accounts, personally or through his authorized representative.
- 2.7. The proxy is not allowed to delegate the mandate received from the Client. The Bank reserves the right to refuse the appointment of Powers of Attorney and/or to refuse/limit the execution of operations on the Clients' accounts ordered by the Powers of Attorney, including, but not limited to, the situation in which it considers that the limits of the granted mandate are unclear, that the mandate was granted in violation of the law, as the power of attorney was revoked or in case the Authorized Person ordered operations that exceed the limits of the mandate granted by the Client, did not present the requested information or documents or the real beneficiary of the funds/transactions is not the account holder.
- 2.8. The Bank has the right to request any document it deems necessary in order to prove the quality of Power of Attorney or

any other documents considered relevant, and the Client/Power of Attorney undertakes to provide such documents.

- 2.9.** Any proxy appointment and/or power of attorney given by the Bank's Client will be considered valid until its express revocation, notified in writing to the Bank. The revocation can be done by the account holder, through a document that complies with the same form conditions as the one through which the power of attorney was made. The revocation/modification of the mandate of the Powers of Attorney becomes operational, as a rule, starting from the Business Day immediately following the day of receipt by the Bank of the specific documents or from a date specified in the revocation. The Bank is exonerated from any liability towards the Client as a result of the non-communication of the changes made regarding the revocation of the power of attorney or as a result of their late communication.
- 2.10.** Powers of attorney can dispose of the amounts in the accounts of the Client, the account holder, only during the latter's lifetime.
- 2.11.** In the event that a dispute arises regarding the legality of the appointment/revocation of Powers of Attorney, the Bank will have the right to block the Client's account until the dispute in question is resolved (properly proved by the Client).

### **3. CHANGES IN THE CLIENT'S SITUATION**

- 3.1.** The Customer must notify the Bank in writing without delay and present the documents that are the basis of any change regarding his identification data or those of the Powers of Attorney/Users, which may be relevant in his relations with the Bank (change of name, address or capacity legal, modification or cancellation of the mandate granted to the Powers of Attorney, etc.).
- 3.2.** Any change will be objectionable to the Bank starting from the Working Day immediately following the day of receipt by the Bank of the specific documents. The Bank is not responsible for the damages suffered by the Client as a result of not communicating all such changes in a timely manner or as a result of their late communication.
- 3.3.** Failure to update the "*Declaration regarding the real beneficiary and the source of the funds*" by the Client, results in the suspension of operations on his accounts and may result in the termination of the business relationship at the Bank's initiative, without prior notification, the Client having knowledge of the legal obligations and the consequences of their non-fulfillment.
- 3.4.** If the account becomes inactive (dormant), the Bank will block the account without prior notification.

### **4. CONDITIONS FOR THE EXECUTION OF OPERATIONS**

- 4.1.** The Bank carries out in the Clients' accounts any type of operation ordered by the Clients/their Powers of Attorney, by any agreed means, in compliance with the legal provisions, rules and internal and international banking practices in force, if the following conditions are met cumulatively:
- within the limit available from the account; the available balance of the account must allow both the respective operation and the payment of any commissions (mentioned in the document "*Tariffs and standard commissions for individuals*") owed to the Bank for the services rendered or on the basis of a credit/overdraft facility contract concluded with the Bank;
  - the order is complete and is properly authorized (in accordance with the sample signature sheet, with the documents presented to the Bank or with the instructions sent by any other method accepted by the Bank);
  - the operation is not prohibited by the existence of a freeze on the amounts in the account (e.g. garnishment) or by another measure to freeze the account ordered by the competent court or by a state body, or by any competent authority according to the law;
  - The client has no unpaid due debts towards the Bank;
  - The bank has no reason to suspect that the respective operation is being carried out in violation of the law.
- 4.2.** The Customer's instructions will be executed by the Bank at the Customer's order. The customer is solely responsible and will bear all the consequences that could result from misunderstandings, errors or transmissions not confirmed in writing, until the Acceptance Date, of the orders sent to the Bank.
- 4.3.** In all cases and unconditionally, for carrying out transactions in the Clients' accounts, the instructions sent/documents must be completed in a legible manner, must not present erasures or corrections, must bear the signatures of authorized persons, and in the case of instructions sent through other services offered by the Bank (eg: Customer Relations Service, BBVA Online Guarantees/BBVA Mobile Guarantees, ATM, etc.), they will be preceded by the appropriate identification of the Customer, including, but not limited to, the request for the Password defined in relation to bank or other personalized security elements such as the access code generated by Ciframatic, the notifications sent to the phone or the card PIN. The customer agrees with any measures taken by the Bank to ensure the security and safety of the services, as well as with the recording of conversations and communications, by any means of recording. The Client agrees that any/all

information provided and/or transactions ordered to the Bank during these recorded conversations or to the answering machine or to any employee of the Bank may be used by the Bank as evidence in court, in the event that it is necessary.

- 4.4. The bank may refuse to receive documents/execution of instructions considered incomplete, not filled in properly, unauthorized, or that do not meet the conditions of acceptance, are inconsistent with the provisions of these General Terms and Conditions, with the legislation in force and with banking prudential practice.
- 4.5. If the Client sends several payment instructions simultaneously, the Bank will fulfill these instructions in the order of their receipt, if this order can be easily established by the Bank or, otherwise, in the order established by the Bank.
- 4.6. "Standard rates and commissions for individuals" apply, including regarding scheduling (prior information of the Bank).
- 4.7. The customer has the obligation to present supporting documents and other additional information regarding transactions greater than EUR 1,000 or another currency, including LEI.

## 5. EXCHANGE SERVICE OF CURRENT ACCOUNTS IN LEI

- 5.1. It is a service that allows any Client with a payment account in LEI to request the transfer of the current account relationships through which they carry out collection and payment operations from one bank (previous bank) to another bank (new bank), without the holder account to contact the previous bank himself. The bank can have the quality of the new bank or the previous bank. In the event that the Client makes the transfer in favor of the Bank, as the new bank, he will complete and sign the "Authorization regarding the change of the payment account" of the account relations.
- 5.2. By completing the "Authorization for changing the payment account" form, the Client can request the following operations:
  - a) transferring of information looking PAYMENTS ARE in the PROGRESS TO the bank the previous one.
    - The payment services that can be transferred with the current account in LEI are: direct debit, standing order (scheduled payment orders) and payment orders issued with a future payment date;
    - Through the "Authorization regarding the change of payment account", the Customer revokes all direct debit mandates and/or scheduled payment order contracts and/or payment orders issued with a future date held at the previous bank, starting with the transfer date;
  - b) Transfer of the positive balance of the current account in LEI, after making all the payments in progress, including those initiated by debit or credit cards issued by the previous bank;
  - c) Closing the current account in LEI.
- 5.3. If the Client has opted for the service of changing current accounts in LEI through the "Authorization regarding the change of payment account", the Bank, as the previous bank, will close the account and the account relationships after receiving the "Authorization" from the new bank regarding the change of payment account", signed by the Customer.
- 5.4. The bank will proceed to close the current account in LEI, only if the following conditions are cumulatively respected: i) no measures of unavailability are instituted on the account (e.g. seizures or sequestrations); ii) The client has no debts (overdue commissions, overdraft, credit, etc.); iii) The customer has no products or services attached to this current account (loans, cards, deposits, etc.) and has surrendered all devices/tools to access the account.

## 6. GENERAL STATEMENTS AND OBLIGATIONS

- 6.1. The client is aware of and complies with the legal provisions regarding the prevention of money laundering and the financing of acts of terrorism, including without limitation, the provisions of Law 129/2019, BNR Regulation no. 2/2019 regarding the prevention and combating of money laundering and the financing of terrorism and of European Directive no. 849/2015 with subsequent amendments and additions.
- 6.2. In accordance with the applicable legal provisions, the Bank will identify the Client and the real Beneficiary. In this sense, the Bank has the right to request any document that it considers necessary or useful in order to identify the Client, including the quality of the Publicly Exposed Person, as well as the identity of the real Beneficiary, and the Client undertakes to provide such documents, with compliance with the legal framework in force and to immediately inform the Bank if he acquires the status of Publicly Exposed Person.
- 6.3. The processing of the Client's personal data will be done by the Bank in compliance with the provisions of Regulation (EU) 2016/679 on the protection of individuals with regard to the processing of personal data and on the free movement of such data. The prior information of the Client regarding the data processing, as well as the expression of the options regarding the processing based on consent, was carried out through the document "Information Note regarding the processing of personal data".
- 6.4. The customer declares that he has become aware of the Bank's Sustainability Policy, adopted by the Bank and published on its website, and consequently undertakes (a) to comply with all regulations regarding the protection and improvement



of the environment, public health and underground and surface resources, related legislation and regulations, as well as the Bank's Sustainability Policy, and (b) avoid any actions or omissions that could violate these regulations or the Bank's Sustainability Policy and take all necessary preventive measures, and the Bank agrees that can take any measures deemed appropriate to comply with the Sustainability Policy.

## 7. PRODUCTS AND SERVICES

The Bank will offer the following products/services to the Client simultaneously with the opening of the current account:

### 7.1. Customer Relations Service

The service can be called on the phone numbers 0800 80 1234 (free callable number from any network landline) and 021 200 9494 (normal rate number, callable from any telephone network). The service is operational 24 hours a day, 7 days a week, only to notify the Bank in the following emergency situations: loss, theft, hijack, use unauthorized A instruments of the payment electronics. By using the Customer Relations Service, the Customer expressly agrees to the communications via networking of telephony and the application of the provisions below. Through this service, the Client can perform the following operations:

- a) financial operations: Bonus transfer between credit cards of the same holder, reimbursements from current account of customer on CARD or of credit;
- b) non-financial operations: information on account statements and Card Transactions, PIN change, request ENABLE of services automated of information, activation card, support card/Internet and Mobile Banking operations, etc

#### 7.1.1. customer it hire that:

- not will reveal Password defined in relation to the Bank of none people, with EXCEPT DISCLOSURE partial MADE Banks through the Service of Relations Customers;
- will undertake measure REQUIRED for A avert usage unauthorized and/ or access any person unauthorized TO Password defined in the relationship with the Bank;
- will announce with readiness the bank in the EVENT in the which there is a suspicion looking finding password defined in the relationship with the Bank by an unauthorized person;
- will announce immediate the bank in the the situation finding registration in the the account personal A SOME unauthorized transactions, as well as in the connection with any other error or suspicion regarding the management of the account;
- will immediately notify the Bank upon finding a malfunction.

### 7.2. BBVA Online Guarantee Service and BBVA Mobile Guarantee Service

7.2.1. The customer agrees that the provisions of this section will apply to the use of the Internet banking service Garanti BBVA Online and respectively the mobile banking service Garanti BBVA Mobile. Access to the Garanti BBVA internet banking service is made through any device connected to the internet (computer, tablet, phone) that has an operating system and software applications compatible with the security conditions imposed by the Bank.

- a) Garanti BBVA Online can be accessed from the most popular internet browsers that support HTML5.
- b) Garanti BBVA Mobile can be accessed from Android operating systems with a minimum version of 4.4 and IOS with a minimum version of 9.0.

7.2.2. The fees applicable to the Garanti BBVA Online and Garanti BBVA Mobile services and the deadlines for receiving payment instructions through Garanti BBVA Online and Garanti BBVA Mobile can be found in the document "*Standard rates and fees for individuals*". The use of Garanti BBVA Online and/or Garanti BBVA Mobile services may be temporarily limited during maintenance periods (technical review, updates, etc.) or in other situations by informing the Customer via SMS, display on the Bank's website or using other means of information provided in CGA.

7.2.3. Garanti BBVA Mobile is a complementary service to the Garanti BBVA Online service and cannot be obtained as a stand-alone service.

7.2.4. In order to complete the Strict Authentication procedure in Garanti BBVA Online/Garanti BBVA Mobile, the Bank will offer the Customer a right to use for a limited period a set of personalized security elements: unique customer number and unique login codes for each use. The customer has two distinct ways of accessing the Garanti BBVA Online/Garanti BBVA Mobile service, respectively, of generating unique login codes in the internet banking service.

- a) **Access using the Ciframatic device** . The customer will contact any agency of the Bank, which will provide him with the authentication elements for accessing the service, including the Ciframatic device.
- b) **Accessing without the Ciframatic device** . The Internet/mobile banking service can be accessed through the fol-

lowing channels: on the [garantibbva.ro](http://garantibbva.ro) website/directly from the Garanti BBVA Mobile mobile banking application/from the Bank's ATM or in any Bank agency. Strict authentication of the Client is done at any ATM of the Bank through identification with a card (debit or credit) and PIN code. After successfully logging in to the ATM, access the " *BBVA Guarantee activation* " menu. A unique QR Code is generated on the ATM screen. Once scanned through the mobile application, the client is redirected to the password setting menu. After accepting the terms and conditions, the customer has full access to the Garanti BBVA Mobile and Garanti BBVA Online services.

- 7.2.5.** The Garanti BBVA Mobile service can be used by downloading the Garanti BBVA Mobile application from the electronic environment (Play Store or App Store), and its activation is carried out using the Ciframatic device used to access the Garanti BBVA Online service or by enrolling at the ATM by card and Application PIN. After activation/enrolment , authentication in Garanti BBVA Mobile will be performed by entering the Password (if the operating system of the device used for authentication does not present security risks).
- 7.2.6.** Garanti BBVA Online and Garanti BBVA Mobile are electronic payment tools with remote access, through which the Customer connects to the Bank's IT system through a secure electronic environment and views information about the account history, initiates payment operations or other types of operations . Through Garanti BBVA Online/Garanti BBVA Mobile, the Client can carry out electronic banking transactions, respectively: i) view accounts and balances; ii) payments in lei and foreign currency, intra/interbank; iii) currency exchanges between accounts iv) Scheduled orders; v) opening current accounts, setting up, modifying and liquidating term deposits or savings accounts; vi) direct debit operations; vii) recharge prepaid cards; viii) payment of the Bonus Card credit card debt; ix) cash advance in the account from the available withdrawal limit of the Bonus Card credit card; x) view the operation receipt (account statement) and send it to the e-mail address communicated in the relationship with the Bank; xi) other electronic banking transactions such as: checking transaction history, paying invoices, changing the password, logging into Garanti BBVA Online through Notifications on the mobile phone, setting the SMS Alerts option through Garanti BBVA Online, etc.
- 7.2.7.** The Bank may refuse or suspend the granting of the Garanti BBVA Online service and/or the Garanti BBVA Mobile service, without being obliged to justify its decision, with timely information to the Customer.

### **7.3. Trading Limits**

- 7.3.1.** The bank has the right to limit the amount or type of transactions carried out through the Garanti BBVA Online and/or Garanti BBVA Mobile service, for reasons of banking prudence.
- 7.3.2.** The value of the maximum and minimum trading limits (daily and per transaction) is specified in the document " *Standard rates and commissions for individuals* " and within the Garanti BBVA Online and Garanti BBVA Mobile services. A common transaction ceiling is established for both services.
- 7.3.3.** The client can request an increase in the standard transaction limits, for specific situations, following which the Bank, depending on the internal analysis of the request, will decide whether to approve the increase of the limits according to the received request. In order to comply with the increase request, it is necessary to fill out the dedicated form in any Bank agency.
- 7.3.4.** The customer can request the reduction of the standard transaction limits or the return to the standard limits, in any agency of the Bank, by completing a written request .
- 7.3.5.** In the case of payments with a foreign element, for which the legislation requires the completion/verification/presentation of certain documents, the Client undertakes to present these documents to the Bank immediately, the Bank reserving the right not to process the transaction until they are received in accordance with the regulations in force.

### **7.4. CARD**

- 7.4.1.** The customer agrees that the following provisions will apply to the use of the Card product.
- 7.4.2.** The card is the electronic payment instrument, equipped with contactless payment technology, with international use, issued under the MasterCard logo, through which the Client/User can use the funds available in the account associated with the card. In the case of the debit card, the Client/User can use the available funds in the current account associated with the card, with the exception of unauthorized Overdrafts. In the case of the Credit card, the Client/User can use up to the maximum credit limit approved by the Bank according to the relevant Contract.
- 7.4.3.** The card is the property of the Bank and can only be used by the Client/User, being non-transferable, liable to be given as a guarantee or for use by another person. At the Bank's request, the Client/User has the obligation to return the Card within 24 hours, or the Bank can authorize a third party to retain it on its behalf.
- 7.4.4.** The card is personally handed to the Client/User under security conditions. Otherwise, he will notify the Bank immediately. The PIN can be obtained in the manner agreed with the Bank provided in these General Terms and Conditions,

including by telephone activation, by calling the Customer Relations Service

- 7.4.5.** If the PIN is communicated in a sealed envelope, after receiving the PIN, the Client/User must memorize the PIN and destroy the address of the Bank that communicated the code. It is advisable for the Customer/User to change the PIN code during the first Card Transaction. Exceptionally, in the event that the PIN was not correctly retained, was forgotten or its confidentiality was compromised, the Client/User must notify the Bank in order to assign a new PIN code.
- 7.4.6.** The Customer/User has the obligation to make every effort to ensure the security of the card and the secrecy of the PIN, such as those provided below, but not limited to:
- to keep the Card carefully and not to reveal the specific identification information to another person (card number, card expiration date, CVC code, security code received via SMS, etc.);
  - not to lend or transfer the card to another person for use;
  - to ensure that during Card Transactions, the Card remains under his strict supervision and the entered PIN is not visible to other people;
  - not to reveal the PIN code to another person (not even to the Bank's employees) and not to leave it within the reach of other people;
  - not to write down the PIN code on the issued card.
- 7.4.7.** The Customer/User will sign the Card upon receiving it, in the special space reserved on the back of the card. The bank is not responsible for the refusal of an Acceptor to carry out an orderly transaction based on a card that does not have the signature of the Client/User.
- 7.4.8.** Through the Card, the Client/User has permanent access to the account associated with the Card 7 days a week, 24 hours a day, under the conditions of this chapter:
- The card can be used both in Romania and abroad, under the following conditions: for the payment of goods and services provided by Merchants who have displayed the Maestro/MasterCard logo and are equipped with electronic card payment terminals (POS/EPOS).
  - for obtaining cash from the counters of banking units that have displayed the Maestro/MasterCard logo;
  - for obtaining cash from ATMs displaying the Maestro/MasterCard logo, based on the PIN code;
  - at the Bank's ATMs, based on the PIN code, for the following types of operations: cash withdrawal, cash deposit into the Bank's own account or that of another customer; transfer of funds between own accounts or from one's own account to the account of another client of the Bank; Exchange; changing the PIN code; balance inquiry; viewing the transactions made; the option to update, delete or add a phone number.
  - for making transactions on the Internet or Mail Order/Telephone Order, if the card is active for making this type of transaction;
  - In the case of credit cards, the Client has permanent access, 7 days a week, 24 hours a day to the Credit Limit according to the provisions of the Credit Agreement agreed with the Bank.
- 7.4.9.** In the case of Card Transactions that require the signature of the Client/User, he will use the same signature as the one on the back of the card. The Client/User has the obligation to keep all the documents related to the Card Transactions in any situation, in order to verify how they were recorded in the account and to support a possible refusal to pay
- 7.4.10.** The Card transaction is considered authorized by the Client/User by his/her signature on the document indicated by the Acceptor and/or, as the case may be, by the Client/User entering the PIN code, the 3D-Secure Code and other identification codes and the security of the Card (eg: customer's name, first name, card number, expiry date, CVC), as well as the authentication of the transaction through the biometric procedure (fingerprint), operations that represent the consent of the Customer/User.
- 7.4.11.** The validity period is mentioned on the Card. The card can only be used until the expiration date, that is, until the last day of the month that appears on the card. If the Customer does not notify the Bank of the termination of this Agreement at least 60 days before the expiration date of the Card (including additional Cards), the Bank may issue a new card under the same conditions.
- 7.4.12.** The Bank can issue an additional Card to a individuals named User, indicated by the Customer in the request for issuing additional Cards, in compliance with the limits indicated by the Customer. The customer can ask the Bank to issue several additional Cards on his account. The Client is obliged to inform the User of all his rights and obligations according to this chapter. The Bank will automatically debit the transactions made with the additional Cards, as well as the commissions related to them, from the Customer's account.
- 7.4.13.** The provisions of this chapter relating to the Card also apply to additional Cards.

- 7.4.14.** Any reference to the Customer in this chapter also applies to the User with the following details:
- The User has the right to dispose of the amounts from the Client's account under the same conditions as he, but within the limits and conditions imposed by the Client, in compliance with the terms of the General Terms and Conditions.
  - The user has the right to be informed about the balance available in the account and to view the transactions arranged with the Card/Additional Card, without having the right to order transfers from the card account to other accounts (other than the payments that can be made with the Card at the ATM ) or the right to close the account;
  - The customer is the only one entitled to dispute a Card Transaction under the conditions provided below, with reference to the transactions made and/or ordered both on the basis of the Card and on the basis of additional Cards.
  - The Bank will be able to assign the User a PIN code, which will be distinct from the Customer's.
  - The Client is jointly and severally liable with the User for the Card Transactions carried out and/or ordered by the User, the Bank being exempt from liability for any damages caused to the Client.
- 7.4.15.** In the event of an emergency (the Card is lost, stolen, damaged, destroyed, blocked) or in the event of observing some elements that create suspicions regarding the possibility of copying the Card or knowing the PIN code by unauthorized persons, in order to block the Card urgently , the Customer/User is obliged:
- to immediately inform the Bank by telephone about the occurrence of any such situation at the Customer Relations Service, whose telephone numbers are indicated on the Card, in these General Terms and Conditions or written in the instructions delivered together with the Card, or displayed on the Bank's website [www.garantibbva.ro](http://www.garantibbva.ro) ;
  - to appear at the Bank as soon as possible to declare in writing the existence of such a situation;  
Until the Bank is notified of the loss/theft of the Card, the Customer is responsible for everything process of the payment unauthorized which result FROM the use A Card stolen/lost.
- 7.4.16.** The Bank will take all measures to block the use of the Card immediately after being informed by phone/in writing by the Customer/User of any of the situations mentioned above. The card for which any of these situations was announced can no longer be used, being blocked.
- 7.4.17.** If the Customer recovers the lost/stolen card after informing the Bank, he is obliged to immediately return it to the Bank, which will proceed to destroy the Card.
- 7.4.18.** At the Customer's written request or by phone call registered to the Customer Relations Service, the Bank can issue a new Card, only after he has notified in writing/by phone the occurrence of one of the situations mentioned above and requested the issuance of a new Card.
- 7.4.19.** In case of damage to the Card, the Bank can issue a new one to the Customer after he requests in writing to replace the Card and returns the damaged Card to the Bank.
- 7.4.20.** The costs of issuing a new card will be borne by the Customer and are provided in " *Standard rates and commissions for individuals* " .
- 7.4.21.** The card can be topped up by cash deposits at any unit of the Bank, by bank transfer to the account, by ATM or by other methods approved by the Bank.
- 7.4.22.** In the case of transactions carried out through ATMs, typing the PIN code represents the consent of the Client/User regarding the transaction, and he accepts that the deposits made to the account or through the ATMs are valid without a signature, being proven by the account statements, documents and the Bank's records.
- 7.4.23.** The customer authorizes the Bank to automatically debit his account with the amounts representing:
- the value transactions Inbox in the discount that being CARRIED with card CUSTOMER or in the the base elements of identification and safety of Card;
  - the amount of commissions and interest owed to the Bank based on these General Terms and Conditions.
- 7.4.24.** For transactions ordered by the Client/User in a currency other than that of the account associated with the Card or involving a currency conversion, the Bank will debit the account with the equivalent of the transaction and the related commissions, performing the currency exchange, as the case may be, at the valid Bank Exchange Rate on the transaction settlement date for Card Transactions. In the case of transactions ordered in Euros, the Bank's exchange rate valid for Card Transactions is calculated according to the NBR exchange rate valid on the debit date, adjusted with the margin specified in the document "Standard rates and commissions for individuals " . In the case of transactions ordered in a currency other than LEI or Euro, the Bank's exchange rate valid for Card Transactions is applied to the value received on the debit date from international card payment organizations, in the Bank's settlement currency for international transactions, and calculated according to the exchange rate of the NBR valid on the date of debiting adjusted with the margin specified in the document " *Standard rates and commissions for individuals* " . Information on exchange rates



is also presented on the Bank's website [www.garantibbva.ro](http://www.garantibbva.ro) or at the offices of the Bank's agencies.

- 7.4.25.** The authorization of the Card Transaction by the Client/User determines the immediate blocking by the Bank of the related amount in order to settle it in order to avoid using the same amount for performing other operations. The exception is the operations for which the Merchant/Acceptant bank does not request authorization from the issuing bank, and these operations will be debited from the account upon receipt of the settlement report. The amount blocked as a result of a Card Transaction will not be able to be unblocked by the Bank except with the prior confirmation of the Acceptor/the merchant Acceptor's bank certifying that the operation has not been completed and will not be sent for settlement or in the event that the transaction has an error visible in the Bank's system. An amount blocked following the approval of the Card Transaction cannot in any way be stopped from settlement because this represents the guarantee given to the Acceptor that he will collect his money for the amount issued by the ATM or for the services performed/goods sold by the merchant Acceptor at the date of the Card Transaction. The settlement of an amount is an operation carried out by the merchant Acceptor or his bank that requests the amount to be collected, sending the transaction made through the MasterCard organization to the issuing bank. The transactions can be settled by the Acceptors and after the automatic unlocking of the authorized amounts from the account to which the Card is attached. In these situations, the transactions will be debited from the account using any amount available on the settlement date, and the difference between the value of the transaction and the amount available from the account will be recorded as Unauthorized Overdraft. The Bank is not responsible for the settlement of transactions by Acceptants with an inappropriate transaction date (other than the date on which the respective operation was actually carried out) or with other inappropriate details of the transaction. In the event of an unauthorized Overdraft, the difference between the available balance of the account and the value of the Card Transaction, to which the penalty interest is added, constitutes a due debit starting from the date of registration of the respective transaction (hereinafter referred to as "Due Debt" ). The bank will charge a penalty interest for unauthorized overdrafts according to the document " *Standard rates and commissions for individuals* ". The penal interest will accumulate daily and is calculated on the corresponding number of days, for a year of 360 days. The due debt must be reimbursed to the Bank within a maximum of 10 days from the date of informing the Client. In case of unauthorized Overdraft, the Bank is fully entitled, without notification, without court intervention and without any other prior formality, to declare in advance the balance of the Card account as due and repayable immediately, together with the related interest and all other amounts owed to the Bank, being authorized by these General Terms and Conditions to block the use of the Card and to take over the available funds in the Client's accounts opened at the Bank, to settle the debit.
- 7.4.26.** In case of an unauthorized Overdraft, the amounts with which the account is credited will be used by the Bank in the following order: i) repayment of the due Debt; ii) settling the value of Card Transactions.
- 7.4.27.** The Bank has the right to refuse, without having to justify the refusal, the issuance, extension of validity or replacement of the Card/Additional Card.
- 7.4.28.** The bank can limit the number and/or value of transactions, as well as the number of unfinished transactions for a calendar period (day, week, month), the minimum/maximum amount allowed per type of operation being mentioned in the document "Standard rates and commissions for individuals" . The Bank is not responsible for any limitation applied by any Acceptor.
- 7.4.29.** The Bank has the right, and the Client agrees, for the Bank to use third-party subcontractors, processors authorized according to the law, who act as intermediaries in relation to it within the card payment system, for the production and distribution of Cards, account statements and for verifying authenticity The card and any data relating to the person of the Client/User.
- 7.4.30.** The Bank undertakes not to disclose to another person the PIN, other identification code and/or Password or any other similar confidential information regarding the Cards and will ensure the confidentiality of the information regarding the Customer and the Card Transactions arranged on the basis of the Card and additional Cards, with except for those information requested by the competent authorities, according to the law.
- 7.4.31.** The Bank will charge commissions for the issuance of Cards and for Card Transactions at the amount indicated in the document " *Standard rates and commissions for individuals* ".
- 7.4.32.** The Bank is not responsible for the impossibility of carrying out transactions with the Card by the Client/User for reasons independent of the Bank, including, but not limited to, the refusal to accept the Card by a commercial company or another third party, as well as any other events that cannot be controlled by the Bank under the conditions provided by the regulations in force.
- 7.4.33.** In accordance with the regulations of the international organization of MasterCard cards, in certain situations when

performing e-commerce Transactions, the 3D-Secure Code or the characters from the Password defined in the relationship with the Bank are not required, as follows: (i) Card enrolled in the merchant's application; (ii) payments with a low declared fraud rate, which the merchant decides and undertakes to accept unsecured, following its own analyzes on payment types and customer profiles; (iii) payments below the limit of 150 RON when there is a payment history with the same merchant; (iv) subscriptions to which the Card User previously subscribed.

## **7.5. BONUS program**

**7.5.1.** the bank may be GRANTED Customer/User the person physics, Bonuses for every Transaction with the Card.

**7.5.2.** The amount of the Bonus may vary, depending on the type, place and time when the Card Transaction is carried out. The list of Accepting Partners will be permanently displayed on the Bank's website. The bank can offer bonuses for Card Transactions with Accepting Partners/Accepting Partners, with the exception of cash withdrawal transactions, in accordance with the regulations of the ongoing Bonus Campaigns with the Accepting Partners, with which the bank has concluded contracts in this regard. The value of the bonuses, the period of validity and the places where they are granted, will be made known to the Client/User through advertising, promotional materials, the Bank's website, at the workplaces of Accepting Partners and/or through other means of communication. This clause will not be interpreted as creating an obligation for the Bank to organize campaigns or grant Bonuses.

**7.5.3.** The bonus is granted upon registering the value of the transaction as the use of available funds from the account and/or after fulfilling the conditions of the campaigns organized by the Bank, it being available for use after grant. In the the situation in the which The Customer/User identify in the STATEMENTS of account transactions incorrect executed, on which challenges them accordingly of this document, and the result of the appeal analysis is positive, or in the situation in which the conditions of the campaigns organized by the Bank were not respected by the Client/User, The bank will correct the amount of the bonus related to that transaction. If at the time of the correction, the bonus is no longer available, as a result of its use by the Client/User, the Bank has the right to recover it.

**7.5.4.** The bonus can be used for the purpose of purchasing goods and/or services at the Accepting Partners, allowing both the Client/User to purchase goods without paying in cash and to benefit from the Card's facilities. If the Card is renewed, the Bonuses will be transferred to the new Card.

**7.5.5.** During the period when the Card is suspended or blocked for any reason, the use of Bonuses is also blocked. In case of termination the contract, BONUS which not They are used WILL be withdrawn and cancelled.

## **8. PAYMENT SERVICES**

### **8.1. Payment orders**

**8.1.1.** Payment orders are executed by the Bank without any commitment on its part. In relation to the customer, The bank is ONLY which coordinates the operations propitious of this through network to of bed correspondents, in accordance with the rules and usages domestic and international. The operations thus ordered it execute on RISK and on the Customer's account.

**8.1.2.** For the payment of a Payment Order from the Customer's account, the date of the transaction will be considered the date on which the account is debited. For collections, the date of the transaction will be the one in which the Customer's account is credited.

**8.1.3.** The customer is responsible for completing the respective payment order, for its accuracy and correctness. The payment order must be clear, exact, complete, legally authorized, and must be completed using the Latin alphabet.

**8.1.4.** The payment order must include the following mandatory elements:

- identification of the Payer, by name and account (IBAN code of his account opened at the Bank);
- identification of the Beneficiary, by name and account (the IBAN code of his account opened at the receiving institution);
- identification (BIC) of the initiating institution;
- identification (BIC) of the receiving institution;
- the amount in figures, and in the case of paper payments and the amount in letters; if there are differences between the two amounts mentioned on the paper payment order, the amount in letters will prevail;
- the date of issuing the payment order, which must be unique, possible and certain;
- description of the payment (what the payment represents, message to the Beneficiary of the payment); in some cases (such as payments to predefined recipients, utility providers, for example) certain specific details are mandatory, such as: customer code established by the supplier, invoice number, etc.;
- the element or elements that allow the verification of the authenticity of the payment order by the Bank.

- 8.1.5.** In the case of payments made in relation to the State Treasury, the payment order will additionally contain the following mandatory elements:
- The Client's Personal Numeric Code for agency operations;
  - the fiscal identification code/CNP of the Beneficiary;
  - the number of the payment order given by the Customer;
  - references regarding the economic content of the operation;
  - in the case of budgetary obligations that require a special registration number, the Client will provide this number in the description of the payment.
- 8.1.6.** Mandatory elements of the payment order in the case of International Payments:
- BIC Banks UGBIROBU XXX );
  - Details regarding the Payer: name/surname, domicile (or official personal document number, identification number, place and date of birth) and the account number in IBAN format from which the payment amount must be debited; These details will be disclosed together with the Payment made, or in connection with the Payment made, to the Beneficiary Bank and any Intermediary/Correspondent Bank or other agent or service provider, not limited to SWIFT, which is involved in the execution of the Payment order ;
  - Details regarding the Beneficiary of the payment: the name of the beneficiary of the payment, the address of the beneficiary, the account number/IBAN of the Beneficiary (for payments within the EEA, as well as for other countries outside the EEA according to their legislation, the account number must be in IBAN format) or the national clearing code related to national payment systems that have not adhered to IBAN
  - the BIC of the payee's payment service provider or the name and address of the payee's payment service provider;
  - Payment details: amount in figures; amount in letters (only for paper payments) - if there are differences between the two amounts mentioned on the payment order, the amount in letters will prevail; description of the payment (what the payment represents, message to the Beneficiary of the payment);
  - Details about the transaction: description and code of the transaction from the BNR Guide (for resident payer and non-resident beneficiary) or the type of transaction (regardless of the residence of the payer and resident beneficiary);
  - The date of issuance, which must be unique, possible and certain;
  - Signature of the Payer.
- 8.1.7.** In the case of International Payments, the BNR rules regarding foreign currency operations must be respected.
- 8.1.8.** In the case of payment of the Bonus Card credit card debt through Garanti BBVA Online/Garanti BBVA Mobile and/or the Bank's ATM, the Customer must know the card number for which he is making the payment and enter the amount he wishes to pay. If the Customer does not complete the Payment Order clearly, accurately and completely, it cannot be processed, or its processing could be delayed. The Bank will not be liable for any loss arising in the circumstances described above, and the Customer will be liable for any loss and any additional charges that may arise due to the improper completion of the Payment Order.
- 8.1.9.** The Payment Order will be provided by completing the Payment Instructions form or using Garanti BBVA Online and/or Garanti BBVA Mobile or the Bank's ATM, or by any other method of sending the Payment Order that could be made available by the Bank subsequent. The Payment Order given in formats other than those accepted by the Bank can be processed by the Bank, but it will not be responsible for the refusal of processing or for any delay.
- 8.1.10.** In order to process payment orders, they must be sent through Garanti BBVA Online/Garanti BBVA Mobile/the Bank's ATM or submitted in original to the Bank. Only intrabank payment orders can be processed at the Bank's ATM.
- 8.1.11.** Payment orders issued in a different format than those accepted by the Bank may be subject to maximum payment amounts or other conditions that vary depending on the way in which the payment order is given. The Bank reserves the right to change any maximum payment amount, or other conditions, at any time, with prior notification to the Client according to the General Terms and Conditions. Details regarding such maximum payment amounts and other conditions are available at the Bank, regarding the Payment Order sent by Payment Instruction Form or by any other method that would be made available later by the Bank.
- 8.1.12.** In the event that the Payment Order contains a SWIFT Address of the bank / BIC that does not correspond to the name and/or branch of the respective Beneficiary Bank, the Bank will not have to detect or investigate any such inconsistency and may act in accordance with the Classification Code or SWIFT Address of the bank/BIC or the name and address of the Beneficiary Bank, or it may refuse to process the respective Payment Order. The Bank will not be held responsible for any loss suffered by the Customer or by any third party in such circumstances.

- 8.1.13.** The Customer declares and guarantees to the Bank that a Payment Order does not contravene applicable laws or legal regulations.
- 8.1.14.** The Bank may carry out reasonable investigations, including anti-fraud and anti-money laundering checks before accepting the Payment Order, and will not be liable for any delay in processing the Payment Order arising as a result of these investigations. If the Bank does not accept a Payment Order, it will inform the Customer of the reason, except for cases where information is prohibited by legal regulations.
- 8.1.15.** The Bank may, at its choice, use Intermediary/Correspondent Banks and/or clearing and settlement systems for the execution of a Payment Order. The Bank will decide when to use Intermediary/Correspondent Banks and/or clearing and settlement systems and which Intermediary/Correspondent Banks and/or clearing and settlement systems.
- 8.1.16.** The Bank is not responsible for the non-execution by SWIFT, or any other clearing and settlement system, the Intermediary/Correspondent Bank or the Beneficiary Bank of a Payment Made to a Beneficiary, or for any delay in making or receiving the Payment caused by or in connection with SWIFT - or any other clearing and settlement system, Intermediary/ Correspondent Bank or Beneficiary Bank.
- 8.1.17.** The Bank is not responsible for any delay that may occur as a result of the execution of a Payment if the date of receipt in the Bank or if the country of the payment currency is not a Working Day.
- 8.1.18.** Due to local banking practices in certain regions of the world, including but not limited to Africa, South America, the Caribbean and areas of the Middle East and Asia, delivery times and services may differ. The Bank is not responsible for any delay in receiving any Payment Made by the Beneficiary due to such local banking practices.
- 8.1.19.** The Bank is not responsible for the consequences of any delay in the processing or blocking of the Payment Order or Payments due to, or in connection with, investigations or other interventions of the Intermediary/Correspondent Bank related to anti-fraud, anti-money laundering and international sanctions checks. If the Bank refuses to execute a payment Order or initiate a payment operation, it must notify the Client, as soon as possible, regarding the refusal and, if possible, the reasons of the refusal, as well as the procedure for remedying any errors that led to the refusal, to the extent that the refusal is not due to the Client's failure to fulfill his obligations under the law, including the refusal to offer details/clarifications REQUIRED of banks Intermediation/Correspondents.
- 8.1.20.** The customer must take into account the Bank's processing time limit for each of the transactions ordered through Garanti BBVA Online and/or Garanti BBVA Mobile as mentioned in the section "Deadlines for receiving payment instructions" in " *Standard rates and commissions Individuals* " Physics ". Payment instructions received after the processing time limit will be considered received on the next Business Day.
- 8.2. Payment services for collections**
- 8.2.1.** To benefit from the Payment Services for Collections and for the Collection to be credited to the Account The customer must provide The following details of the payer The account in which it's going to be credited funds:
- currency and number of the Account in which the amount will be collected;
  - the name of the holder of the beneficiary Account, the number of the beneficiary Account (or IBAN) and the BIC of the Bank, in the case of Collections in the accounts of individuals.
- 8.2.2.** Details regarding the Bank's correspondent bank for Collections are available at the Bank upon request. The Bank will not be responsible or held liable in the event that any loss or delay occurs as a result of inaccurate or incomplete details provided during the Collection, or if the Collection is not processed as a result of such inaccurate or incomplete details.
- 8.3. Payment RECURRING**
- 8.3.1.** The customer can authorize the Bank to make periodic payments on his account by transferring certain amounts fixed TO DATA agreed, in the other Auditors of its or of OTHER customers (open TO the bank or TO other banks).
- 8.3.2.** Frequency of payments will be agreed between the client and the Bank (weekly, monthly, quarterly, semesterly, annual). On the agreed date, the account indicated by the Customer will be debited. If the agreed date is not a Day worker, the payment will be made in the Day lucrative next.
- 8.4. Deadlines Limit, Term of COMPLETION and Date Currency**
- 8.4.1.** The execution terms for the Payment Order/Payment Instructions as well as the Deadlines for receiving the Payment Instructions are provided in the document " *Standard rates and commissions for individuals* ", which is an integral part of this Contract.
- 8.4.2.** The Bank can execute a Payment Order only during the hours when it is open for activity on a Working Day, in compliance with the Deadlines. Deadlines are subject to periodic change and are changed especially on the days before legal holidays and other non-working days.



- 8.4.3.** If the Payment Made is in a currency other than the currency of the Account, a currency exchange will be necessary to ensure the balance necessary to make the payment, which may delay the processing of the Payment and increase the number of Working Days in the execution term
- 8.4.4.** The client declares that he has taken note of and agrees with the method of execution/cancellation of payments entered through of the Garanti BBVA Online and/or Garanti BBVA Mobile service as follows: a) payments also include inter-banking it is executed by the Bank immediately if the execution date of the operation is selected is the current one; if the execution date selected is a future one, the Customer can cancel the entered order, using in the this purpose SERVICE Garanti BBVA online, THE Late with a Day lucrative before of date execution; b) SWIFT payments are executed on the day the Payment Order is entered, if they were entered before 4:00 p.m .; if date of COMPLETION select It is one future customer may be cancel the order PUT THE Late with a Labor Day before the execution date, using the Garanti BBVA Online service for this purpose; c) operations of currency exchange, prepaid card recharge payments or invoices, its opening, modification cancellation of deposit or savings accounts, payment of credit card debt, is executed by the Bank immediate, free A there is possibility of A be cancelled.
- 8.5. Commissions and FEES for Services of The payment and Currency Billing**
- 8.5.1.** The Client agrees to pay the Bank the commissions and fees related to the Payment Services. fees Banks also include the fees applied by their correspondent bank regarding making Payments. The rates and the commissions charged will be those specified in the document " *Standard rates and commissions for persons physical* " available and TO head-quarters AGENCIES banks, with EXCEPT STATEMENTS in the which the bank and customer have AGREED in the written, in the mode separated, other rates/commissions.
- 8.5.2.** The Bank may also charge commissions for providing additional information regarding any Payment it makes in accordance with the Payment Order, but if the error was caused by the Bank, the additional information will not be charged. Examples of additional information that is commissioned include, but are not limited to, confirmation that a Payment Made has been credited to the Beneficiary's account.
- 8.5.3.** The Bank reserves the right to change the commissions and fees for Payment Services, or to introduce new fees at any time, with prior notice to the Customer by notifying him 2 (two) months before the changes take effect.
- 8.5.4.** For an International Payment made in an EEA currency, to a beneficiary bank in the EEA, the payer and the payee each bear the price charged by their payment service provider. As a result, the SHA option will be used exclusively.
- 8.5.5.** The Client authorizes the Bank to automatically debit any of his Accounts, with the exception of term deposit accounts - which can only be debited at their maturity - and accounts with special effects, with the value of any commissions and fees applicable and borne by the Client regarding to a Payment Made, even if this causes the respective Account to reach an unauthorized Overdraft.
- 8.5.6.** In the case of International Payments, the Client can choose, by choosing the OUR option from the Payment Instructions Form, to pay all the fees related to the execution of the respective payment order, including the Bank's fees, the Intermediary/Correspondent Bank's fees and the Beneficiary Bank's fees (if applicable), indicating this in the payment order. The client agrees that the Bank cannot inform him about the details of the fees that will be or could be applied by other banks.
- 8.5.7.** If an International Payment is not executed by an Intermediary/Correspondent Bank or Beneficiary Bank, for any reason, the respective Intermediary/Correspondent Bank and or Beneficiary Bank can deduct the respective fees (if applicable) from the amount of the Payment that is returned Banks.
- 8.5.8.** In case of a Collection, the Client authorizes the Bank to deduct the commissions and applicable taxes either from the amount of the respective payment, before it is credited to the Client's Account, or directly from the Client's Account.
- 8.5.9.** To make a Payment in a currency other than the Account's currency, a currency exchange will be required, subject to the Bank's variable exchange rates, in order to ensure a sufficient balance on the Account for the amount of the payment and the commissions and fees for the Payment Services.
- 8.5.10.** Regarding a payment Order for making a Payment in a currency other than the Account currency, if the Bank does not agree on an exchange rate with the Customer, the exchange rate used will be the Bank's Reference Exchange Rate that is valid at the time at which the payment order is processed by the Bank and, not necessarily, the Bank's Reference Exchange Rate at the time of receipt of the payment Order.

## **9. LIABILITY AND INDEMNIFICATION**

- 9.1.** The customer has acknowledged and agrees that, to the extent permitted by law, the Bank will not be liable for any loss arising as a result of:

- any non-performance, total or partial, or delays in the performance of its duties and obligations, caused by a natural disaster, fire, government or state action, war, civil disturbance, insurrection, embargo, interruption of telecommunications services, non-functioning of any IT system, power outage, labor disputes (of any nature and regardless of whether they involve the Bank's employees or not) or for any other reason or circumstance (whether or not similar in nature to any of the above), above control of the Bank;
  - the fact that the Bank does not act in accordance with any Payment Order, if there are insufficient funds available in that Account to process a payment order or if the payment order, if processed, would result in exceeding any applicable credit limits ;
  - any action, delay or error of a third party (including another financial institution) including, but not limited to, any refusal of an Intermediary/Correspondent Bank or Beneficiary Bank to execute or apply the Payment, or any measures taken by them to block the funds corresponding to the Payment, as a result of financial sanctions or any other legal, regulatory or other requirements that are applicable to them; and
  - the fact that the Bank does not act or delays in acting in accordance with a Payment Order if, in the Bank's opinion, the Payment Order, if processed, would result in a violation of any legal, regulatory or other requirements, including , without being limited to, requirements related to the prevention of money laundering or the prevention of fraud, or a potential security problem, or a disadvantage or material damage to the Bank.
- 9.2.** The Bank may take any measure it considers appropriate to fulfill any obligations related to the prevention of fraud, money laundering, terrorist activities or other serious crimes, and the provision of financial and other services to any person who would be subject to sanctions or about whom there is information that they could be involved in actions related to money laundering, terrorist financing, tax evasion. These measures may include, but are not limited to, investigating and intercepting Payments in and from the Account and carrying out investigations to determine if a person or associated jurisdiction is subject to sanctions. This may result in a delay or refusal to execute a Payment or the blocking of funds regarding a Payment Made or a Collection. The Client acknowledges and agrees that, to the extent permitted by law, the Bank will not be responsible or liable for any loss suffered by the Client or by any third party that occurred as a result of taking these measures.
- 9.3.** Before executing the Payment Order, the Bank may contact the Customer to confirm it and will not execute any such instruction until it obtains the respective confirmation. It is the Client's responsibility to be available for such confirmation. This confirmation procedure may result in a delay or non-execution of the Payment Order. The Client acknowledges and agrees that, to the extent permitted by law, the Bank will not be responsible for any loss suffered by the Client or any third party in such circumstances.
- 9.4.** The Client agrees that under no circumstances will the Bank be liable for any direct and/or indirect loss, including that suffered by the Client as a result of an action initiated by a third party.
- 9.5.** The Customer agrees to indemnify the Bank for all losses suffered or incurred by it and for all claims against the Bank, in connection with the Payment Services, provided that the Bank shall not be entitled to rely on this indemnification in respect of any loss or claim that can be attributed exclusively to fraud, willful or negligent non-fulfillment on the part of the Bank.
- 9.6.** If the Customer denies that he authorized a payment operation executed, the use of a payment instrument issued by the Bank is not necessarily sufficient to prove that the payment operation was authorized by the Customer or that he has acted fraudulently or has not respected, intentionally or through gross negligence, one or more of the obligations stipulated in this document.
- 9.7. The Bank's responsibility for unauthorized or incorrectly executed payment operations**
- 9.7.1.** The Bank will correct a payment operation only if the Customer notifies the Bank without delay justified, but no later than 13 months from the date of debiting, the fact that he found a payment operation unauthorized or INSTALLED incorrect or with delay (Written appeal).
- 9.7.2.** In case of an unauthorized payment operation, the Bank also has the following obligations:
- a) Money Back The customer the amount afferent operations of the payment respective unauthorized, immediately or the late at the end of the next Business Day, after finding out or being notified about operation, with EXCEPT CASE in the which It has STATEMENT reasonable to suspect that A former The Commission a fraud and communicate these reasons, in the written, authorities Nation relevant;
  - b) returns the debited payment account, in the situation in which it would have been found if the unauthorized payment operation had not It be performed, if It is the case;
  - c) it is ensured that the crediting currency date for the Customer's payment account is not later than the date on which

the amount A was debited.

- 9.7.2.1** If a payment order is initiated directly by the payer, the Bank is liable to the payer for the correct execution of the payment operation, with the exception of the case where the Bank can prove to the Client and, if applicable, to the payment service provider of the payee, as the payment service provider of the beneficiary of the payment received the amount that is the object of the payment operation, the amount of the payment operation being credited to the account of the payee's payment service provider, until the end at the latest next days lucrative (deadline may be prolonged with a Day lucrative for the operations of the payment initiated on paper). In the latter case, the payment service provider of the payee is responsible face of BENEFICIARY Billing for execution correct A operations of the payment.
- 9.7.2.2.** If the Bank is responsible for the non-execution or incorrect execution of the payment operations, it reimburses the payer, without undue delay, the amount that is the object of the unexecuted or incorrectly executed payment operation and, if necessary, restores the debited payment account to the state in which it would have found out if the incorrect payment operation had not taken place. The date of crediting the payer's payment account cannot be later than the date on which the amount was debited.
- 9.7.2.3.** If the payment service provider of the payee is liable to the payee for the incorrect execution of the payment operation, he immediately makes available to the payee the amount that is the object of the payment operation and, if necessary, credits the corresponding amount to the payment account of it. The currency date of crediting the payee's payment account cannot be later than the currency date that the amount that is the object of the payment operation would have had, if it had been executed correctly.
- 9.7.2.4.** If a payment operation is executed late, the payee's payment service provider ensures, at the request of the Bank, acting on behalf of the Client, that the currency date of crediting the payee's payment account is the latest currency date on which would have had the amount that is the object of the payment operation, if it had been executed correctly.
- 9.7.2.5.** The bank makes, upon request, and at no cost to the payer, immediate efforts to identify and track the payment operation and to notify the payer of the results, in the case of an unexecuted or incorrectly executed payment operation, in which the payment order the payment is initiated by the payer.
- 9.7.2.6.** The bank is liable to the users of its payment services for all the commissions for which it is responsible, including any interest applied to the users of its payment services as a result of the non-execution or incorrect execution, including late execution, of the payment operation.
- 9.7.3.** Reimbursements for payment operations initiated by or through the payee
- 9.7.3.1.** payer It has the right TO reimbursement FROM part Bank A of a operations of the payment APPROVED initiated of or through a beneficiary of the payment, which has already been executed, if they are fulfilled cumulatively next conditions:
- a) the authorization does not specify, at the time of its issuance, the exact amount of the payment operation;
  - b) the amount of the payment operation exceeded the amount that the payer could have reasonably expected, taking into account the profile of previous expenses, the conditions of the framework contract and the relevant circumstances for the respective case.
- 9.7.3.2.** At the Bank's request, the payer is responsible for proving the fulfillment of the previously mentioned conditions;
- 9.7.3.3.** The refund consists of the total amount of the executed payment operation. The crediting currency date for the payer's payment account is the date on which the amount was debited.
- 9.7.3.4.** In order to benefit from the right to reimbursement provided in the previous paragraph, the payer cannot invoke reasons related to currency exchange operations, if the Bank Exchange Rate has been applied.
- 9.7.3.5.** The customer is not entitled to any refund if:
- a) the payer expressed his consent to execute the payment operation directly to the Bank;
  - b) if applicable, the information regarding future payment operations has been sent or made available to the payer, in the agreed form, at least 4 weeks before the due date, by the Bank or by the beneficiary of the payment.
- 9.7.3.6.** The payer can request reimbursement for an authorized payment operation, initiated by or through a payee, within 8 weeks from the date the funds were debited.
- 9.7.3.7.** Within 10 Working Days of receiving the reimbursement request, the Bank either reimburses the entire amount of the payment operation, or justifies the refusal to reimburse the amount, indicating the bodies that the payer can contact if the payer does not accept the justification offered.
- 9.7.3.8.** The Bank's right to refuse reimbursement, after the completion of the 8-week period from the date on which the funds were debited, does not apply in the case of direct debits provided for in art. 1 of Regulation (EU) NO. 260/2012.
- 9.7.4. Customer's responsibility in case of using a lost, stolen or used payment instrument Right**

- 9.7.4.1.** If the payer did not act fraudulently, he does not bear any financial consequences which result FROM the use A instrument of the payment lost, stealing or used free Right in the either one FROM next situations:
- a) the loss, theft or unauthorized use of a payment instrument could not be detected by the payer before making a payment;
  - b) the loss was caused by an action or lack of action by an employee, agent or branch of a payment service provider or an entity to which activities were outsourced;
  - c) after notifying the Bank, without undue delay, as soon as it becomes aware of the loss, theft, unauthorized use of the payment instrument or any unauthorized use thereof;
  - d) if the Bank does not require a strict Customer Authentication;
  - e) in the EVENT in the which the bank not put TO mood the means SUITABLE which to ALLOW notification in the anything TIME A A instrument of the payment lost, stealing or used free Right.
- 9.7.4.2.** If the payee or the payment service provider of the payee does not accept authentication strict A customers, this Money Back injury financial RISE Banks.
- 9.7.4.3.** The payer may be obliged to bear the financial consequences related to any payment operation unauthorized which result FROM the use A instrument of the payment lost or stealing or FROM usage free Right A to him, in case the payer did not act fraudulently and did not intentionally violate his obligations of A use the tool of the payment in the conformity with the clauses which regulates issuing and use of him and/or of a notify the payment service provider or the entity designated by him, without delay unjustified, as soon as it becomes aware of the loss, theft, unauthorized use of the payment instrument or of any other use unauthorized by him. This one provision not applicable in the the situations mentioned at LIT a), b) and (c) d) and e) FROM paragraph of May up.
- 9.7.4.4.** The payer bears all losses related to any unauthorized payment operation if these losses results from fraud or non-compliance, intentional or due to gross negligence, of the obligations to use INSTRUMENT of the payment in the conformity with TERMS which regulates issuing and the use ITS and/or of A notify PROVIDER of services of the payment or entity appoint of this, free delay unjustified, as soon as he becomes aware of the loss, theft, unauthorized use of the instrument or payment or any other use unauthorized A this one.
- 9.7.4.5.** The assessment of the payer's liability is made taking into account, in particular, the nature of the security elements CUSTOM of the payment instrument and the situations in which it was lost, stolen or used without Right.
- 9.7.4.6.** In case of damage, theft, loss or destruction of the Ciframatic device or the device mobile through which Garanti BBVA Online or Garanti BBVA Mobile is used or in the case uSE unauthorized A instrument of the payment, customer will call, of soon what the takes knowledge and free delay unwarrantable service of Relations Customers, FOLLOWING that the bank to Bloch immediate access customer until TO correction/clarification the situation.
- 9.7.4.7.** Until the moment the Client communicates the respective event, he is responsible for all the obligations of the executed operations. The Client's responsibility is full if proves that he acted fraudulently. In the event of the events mentioned above, The customer will inform the Bank and request a new Ciframatic device, respectively a new set of Elements security personalized, FOLLOWING that these to OR Answered FROM either one branch/agency A Banks.
- 9.7.4.8.** The customer will comply with at least the following security requirements when accessing Garanti BBVA Online or Garanti BBVA Mobile:
- must not divulge (including Garanti BBVA employees) Personalized security elements such as are the unique identification code, the Password, the Ciframatic's PIN, the authentication information displayed through INTERMEDIATE option of Notifications on PHONE mobile or either one other element of security transmit by the Bank for secure authentication in Garanti BBVA Online and/or Garanti BBVA Mobile, of also to keep confidential dATES personal;
  - to not ALLOW usage DEVICE Ciphematic of by other people;
  - PIN The cipher or Password not must to contain element Easy EARMARKABLE of by other people (ex. day of birth or digits identical or consecutive);
  - to protect the device used to authenticate in Garanti BBVA Online and/or Garanti BBVA Mobile by using specific anti-virus / anti-malware security programs;
  - not to open attachments and/or e-mails received from unknown sources;
  - to check at each login if the security image displayed inside the application coincides with the image he selected. Also check if the records regarding the date and time of the last access are in accordance with the dates of the last login in the application. If there is any inconsistency, the Customer is obliged to immediately contact the Customer Relations Service.
  - to comply with the warnings and/or additional security recommendations sent by the Bank through electronic means



of communication (e-mail, SMS, fax, in the inbox of applications, etc.), by telephone or by written means;

- not to authenticate through mobile devices that use modified operating systems. The presence of changes to the operating system may cause the Bank to require the user to take additional security measures when he logs into the Garanti BBVA Mobile application, or if the security risk is high, it may cause access to the Garanti BBVA Mobile application to be blocked;
- to periodically consult the security recommendations displayed on the Bank's website, in the section intended for digital channels;
- Garanti BBVA will never ask the Customer for personal information by e-mail .

**9.7.4.9.** The responsibility for fulfilling these measures rests with the Customer. The Customer also has the obligation to notify the Bank, without undue delay, as soon as it notices any malfunction or error in the use the Garanti BBVA service Online and/or Garanti BBVA Mobile by calling the Relations Service Customers.

**9.7.4.10.** The customer can ask the Bank for the temporary and/or partial blocking of some other categories of transactions than those related to card operations or of some accounts used to make payments through the Guarantee BBVA Online and/or Garanti BBVA Mobile. In the this purpose customer will fill a DEMAnD written in the any BBVA Garanti agency. The same procedure will be applied in the situation where The customer wants the unlock THESE categories of transactions or accounts.

**9.7.4.11.** the bank It has the right to Bloch INSTRUMENT of the payment FROM STATEMENT foundation in the mode objective, RELATED operational security and/or a suspicion of its unauthorized or fraudulent use. In the this situation, the Bank will contact the Client as soon as possible through means of electronic communication (e- mail, SMS, etc.), by phone or by written means (post/ courier). The customer will be contacted by means of communication recorded in the the system INFORMATION of Bank and use of this in the the relationship with The bank. provisions not it apply in the situation where the provision of such information could not be considered acceptable, for reasons of security, objectively justified or if such information is prohibited by other provisions Helpful of RIGHT internal or of RIGHT UnIon European.

**9.7.4.12.** The Bank is not responsible for any damage or damage, of any nature, suffered by the Customer (with the exception of proven cases of violation, in bad faith or due to serious negligence of the Bank, of LIABILITY assumed) generated of one or May many from CAUSES specified May down:

- if the Customer is prevented from using the Garanti BBVA Online or Garanti BBVA Mobile service at any time due to technical problems, such as: interruption or suspension of the Internet connection, incorrect operation of any physical components of the Customer, incorrect operation of any facilities communication provided by the Bank or to the Client by third parties or if the information received by the Client is incorrect, incomplete, delayed as a result of such an interruption or defect;
- interruption, failure or delay to or in connection with the Garanti BBVA Online service or
- BBVA Mobile guarantees, when these interruptions, defects or delays are due to events that are beyond the Bank's control;
- this is the result of the violation of these GTC, from an action or omission of the Client, including non-compliance with security and confidentiality rules;
- as a result of an unauthorized/fraudulent access or use of the service from the home or through the Client's fault;
- as a result of the occurrence of force majeure situations that affect the execution of the Bank's obligations.

**9.7.4.13.** Also, the Bank is exempt from liability for the operations ordered by the Users appoint by Client, considering that the designation a User It is the responsibility exclusively A the customer.

**9.7.4.14.** The customer is authorized to use the Garanti BBVA Online service or the Garanti BBVA service Mobile no more personally, having LIABILITY of A not Enable access OTHER people.

**9.7.4.15.** The client will respect the confidentiality of all information received or transmitted in connection with using the Garanti BBVA Online and/or Garanti BBVA Mobile service and will ensure that the device Ciframatic is not used by a third party; otherwise, the Client understands that he assumes responsibility for all operations thus executed. The customer is responsible for his own storage confidentiality CODE of identification, A passwords, A Pin's The cipher AS and of any other personalized security elements provided by the Bank for the fulfillment of the procedure Login strict in the applications.

## **10. CONSENT**

**10.1** A process of the payment It is considered authorized if previous customer and expressed consentfor execution

operations of the payment.

**10.2** customer and the bank are of agree that operation of the payment it CONSIDERATIONS authorized if customer and expressed consent as follows:

- In the case of operations performed at the counter - by signing the payment/collection document;
- In the case of operations that can be carried out through the Customer Relations Service - by providing personal identification data (name, date of birth, place of birth, telephone number, CNP) and the Password defined in the relationship with the Bank;
- In the case of operations carried out through Garanti BBVA Online, by entering in the payment validation screen, the dynamic code generated by Ciframatic associated with its details, or by confirming the session data (session name, timestamp and the browser from which the login is attempted) transmitted in the Garanti BBVA Mobile application.
- If the Customer does not have the Garanti BBVA Mobile application installed then you will be able to authorize the payment using the code generated by Ciframatic or the code received via SMS to the phone number registered in the system Banks. When entering the wrong PIN code five times on the Ciframatic keyboard, the device will block. For unlocking DEVICE Ciphematic customer it present in any Bank agency for completion of a requests. Upon introduction three times wrong a the code of generated accessby Ciframatic on the Bank's authentication site, the Garanti BBVA Online or Garanti BBVA application Mobile freezes. For unlocking, the Client will present himself at any Bank agency, in in order to complete an application. The customer can reset the authentication password of the Garanti BBVA service Online or Garanti BBVA Mobile by contacting the Customer Relations Service or by completing the form a request in the either one agency A Banks;
- In the case of operations carried out through Garanti BBVA Mobile, it will only be necessary to use Ciframatic for the first authentication, thereafter. In the case of operations carried out through Garanti BBVA Mobile, only the first authentication will require the use of the Ciframatic, afterwards the possession factor from the Strict Authentication will be taken over by the Customer's device, it being only necessary to enter the password in the authentication screen of the application, if the device used for access does not presents security risks that also require entering the code generated by Ciframatic;
- In the case of transactions carried out with the Cards, by the Client/User signing the document indicated by the Acceptor and/or, as the case may be, entering the PIN, the 3D-Secure Code or any personal identification codes (customer's first name, customer number card, expiry date, CVC and strict authentication (biometrics) in the case of transactions where the Card is not physically presented;
- In the case of ATM operations, by inserting the Card and typing the PIN code.

**10.3.** In the absence of consent expressed in one of the forms described above, the payment operation is considered that being unauthorized.

#### **10.4. Conditions of withdrawal A consent/ dismissal Consent**

**10.4.1.** When The order of the payment It is accepted of by the bank to enforcement, that Order of the payment BECOMES irrevocable, with the exception of direct debits (Direct debit and Standing Order), and/or payment orders with of subsequent execution, which can be revoked by the Client based on the Beneficiary's agreement, no later than END day lucrative which forego day ESTABLISHED for the payment. In the This one situation, the bank not will be responsible for the inability or failure to fulfill such a request, and the Customer will bear it any fees/commissions of the Intermediary/Correspondent Bank and any other fees that may appear in link with also request inclusive loss result FROM EXCHANGE currency.

**10.4.2.** The client can withdraw his consent at any time, but not later than the moment of receipt ITS of by The bank, when it becomes irrevocable.

**10.4.3.** The consent expressed for the execution of several future payment operations can be withdrawn, as follows anything process of the payment future to OR considered unauthorized.

**10.4.4.** If the payment operation is initiated by or through the Beneficiary of the payment, the Client cannot revoke the payment order after its transmission or after expressing his consent execution of the payment operation to the Beneficiary of the payment, with the exception of a direct debit and without bringing infringement of reimbursement rights, when the revocation can be done at the latest at the end of the working day which forego day convenient for CUT the funds.

### **11. OPERATIONS PERFORMED BY THE BANK ON THE CUSTOMER'S ACCOUNT WITHOUT THEIR ACCEPTANCE**

**11.1.** The Bank will be able to carry out any operations in the Client's accounts without the prior consent of the Client, with

with the exception of time deposit accounts - which can only be debited at maturity - and accounts with affectation special, in the view settlement LIABILITY the customer, in the next cases: a) Overlap not authorized by the balance; b) the existence of due debts of the Client, arising from credit contracts ended between the Client and the Bank, regardless their nature; c) the existence of any amounts (such as but without a is limited to, commissions, fees, fees, expenses of any kind) owed by the Customer to the Bank, arising from contracts concluded between the Bank and the Client; d) the existence of commissions/expenses owed to the Bank or banks correspondence in the case of foreign currency payments ordered by the Client and/or made on his behalf; e) upon request organs in right, including for seizures, sequestrations and other measures for payment of the due amounts the state budget, of those with established destination by laws, decrees, DECISIONS gOVERNMENT or other REGULATIONS legal, AS and A THE ESTABLISHED through court or arbitration decisions that have become enforceable or any other enforceable title. **The bank can suspend, at the request of the authorized institutions, performing some operations and can cancel any amounts for the establishment REALITY the account.**

**11.2.** Also, the Bank will be able to carry out any operations in the accounts without the prior consent of the Client it, with the exception of term deposit accounts - which can only be debited at maturity - and a accounts with affectation special, and in the next cases:

- cancellation of payments/receipts, in the case of fraud or errors, reported/confirmed including by messages received by the Bank through a secure banking channel from other banks, in connection with certain amounts of money with which have) former credited/debited account(s);
- other situations provided of law.

**11.3.** If the Client has funds in accounts in currencies other than that of the amounts due and owed to the Bank, the Bank is authorized to make currency exchanges necessary to obtain the funds in currency sums maturity and due, using courses of Change of Banks.

## **12. COMMISSIONS, OTHER THAN THOSE RELATED TO PAYMENT SERVICES**

**12.1** For the operations carried out in the name and in the accounts of the Client, the Bank will charge commissions. If there is no special agreement between the Bank and the Client regarding expenses and commissions, the Bank will charge the expenses and the commissions provided in "*Tariffs and standard commissions for individuals*", valid at the time of the operation.

**12.2** Certain transactions involving the participation of other banks may generate additional costs, which will be CHARGED separated from by Client.

**12.3** The bank can apply lower rates during promotional campaigns, following the termination of these campaign to it return to "*Rates and commissions standard people physical*".

**12.4** The bank can change the level of fees and commissions. Changes will be notified by the Bank by display in the Bank's territorial units or on the Bank's website or by any other means (e-mail, extract from account etc). Customers will be notified at least 2 months before their entry into force, through a written notification and/or through electronic means of communication (e-mail, SMS, the inbox of the Garanti BBVA Online or Garanti BBVA Mobile applications, etc.). In all cases, modifications it WILL effect with COMPLIANCE provisions legal. In the the situation in the which not It is of agreement with changes, anything Client It has the right to report unilateral the present contract.

## **13. INTEREST**

**13.1.** customer will owe and payment iNTEREST penalty for anything hip debtor of A account, in the lackof provision contrary. These iNTEREST it WILL calculate for all period in the which the account It is debtor, until TO reimbursement integral A AMOUNT so due.

## **14. CHARGE OF PAYMENT**

**14.1.** If the Client makes insufficient payments or deposits to cover all amounts due at that time, including, if applicable, in relation to different services and products, the Client accepts that the payments or deposits will be allocated according to the rules established by the Bank. If there are imputation rules in the specific contracts (eg credit contracts), they will apply to the payments allocated to the respective contracts.

## **15. ACCOUNT STATEMENT**

**15.1.** extracts of account, inclusive the related transactions with Card/Additional Card, are AVAILABLE TO AVAILABLE To the customer, once a month, free of charge TO headquarters Bank and ever through INTERMEDIATE applications Garanti BBVA Online/Guarantees BBVA Mobile, and WILL INCLUDES the details transactions AS and the value FEE and A interests due.

**15.2.** The customer can at any time generate the account statement related to the operations performed (for which they can

be issued account statements) at no cost. The account statement can be sent to the e-mail address communicated in relation to the bank or on a nine Address ESTABLISHED of Client through INTERMEDIATE services Garanti BBVA Online.

- 15.3. The payment account statement contains information about the payment order number (reference), the amount payments, exchange rate (in the case of currency exchange operations), processing date. Regarding the related commission payments, customer will have TO mood a extract account distinct.
- 15.4. Upon receiving the statement, the Client has the obligation to check and notify the Bank within 10 days workers, with look TO anything BUGS notified. In the EVENT in the which, the account customer A former creditor with undue amounts, he has the obligation to return the respective amounts within a maximum of 10 days after receiving the statement of account or of TO receipt of a Notifications in the this sense FROM part Banks.
- 15.5. If in the term of 13 months calendars of TO date making operations in the account, The Customer/User or the Power of Attorney does not notify the Bank in writing of any errors or omissions found regarding the operations performed, the balance and the operations from the account statement of the current account are considered accepted implicit.
- 15.6. If FAILURE to product FROM fault banks, This one will TO rectify the amount free AGREEMENT the customer.
- 15.7. The Bank will not be responsible for misunderstandings/errors/losses arising in the case of communication with the Client via phone, fax, electronic means (e-mail, inbox, etc.) or post.
- 15.8. If, after checking the account statement, the Client/User finds Card Transactions considered not to have been ordered, or discrepancies between the transaction receipts and the account statement, it will notify the Bank in writing within 30 days from the date of issue of the statement, but no later than 13 (thirteen) months from the date of the transaction, provided there is a justified delay. Thus, the Client/User will use the form provided by by The bank will transmit Banks an Appeal written, as well as anything other information/ document ADDITIONAL which I support the appeal.
- 15.9. If the contested transactions were carried out with an additional Card/Card, the appeal must also be signed by the User.
- 15.10. The Bank will analyze the appeal and inform the Client about the status and/or the way to resolve the appeal within 15 working days and in accordance with the legal provisions in force. If the answer cannot be given within 15 working days for reasons beyond the Bank's control, the Bank will send the Client a provisional answer indicating the reasons for the delay and the maximum deadline for resolving the appeal. In any case, the deadline for receiving the final answer does not exceed 35 Working Days.
- 15.11. The Bank may request any supporting documents regarding the Card Transactions, including in relation to the objections to the Card Transactions, when it deems necessary. Otherwise, the Bank cannot be responsible for the non-resolution or late resolution of the appeal submitted by the Customer.
- 15.12. The specific procedures and terms of the international card organization will be applied when resolving the dispute.
- 15.13. If, after the refund of the disputed amount/s, it is established that the amounts of the transactions are the responsibility of the Client, they will be debited from the Card/from the Client's account. If the complaint made by the Client/User is unjustified/unfounded, the unjustified refusal to pay commission will be charged according to " *Standard rates and commissions for individuals*".
- 15.14. If the Client's appeal is considered unjustified, the Client can address the competent authorities.
16. **THE BANK'S RIGHT TO SUSPEND THE EXECUTION OF ITS OBLIGATIONS**
- 16.1. The bank can suspend the execution of his obligations, notifying the Client in this regard, in writing, in the situation non-payment on time of payment obligations by the Client towards the Bank, in the situation in which it is found making fraudulent transactions or if the Bank deems this necessary for the Customer's safety; The bank reserves the right to restrict access to the account and may suspend the use of the payment instrument electronically from the moment when the Customer's account opened with the Bank is ordered to be unavailable, accordingly the legal provisions in force. The suspension will last until the termination of the cause that triggered it, with notification The customer in this sense.
17. **TERMINATION OF THE CONTRACTUAL RELATIONSHIP. WAIVER OF RIGHTS OR BENEFITS OF THE TERM**
- 17.1. The relationship CONTRACT with look TO products and services TO in the the base THIS Contract may be stop in conditions of May down:
  - through AGREEMENT parties;
  - TO initiative To the customer: a) this notify in the written banks, with the little bit 30 of days in the beforehand, INTENTION to of TERMINATION A contract and lodge TO the bank all cards ISSUED (including additional



Cards), except for cases where they are no longer in his possession (they were declared stolen, lost, were retained at the Bank's request) or, in case of renouncing the BBVA Guarantee service Online, the Ciframatic device; to date the receipt/registration of the notification of termination of the contract of Card, the bank block all cards released, and in the EVENT Garanti BBVA Online and Guarantees BBVA Mobile block the access. b) in the situation provided for in paragraph 21.4, if he does not agree with the changes, the Client has the right to unilaterally terminate this Agreement, without any additional cost, notifying the Bank to this effect before the 2 (two) month deadline, with the exception situations in which his accounts are unavailable; (c) in the case of contracts concluded at a distance for products/services, by notifying the Bank within 14 calendar days from the conclusion of the contract, without penalties and without having to cite any reason. The customer will pay the amounts owed to the Bank before the termination takes effect.

- at the Bank's initiative:
    - a) The Bank notifies the Customer in writing of the termination of the contract with a notice of 2 (two) months before termination, by e-mail to the e-mail address communicated in the relationship with the Bank and/or by registered letter to the last address communicated of the Bank's Client and, in case termination of the contract of Card, blocks all Cards issued, and in case of termination of the contract regarding Garanti BBVA Online and Garanti BBVA Mobile services, blocks the services in question.
    - b) The bank can decide to close a account if no movement has been registered on the account for 12 (twelve) months, notifying in this regard on the account holder by registered letter to the last address communicated by him Bank or by any other method agreed with the Client (email), giving him a notice period of 15 days of TO date notifications.
- 17.2.** The Bank may decide at any time to declare the early maturity of the Client's obligations, to terminate any relations with the Client, to terminate any contract concluded with the Bank and/or to close his accounts, being able to request the transfer or withdrawal of available funds, in any of the following situations, these representing significant violations of the Client's obligations, from the Bank's perspective:
- Supply of information incorrect, incomplete, false or non-presentation of requested data, documents and information;
  - in the event that, after opening the accounts, the Bank has suspicions regarding their use in the way illegal or for activity infractions (ex. operations of WASH A MONEY or of financing A terrorism, etc.) including, without limitation, the situations in which on the role of criminal judicial bodies or others the courts of judgment there is FILES criminal in the link with these facts;
  - the bank identify a risk reputational or legal ca result A continue the relationship CONTRACT with the customer;
  - customer A tangled in the mode serious or repeated the obligations OFFERED face of the bank in the the base THIS Contract;
  - retreat any from authorizations TO of Client Bank through the present Contract; or
  - No update dATES PERSONAL in the term of 30 days of TO the modification their or in the 30 days of TO notification received from the side Banks;
  - in the situation where the client is suspected of direct or indirect involvement in carrying out operations that violate legal provisions related to the prevention and combating of money laundering and terrorist financing or there are reasonable suspicions or reasons regarding the violation of the regime of international sanctions and/or money laundering and /or the financing of terrorism and/or fraud.
- 17.3.** In any of the situations provided above, the Bank can notify the Client in writing about the declaration of the anticipated maturity of the Client's obligations and the termination of contractual relations, after which all contracts concluded between the Bank and the Client will be considered terminated, without the intervention of any court. As an exception, accounts that are accompanied by deposits and/or commitments to the Bank will not be closed. Where there are special provisions in other contracts signed by the Client with the Bank, those special conditions will apply, regarding the situations in which the Bank can terminate/terminate the respective contracts.
- 17.4.** Upon closing the accounts in any of the cases provided above, the Bank may terminate with immediate effect, without prior notification, the contracts regarding the products attached to the current account (BBVA Online Guarantee, BBVA Mobile Guarantee, Card). Also, the Client must hand over to the Bank the documents received from it (cheques, other payment documents, etc.).
- 17.5.** If the existing available in the accounts is composed of currency fractions that cannot be withdrawn or transferred by the Customer in the existing monetary units, the Bank will have the right to debit the account with this value, and then it will be able to close the accounts.

- 17.6.** The right to action for the restitution of the creditor balance resulting from the closure of the current account is prescribed within 5 years from the date of closure of the current account. If the current account was closed at the initiative of the Bank, the limitation period is calculated from the date on which the Customer was notified.
- 17.7.** Cessation of the supply of the product/products in any way does not affect the Bank's right to fully recover the amounts owed by the Customer, as well as those due as a result of transactions carried out through electronic payment instruments, prior to the date of cessation of the supply of the product.

## **18. communications**

- 18.1.** The communications addressed to all Customers for the provision of some information will be considered made by posting at the headquarters of the Bank's agencies and/or on the Bank's website [www.garantibbva.ro](http://www.garantibbva.ro).
- 18.2.** The notifications addressed to the Client by the Bank will be made by any of the following: by post/courier/personal delivery; by fax; by email; by SMS; through the Garanti BBVA Online or Garanti BBVA Mobile i inbox where the Customer can view, save and print account statements, changes to the CGA or specific contracts and any other documents and information.
- 18.3.** The notice shall be deemed to be correct addressed and received by the Client, if it was communicated/shipped to the last address communicated by by Client The Bank, to the e-mail declared in the relationship with the Bank or to the indicated telephone number. Notification by post/courier will be considered received, if the bank have a document of shipment confirmed by the post offices or by a company with courier or mandate activities postal. Notifications will be considered received at the time of transmission, in the case of transmission by e-mail, through the inbox of Garanti BBVA Online or Garanti BBVA Mobile and/or SMS .

## **19. PROVISIONS REGARDING PAYMENT INITIATION, ACCOUNT STATUS INFORMATION AND BALANCE AVAILABILITY CONSULTATION SERVICES THROUGH THE DEDICATED INTERFACE**

### **19.1. service of initiation A Billing**

- Through the dedicated interface and a PSIP, the Client can initiate payment orders from an Account pay open from this to The bank, if this account is accessible through Garanti BBVA Online and Garanti BBVA Mobile.
- For each payment initiated through the dedicated interface, the Client's consent is required, granted in the conditions of Strict Authentication, using the same payment validation methods available through Garanti BBVA Online and/or BBVA Mobile Guarantee. The consent process for the two services It is mentioned TO Art. 10.
- After Carried orders of the payment, customer not may be revoke consent for the order of the payment initiated through the payment initiation service provider, with the exception of recurring or introduced payments with the date of processing future

### **19.2. service of information with look TO Auditors**

- Through the dedicated interface and a PSIPC, the Client can request from the Bank information about the Payment Account opened by him at the Bank, respectively account details, balance and the history of transactions made.
- To obtain information through the dedicated interface and the Account Information Service Provider, the Client will use the same strict authentication methods used for access to Garanti BBVA Online and/or Garanti BBVA Mobile.
- In order to benefit from this information, the selected account must be accessible online, that is, it must be viewable including through the Garanti BBVA Online and Garanti BBVA Mobile services.
- For requests for information about accounts, the Client's consent is required, granted under strict authentication conditions, available through Garanti BBVA Online and/or Garanti BBVA Mobile. The process of granting consent for the two services is mentioned in art. 10.

### **19.3. service of confirmation availability fund**

- At the request of a payment service provider that issues card-based payment instruments, the Bank will immediately confirm to the provider, through the dedicated interface, if an amount required to execute a payment operation based on the use of the card is available in the Payment Account accessible online.
- To activate the funds availability confirmation service and to allow the transmission of related information through the dedicated interface, the Client will express his consent by completing a written request in any of the Bank's agencies.
- By granting consent, the Payment Service Provider issuing card-based payment instruments will be allowed to check the availability of any amount in the online accessible Payment Account for which consent was granted.
- The bank will respond to the payment service provider that issues card-based payment instruments with "Yes" or "No" to each request to verify the availability of the balance.

The Bank may refuse access to the Payment Account accessible online for objectively justified reasons, related to its unauthorized or fraudulent access by a payment service provider, including the unauthorized or fraudulent initiation of a Payment Transaction. In these cases, the Bank informs the payment service provider, if possible, before the denial of access and at the latest immediately after it, through the dedicated interface. The information contains the reasons for refusal, unless the provision of such information would compromise objectively justified safety reasons or is prohibited by law. The bank allows access to the payment account once the reasons for refusal cease to exist.

## **20. COMPLAINTS/LITIGATIONS**

- 20.1.** Any written complaint of the Client regarding to the quality products or services provided of the bank is processed within a period of 30 days/15 days in the case of complaints regarding payment services, and the Customer will be informed about the measure taken, through any means of communication agreed according to these General Terms and Conditions and/or according to specific contracts. If the Customer is not satisfied with the method of SOLUTION A complaint, it may be Address The authorities Nation for protection consumer ( [www.anpc.ro](http://www.anpc.ro) ).
- 20.2.** Any dispute arising from or related to this contract will be resolved through amiable, and if This one PATH it prove it insufficiency dispute it will refer to SOLUTION conformable the legislation in force or the competent courts. In order to resolve amicably a possible disputes and without prejudice to the right of the Clients, individuals, to initiate actions in justice against banks, OR RIGHT THEIR of A NOTIFY The authority Nation for protection consumer (with headquarters in the B-dul. pilots 72, section 1, Bucharest, e-mail: [office@anpc.ro](mailto:office@anpc.ro) , [www.anpc.ro](http://www.anpc.ro) ), Customers can use the provided alternative dispute resolution mechanism of GO 38/2015 with modifications and Completion subsequent, addressing Center of solving Alternative of Litigation in the Banking Domain (CSALB), with headquarters in Bucharest, 24 Sevastopol str., sector 1, number phone (021)9414, website [www.csalb.ro](http://www.csalb.ro) , a center authorized to organize and administer the solution, through means alternatives, A disputes FROM FIELD banking from consume and institutions of credit, or to mediation, as an extrajudicial dispute resolution mechanism, according to Law no. 192/2006 on mediation and the organization of the mediator profession, with subsequent changes. The client can call for mediation even before that initiation of a litigation at the competent court, as well as during the course of such a process, under the conditions laws, through contact A authorized mediator included in the painting Mediators authorized, available on page of Internet A COUNCIL of Mediation ( [www.cmediere.ro](http://www.cmediere.ro) ) and on the A MINISTRY Justice ( [www.just.ro](http://www.just.ro) ).

## **21. FINAL PROVISIONS**

- 21.1.** customer it will be right in delay by non-execution TO maturity of anyone FROM the obligations its resulting FROM THESE GCA, from the Contract or FROM other agreement ended with The bank.
- 21.2.** In the anything TIME customer may be request in the mode free of charge, a copy on support SUSTAINABLE A THIS Contract.
- 21.3.** Duration of the contract. These General Terms and Conditions and specific contracts apply from the date of the request to open the package/accounts The client and for the additional services from the date of his request and continue to be applicable throughout the entire period of development RELATIONS CONTRACT between the bank and Customer until the end of the relationship. The contract regarding the current account, the Card and the Garanti BBVA Online and Garanti BBVA Mobile services is concluded for an indefinite period with the possibility of denunciation or termination in another way according to art. 17.
- 21.4.** The Bank may modify these GTC. Customers will be notified by by the bank Concerning to the changes made, with THE little bit 2 (two) months before of ENTRY THEIR in the force, through a written notification, which can also be sent through the account statement and/or by means of communication electronic (e-mail, sms, fax , Garanti BBVA Online or Garanti BBVA Mobile inbox , etc.).
- 21.5.** In all cases, the changes will be made in compliance with the legal provisions. In the situation where The client does not present himself at the Bank's headquarters or does not send a written notification regarding the proposals of modification until the date proposed for their application, is considered to have accepted the new provisions of the CGA.
- 21.6.** The term of 2 (two) months does not apply to contractual changes imposed by the application of new ones stipulations legal, MODIFICATION which it apply TO date ENTRY in the force A provisions link previous mentioned.
- 21.7.** the bank It has the right of A transfer THESE CGA by other entity, in the conditions laws. the bank will TO assign either one and all RIGHTS and the obligations its ARISING from the Contract and from these General Terms and Conditions to other entities in the group, to recovery companies a receivables or to entities having the same object of activity, the Client to be notified in this sense RIGHT provisions legal. customer accept in the mode express and anticipated This one assignment.
- 21.8.** customer not their may be assign RIGHTS and/or the obligations face of The bank.

- 21.9.** The Client/User/Authorized Agent expressly declares that he/she expresses his/her consent freely, unadulterated and in full knowledge of the cause regarding the nature, object, provisions, effects of this Contract and identity Bank and that their assume RISK with look TO FAILURE to on them.
- 21.10.** These TOS are governed by and construed in accordance with Romanian legislation.
- 21.11.** In case any of the provisions of the CGA becomes one moment illegal, invalid or unenforceable according to the applicable law, the other provisions of the present CGA remain in the force.
- 21.12.** customer declare that their assume and accept all RISKS what the CAN intervene on DURING PROCESS The contract due to an exceptional change in the initial circumstances considered at the date of conclusion ITS (inclusive the which CAN result FROM START prosecution forced), change which CAN determine a COMPLETION excessive of onerous A this contract.
- 21.13.** Considering that Romania signed an Intergovernmental Agreement (IGA) on 01.07.2014, the Bank is considered, starting from this date, a Model 1 Reporting Institution under FATCA. On the way consequently, the Bank has the obligation to request certain information, in order to identify whether customers must be reported for FATCA purposes. Additionally, Romania is affiliated to the Reporting Standard Common (CRS) and, therefore, additional information will be requested from Customers, starting with 01.01.2016. For A us align TO both legislations, the bank will request so of information and probable, will request and information additional, in the COURSE PROCESS of integration or in the future. In the This one regard, The customers must to bear in mind that this information must be provided within the time limits set by the Bank.