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## Terms and conditions for e-bancamea service for Legal Entities

### I. Introduction

This document, hereinafter referred to as „Terms and Conditions”, sets the way and conditions of use of e-bancamea service provided to the Clients by Banca Romaneasca S.A. Member of National Bank of Greece Group, hereinafter referred to as the Bank.

The Bank provides to the Holder, through e-bancamea service– desktop version, the possibility to request the following types of services:

- a. Consulting general information provided by the Bank - such as, foreign exchange rates, applicable interest rates, charges, processing terms, news etc.
- b. Consulting information regarding the accounts of the Holder viewed in e-bancamea relating to: balances, available amounts, outstanding amounts, transactions of the current day performed on the current account, statement of current account, monthly statements for credit cards etc.; information regarding the accounts are available from the moment the account is activated in e-bancamea;
- c. Intrabank and interbank RON payment order (including standing orders);
- d. Intrabank and interbank foreign currency payment order;
- e. Same currency transfers between own accounts;
- f. Foreign exchanges at the standard rate of the Bank;
- g. Payment orders to utility providers;
- h. Salary or other incomes payment by file – option available at customer request, for upload and processing of files with payment instructions for salaries of own employees;
- i. Term deposits opening;
- j. Term deposits cancelation in the renewal date;
- k. Term deposits cancelation in the day of opening through e-bancamea application.

Terms and conditions for term deposits are presented in a dedicated module for this service and represent contractual frame for term deposits. Before the opening of a term deposit, the Holder must approve the contractual frame; on the contrary the deposit will not be opened.

The Bank provides the Holder, through e-bancamea service – Optimized interface for mobile devices (smartphones and tablets), with the possibility to access the following types of services:

- a) Consulting general information provided by the Bank - such as foreign exchange rates, processing terms, news, information about the branch network (contact details, localization on map, „closes branch location”) etc.
- b) Consulting information regarding the accounts of the Holder viewed in e-bancamea relating to: balances, available amounts, outstanding amounts, transactions of the current day performed on the current account, statement of current account, monthly statements for credit cards etc.; information regarding the accounts are available from the moment the account is activated in e-bancamea;
- c) Intrabank and interbank RON payment order;
- d) Transfers between own accounts, in RON and foreign currency;
- e) Foreign exchanges at the standard rate of the Bank;

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- f) Payment orders to utility providers;

Terms and Conditions for the current account are applicable even in the case of e-bancamea service.

The eventual differences are provided in this document.

The following types of accounts that can be activated in e-bancamea for information purpose (valid with the date of account activation in e-bancamea) are:

- Current accounts, except for credit card payment accounts
- Blockage accounts for Debit Instruments endorsed in favour of the bank

The following types of accounts are available in e-bancamea for transactions:

- Current accounts, except for credit card payment accounts

The following types of products are available for information view:

- Term deposits – contract details, amount, interest rate, maturity date;
- Credits – contract details, credit balance, amount, maturity date, current rate, outstanding amounts etc;

In order to access e-bancamea service, specific authentication items will be used, as follows:

- User name and password for login
- Authentication codes, depending on the authentication method chosen, these codes can be generated and displayed on the digipass device (provided by the Bank) or generated by the application and sent by SMS on the mobile phone number indicated by the customer. The customers can select either of/ both the authentication methods.

## II. Definitions

In this document, the above-mentioned terms and expressions will have the following meanings:

**Client** – a legal entity, association, foundation etc. that has, at least, one bank current account opened with the Bank;

**Consumer** – individual or group of individuals constituted in associations, bank's client, acting in purposes beyond his/her commercial, industrial or production, hand-made or liberal activity;

**Holder** – Client who, based on its request, was approved by the Bank to use **e-bancamea** service and who holds at least one username/ password/ code or any other similar element allowing his/her identification.

**User** – an individual, with or without authorization right using e-bancamea under the terms and within the limits of the granted mandate, for and on behalf of the Holder:

**Operator User** (without authorization right) – person authorized exclusively to see the general information and the information related to the Holder's bank accounts and to input data in the electronic forms related to the **e-bancamea** Service available modules;

**Approving User (with authorization right)** - authorized person who, besides the rights of an Operator User, is also entitled to give payment instructions on the Holder's bank accounts, within the limits and according to the mandate granted by the Holder, by means of the form attached to the **e-bancamea** Service application;

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**Authentication items** – set of elements necessary for e-bancomea use, that allow the Holder to view and introduce and respectively to express his/her agreement on the execution of the payment instructions; the authentication items are represented by:

- User name and password for login in the application, allocated by the Bank;
- Digipass code generated by the digipass device, with/without PIN
- SMS code generated by e-bancomea application and sent to the user by SMS on the mobile phone number communicated to the Bank

**Username** – name assigned by the Bank to each User in order to access the e-bancomea Service. The user name can be modified by the Bank at customer request

**User password** – unique code that consists of at least 6 (six) digits, initially set out by the Bank, and which shall be changed by the User upon the first log-in with e-bancomea.

**Digipass** – an e-bancomea User authentication device that (following the correct input by the user of the PIN code, in case of devices with PIN), generates a code, named Digipass code; the device automatically closes after 30 seconds from the last use.

**PIN** – code provided by the Bank, allowing the use of Digipass device.

**Authentication method** – by Digipass code or by SMS code; the customer can select one or both authentication methods

**Cod-Digipass** – unique code randomly generated by Digipass allowing the authentication of the User in order to access certain application modules

**SMS code** - Single code randomly generated by e-bancomea application on User request, sent by SMS, on the mobile telephone number indicated by the Holder, that allows authentication with the purpose of authorizing operations in Internet Banking and/or accessing modules of the application

**SMS** - Message sent to a mobile phone number previously indicated by the Holder, message that contains the authentication code

**Payment instructions** – intra-banking and inter-banking payment order in RON and foreign currency (including standing orders in RON, utility payments and salary payments or other rights), transfers between own accounts in RON and foreign currency and foreign exchanges at the standard rate of the bank, as well as instructions for opening and cancelation on the opening day or on the automatic rollover day of term deposits;

**SEPA payments** – are payments in EURO, with commission type SHA, in favour of banks that have adhered or are member of Single European Payment Area settlement system;

**Foreign currency payments** – are payments in EURO that cannot be SEPA as well as payments in other foreign currencies respectively CHF, GBP, HUF CZK, DKK, NOK, PLN, SEK, USD, JPY, AUD, CAD;

**Capital account operations** – are payments in foreign currency representing financial loans or loans related to international commerce with duration higher than 1 year, financial leasing, syndicated loan, and mortgage or consumer loans etc, received by residents from non-residents).

**Receiving date** – represents the date the payment instruction is considered received by the Bank and from which it can be executed; in case the sending date is not a business day or it is after the limit hour according to the processing schedule, the payment instruction is considered received in the next business day;

**Standard rate** – foreign exchange rate set up by the Bank it is displayed by the Bank in its units, on the internet page [www.banca-romaneasca.ro](http://www.banca-romaneasca.ro) and on the internet page of e-bancomea service

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and can be modified several times during the day immediately and without any previous notification to the Holder from the Bank.

**IB Helpdesk** – Service provided to the Holder by the Bank, in order to provide support to e-bancamea users, to enable the notification of the Bank personnel regarding certain malfunctions in the use of **e-bancamea** and also for activation of new functionalities;

**User manual** – Set of e-bancamea Service operation guidelines, provided to the Holder in electronic format on <https://ib.brom.ro>.

### III. General Rules on the access and connection

The access of the Holder to **e-bancamea** is made through its authorized trustees called users.

After the approval by the bank of the documents submitted by the Holder to benefit from **e-bancamea**, the Bank will provide the Holder with the following:

- a) A copy of the **e-bancamea** form together with the related Appendices, filled in by the Holder and approved by the Bank;
- b) The terms and conditions for **e-bancamea** Service use
- c) The **e-bancamea** Service operation manual, provided in electronic format on <https://ib.brom.ro>.
- d) The authentication items, for each User authorised by E-bancamea Form:
  - A sealed and signed envelope that contains Username and User password;
  - A sealed and signed envelope that contains the Digipass device and the PIN (if the Digipass is with PIN), if the Holder selected (also) the Digipass code authentication method.

If the Holder has chosen the SMS code authentication method, the Bank will register for the User the phone number/s filled in the Single Form/User Profile.

The Holder, through the authorized Users, shall be able to access the e-bancamea within maximum 48 hours since the Bank's approval of the submitted documents.

The connection to **e-bancamea** shall be established:

- By accessing the Bank website – [www.banca-romaneasca.ro](http://www.banca-romaneasca.ro), by selecting the Internet Banking Service option, followed by the correct input of the username and related password;
- By accessing the website intended for the e-bancamea service <https://ib.brom.ro>, from a computer or mobile device i.e. smartphone or tablet, followed by the correct input of the username and related password

### IV. General Rules on the use of e-bancamea service

The bank shall allow the use of **e-bancamea** service only provided that the Holder introduces the correct authentication elements.

At the first connection to **e-bancamea**, the Holder has to change the User Password, the password initially assigned by the Bank. **E-bancamea** will be accessed only after the change of the password.

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The correct use of **e-bancamea** service will be performed only if the Holder followed all stages necessary for the operations and observed the legal disposition into force, Terms and Conditions for the use of **e-bancamea** service, the authorization limits set by the Holder for each user and specifications presented in the User Manual.

At the third incorrect consecutive introduction of the Password, the User's account shall be blocked temporarily for 30 minutes. After other 3 stranded consecutive trials, the User's account will be blocked definitely. To de-block the User, the Helpdesk IB service shall be contacted.

**E-bancamea** service shall be used exclusively by the persons mentioned by the Holder in **e-bancamea** Form – Appendix of the User Profile, within the limit of the mandate granted by the Holder, otherwise the Bank will bear no liability in case the operations are performed by a third party who does not belong to the category of users in the sense of Terms and Conditions regarding the Use of **e-bancamea** service. At any change of the list of signatures, with consequences such as the withdrawal /change of authorization rights of an IB user, the Holder shall submit also to the branch office together with the new list of signatures the Appendix „User's Profile” filed in according to the new rights associated to it.

All operations performed by Users are opposable to the Holder and they are performed in his/her name and on his/her behalf.

#### **V. Characteristics of payment instructions submitted through e-bancamea**

The agreement is represented by the authorization of the payment instruction using the authentication elements and its submission to the Bank through E-bancamea application

Payment instructions authorised by the Holder are conditioned by the following standard limits:

1. maxim 30.000 RON per transaction for RON operations (except salary payments for which the limit is not considered)
2. maxim 50.000 EURO per transaction, in equivalent at the NBR exchange rate on the day of payment authorization for operations in foreign currencies
3. 10.000 EURO per transaction in equivalent at the NBR exchange rate on the day of payment authorization for foreign exchange operations. Foreign exchange operation with amounts under unit cannot be executed.

The cumulated value of the operations performed by a customer in one day through e-bancamea is unlimited.

The standard limits per transaction (nominated at point 1 and 2 above) are subject to change based on Customer written request approved by the Bank. The Holder has the possibility to request different limits, specific for each User.

Also, the Holder may request to set up daily limits for all RON operations, respectively for all foreign currencies operations that will be applicable to all user of the Holder.

The Bank reserves its right to, subsequently, in application of the policy for e-bancamea service; decrease unilaterally the limit previously changed at the Holder's demand, but not less then the standard limits per transaction mentioned above.

The Bank will notify the Holder, through e-bancamea service about the decrease of the limit and its new value, before the decrease if possible, and most lately, immediately after the limit's decrease.

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A payment instruction is accepted by the Bank if the holder's account mentioned in the payment instruction has sufficient available balance, to execute the payment instruction and to cover the associated commissions, at the moment when the instruction is received by the Bank.

The Holder is informed about the approval or refusal of a payment instruction in one of the pages "payment orders in RON evidence / payment orders in foreign currency evidence/ transfers evidence/ scheduled payments evidence/ utility payments evidence/ term deposits evidence", according to the instruction type, by status BANK APPROVED or BANK REJECTED.

In case the Bank refuses the execution of the payment instruction, it will notify the Holder in this respect through e-bancamea service, mentioning, if possible, the reason of refusal and retrieval procedure if this is not forbidden by the legal provisions. In case the refusal is justified objectively, the Bank reserves its right to charge the Holder a commission for the notification of the refusal, the reason of refusal and, if the case, of the retrieval procedure whose value is provided in the Bank's List of Commissions.

The Holder may empower the Bank, through e-bancamea service, to execute standing orders (periodic/ term payments) on its behalf by transferring some fixed amounts on the date agreed to other of his/her accounts or other Bank Clients' accounts or other payment institutions. The standing orders frequency is set by the Holder.

In such situations, the receiving date is the date/ each date indicated by the Holder in the standing order instruction. If the indicated date is a nonworking day, then the payment instruction is considered to be received in the next working day.

The Holder can revoke a scheduled payment instruction the latest at the end of the business day preceding the date agreed for funds debiting.

The recalling request shall be submitted electronically to the Bank through e-bancamea service.

The Bank shall execute the foreign exchange order on Holder's account using the standard rate available at the receiving moment.

Crediting of a payment account attached to credit card and crediting of the debit card account, in a non-working day, are processed in the respective accounts by the bank in the next working day. Anyway, the Bank makes available for the customer the amounts credited in the debit card account, so these can be used the same day for ATM withdrawals or for commercial payments. For the respective funds used during nonworking days the bank will charge a debit interest.

### **Schedule for payment instructions**

The Bank receives from the Holder execution a payment instruction during the whole day and debits his/her account at the receiving date.

All the payment instructions approved by the customer in the interval when the bank runs the end of day process (usually between 19.30 – 2.00) are processed by the Bank after this interval, at the date corresponding to the receiving date.

The Bank finalises the processing of the inter-bank payment order in RON (crediting the account of the beneficiary payment institution) in the same day it is received if the payment order is authorised by the Holder in a working day, before the limit hours presented in the table below.

The Bank finalises the processing of the inter-bank payment order in RON in the next working day after the receiving date if the payment order is authorised by the Holder in a working day after the limit hours presented in the table below, or in a nonworking day.

The **Bank finalises the processing** of the inter-bank payment order in foreign currencies (crediting the account of the beneficiary payment institution) as follows:

- In case of **inter-bank payment order in the currencies EUR CHF, GBP, HUF CZK, PLN, USD, JPY:**
  - o in the next working date after the receiving date, if the payment order is authorized by the Holder in a working day before the limit hours presented in the table below.
  - o in the second next working date after the receiving date, if the payment order is authorized by the Holder in a working day after the limit hours presented in the table below or during a nonworking day.
- In case of **inter-bank payment order in the currencies DKK, NOK, SEK, AUD, CAD:**
  - o in the second next working date after the receiving date, if the payment order is authorized by the Holder in a working day before the limit hours presented in the table below.
  - o in the third next working date after the receiving date, if the payment order is authorized by the Holder in a working day after the limit hours presented in the table below or during a nonworking day.

<b>Payment instruction type</b>	<b>Limit hour for finalising processing/working day</b>
Interbank payment order in RON Small value < RON 50.000	14:00
Interbank payment order in RON Large value >= RON 50.000	15:00
Urgent interbank payment order in RON	15:00
Standing order in RON	13:30 (limit hour for providing necessary funds)
Interbank payment order in foreign currency	16:00
Intrabank payment order in RON or foreign currency	No limit hour*
Salary payments	19:30
Intrabank transfer, between same customer accounts in the same currency( including transfer in credit card account or debit card account);	No limit hour*;
Foreign exchanges at standard rate;	No limit hour*
Term deposit opening;	No limit hour*
Term deposit Cancelation in the day of renewal of a term deposit Term deposit Cancelation in the day of opening through e-bancamea application	19:30

\*) except for the limits imposed by the interval during which the Bank executes the end-of-day process(usually between 19:30-2:00)

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## VI. Holder's statements and obligations

The Holder has the obligation to unconditionally submit to the bank in maximum 10 calendar days after the date of transaction the following documents:

- DPE Form (External Payment Disposition) completed and signed accordingly, in case of interbank foreign currency payments with amounts equal or greater than EUR 50.000 in equivalent, together with the related probative documents in case of capital account operations (loan contract, invoice etc.).
- Foreign Currency Payment Order Form for the interbank foreign currency payments with amounts less than EUR 50.000 or equivalent in case of payments representing capital account operations (financial loans or loans related to international commerce with a duration higher than 1 year, financial leasing, syndicated loan, mortgage or consumer loans etc, received by resident from non-resident).
- Probative Documents related to the transfer to individuals accounts (contracts, estimated cost, salary file etc.)

Also, the Bank has the right to request any other probative documents related to transactions ordered by the Holder through **e-bancamea**.

In case the Holder does not present the required documents, the Bank reserve its right to suspend the internet banking service till the probative documents are submitted or to denounce the Contract and request compensation from Customer.

Holder undertakes to keep and ensure the confidentiality of the authentication elements as well as any other authentication elements to be provided by the Bank or held by him, and he/she shall not register the User Name, Password and PIN of the Digipass device in a form easy to reckon, especially, besides the Digipass device or the SIM card of the personal phone or on other object kept together with the authentication elements. The SIM card used for receiving the SMS with the unique code used for authentication must be kept in safety.

The Holder has the obligation to notify the Bank, without any unjustified delay, as soon as he finds out about the loss, stealing, and unjustified use of its authentication elements or of any other unauthorised use of its e-bancamea service.

The notification will be made by phone at the phone numbers mentioned in chapter VII, following that in the next 48 hours from the phone, the Holder must notify in writing the Branch where his account is open. Following the phone notification, the Bank will block access to e-bancamea service until the delivery/replace of of the authentication item lost/stolen/damaged.

Holder has to hold hardware and software elements necessary for the use of **e-bancamea** in accordance with **e-bancamea** Operation Manual.

Holder undertakes to communicate to Users the terms and conditions for the use of **e-bancamea** service, as they are liable individually for the obligations assumed by the Holder under the provisions of the Terms and Conditions.

Holder states that he/she shall not assign, totally or partially, in any way his/her rights arising from the reports relating to **e-bancamea** service to third parties.

Holder states that he will not use any automated means, including agents, robots, scripts, or spiders without being limited to these to access, monitor, scrape, or manage your internet banking account, or to access, monitor, scrape or copy the Internet Banking application or other bank's systems or any data therein, except those automated means expressly made available or authorized by the Bank in advance in writing.

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Holder states that he will not interfere or will not try to interfere in the correct functionality of e-bancamea application or other IT systems of the Bank.

Holders states and has the obligation to use the e-bancamea application according to the instruction described in the Operation Manual of the e-bancamea application.

Holder states that he had understood and he had exercised his right to be informed since the pre-contractual phase regarding his rights and obligations related to the use of e-bancamea service. Holder has the obligation to provide to Bank's representatives the information necessary for its identification, in case of phone requests related to the use of e-bancamea application.

Holder states that he/she has acknowledged that the bank does not request, in no situation, confidential information by e-mail (for example: User Name, password etc), and information such as password or personal identification code shall not be disclosed under any reason, to anybody, not even the Bank.

The Bank will bear no liability for the damages caused by the Holder due to some personal data theft or fraud attempts on the internet that can consist of:

- Holder receiving messages, e-mails etc asking him/her to access a site with design similar to the Bank's and to fill in confidential personal data;
- Transmission of electronic messages to e-mail user, asking the Holder bank identification personal data;

Holders receiving such messages are warned not to accept such requests and they are obliged to urgently contact the Bank.

The holder has the obligation to have the necessary balance in its account in order to create the guarantee for Digipass dispositive hand over to a individual customer, that requests activation of e-bancamea service, according to the list of commissions in force.

In case of loss/deterioration/not returning of Digipass devices, the Bank will ask the customer to cover the associated charge according to the list of commissions.

The guarantee will be returned to customers in case of handing back the functional Digipass.

## **VII. Bank's statements and obligations**

The Bank has the obligation to upgrade the information presented through this service, any time it is necessary, according to legal provisions and the herein provisions.

To insure an increased security and efficiency level, the Bank performs periodically activities to improvement performance, to verify and maintain its IT application and equipment. During these activities, the Bank may stop partially or totally the access to the functionality of the e-bancamea application. The Bank will inform the customer, in time, about these scheduled activities, through e-bancamea application, through Bank official site or through any other means at her disposal.

The Bank undertakes not to disclose the Username, the Password and PIN of the Digipass device to any other person except for the Holder.

The Bank has no liability regarding the provision of certain hardware or software services to the Holder.

The Bank has the obligation to block access to e-bancamea service if the Holder himself expressly requested the blockage of access to e-bancamea service.

The Bank has the right (but not the obligation) to block access to e-bancamea service or to diminish the limit amount per payment instruction, in the following situations:

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- a) Holder has not kept and ensured the confidentiality of all authentication elements as well as the authentication elements provided by the Bank;
  - b) The payment instructions ordered by the Holder cannot be fulfilled by the Bank due to the fact that the Bank suspects the security of the instruction or that the execution of the instruction would violate interdictions and limitations provided by the legislation, such as, but without limited to, interdictions and/or limitations imposed to individuals or legal entities by the legislation regarding the anti-money laundering and terrorism fight, or these are subject to some restrictions/sanctions imposed by national or international applicable regulations..
  - c) Holder breaches any other obligations under the Terms and Conditions for e-bancamea, Terms and Conditions for the current account, User Guide for e-bancamea, and General Business Conditions, respectively and/or other contracting provisions regulating the reports between Holder and Bank;
  - d) When guarantee measures have been instituted on the account by competent authorities, when the authorities imposed garnishments and/or other similar cases which make obligatory the blocking of accounts for the Bank. Unless the cases leading to the blocking of the account ceases, the access will be allowed;
  - e) In case the Holder did not present to the Bank the probative documents related to payments to individuals accounts or foreign currency operations, according to the obligations specified in chapter VI
  - f) .If by the verification performed, the Bank observes changes which may affect the business relation between the Bank and Customer, changes related to legal representatives, empowered persons, name, domicile/office, legal form and others, that have not been notified to the Bank, the Bank may restrict the Customer accounts and may refuse to execute instructions ordered by the Customer, till probative documents are presented to the Bank.

In such situations, the Bank informs the Client in relation with the blocking of e-bancamea service or the decrease of limit amount per payment instruction and with the reasons of the blocking, if possible, before blocking / decrease or the latest, immediately after it is blocked. The Bank does not have to inform the other party if this event harms the safety purposes objectively justified to this is forbidden by other relevant legislative dispositions.

The Bank unblocks access to e-bancamea service immediately as the reasons that determined this action stop to exist.

In case the clauses attracting the suspension/blocking of **e-bancamea** service last more than 30 days, without being repaired by the Holder, the Bank reserves its right to consider terminated the contract for e-bancamea service, under Chapter XI.

The Bank provides the Holder with the Helpdesk IB service, which can be contacted at the following contact details.

- Phone numbers: 021.305.9585
- Timetable: 08:00 – 23:00  
Monday – Friday(except for legal holidays)
- E-mail: [ebancamea@brom.ro](mailto:ebancamea@brom.ro)

In case of loss, theft, damage, discloses or misuse of authentication elements, the Holder has the obligation to inform immediately the Bank regarding the respective event. The phone notification can be done any time, at the phone number mentioned above, the service being available 24h.

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The Bank reserves the right to record the phone call.

The Bank has to provide the Holder, on demand, the means to prove, for 18 months from the information/modification, that it made such an information/ notification.

The Bank will inform the customer, in e-bancamea application, about any amendment of Terms and Conditions for Internet Banking service, by displaying a PDF document that the customer will be able to read and print. The acceptance of the new Terms and Conditions can be done directly in the application or in the branches, and will constitute a condition for the continuation of using the service.

### **VIII. Bank's liability**

The Bank shall be released of liability in case of any loss or prejudice incurred by the Holder following the e-bancamea Service interruption or damage due to technical reasons related to the infrastructure used by the Holder.

The Bank shall bear no liability in the following cases:

- a) in case an unauthorized third party, other than Users, orders the execution of a payment instruction in the name and on behalf of the Holder, due to the intentional or unintentional disclose by the Holder of the authentication elements necessary for the access to **e-bancamea**;
- b) in case the Holder withdrawn the mandate of an User, he/she has not notified the Bank, in writing, the withdrawal of the mandate and the revoked User authorised payment instructions in the name and on behalf of the Holder;
- c) in case the Holder's IT system is compromised or it is used, with or without the Holder knowing it, by third parties which do belong to the category of Users, as the Third Party category does not comprise Users to whom the Holder withdrew the mandate to make transactions in e-bancamea service, but he/she did not notify the Bank in this respect.
- d) in case the Holder cannot have access to **e-bancamea** due to connection deficiencies involving Holder's equipment or deficiencies of internet providing service the Holder is subscribed to.

The Bank shall bear no responsibility for the loss or damage resulted from the misuse or malfunctioning of the user's mobile phone whose number was communicated to the Bank in order to sent authentication codes by SMS) (misuse or fraud, blocking or defective functioning ), nor for any eventual delays in receiving the SMS text.

In case of a payment instruction that proves to not have been authorised by the Holde , as well as in case of an instruction correctly authorised that was executed incorrectly by the Bank, about which the Holder notified the Bank in written in maximum 13 months from debit date, the Bank will immediately reimburse to the Holder (as payment ordering customer) the amount for the unauthorised payment instruction, or incorrectly executed instruction. If the case, will take the debit account back to the initial situation determined by the non-execution or the incorrect execution of the payment instruction. The 13 months term reduces to 15 days in case of Holder that does not act as a Consumer.

### **IX. Holder's liability**

The Holder bears all losses resulted from unauthorised use of e-bancamea service (no matter the authentication elements received by the Holder have been lost, stolen or used in an unauthorised

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way) in case the Holder acted as a fraud or did not respect his contractual obligations related to the use and confidentiality and safety of authentication elements, on intentional or unintentional inobservance of his obligations.

## **X. Communications**

Communications, notifications based on this document will be made, depending on the specificity of payment service, by displaying in the e-bancomea application, by informing on paper at the bank's pay desk, by letter, by statement of account or by any other methods chosen by the bank in the Holder's interest, in order to be able to ensure a fast and efficient information following also the legal terms.

For any amendment of these Terms and Conditions, regarding existent products and services, the Bank shall notify the Holder, with 5 days before the date of application of the change. In case the Bank will not receive the Holder communication that it will accepted the changes until the date of their application, it will be considered to have expressed its implicit agreement regarding the application of the change.

The term of 5 zile will not be applied to the changes imposed by the application of new legal provisions, such changes being applied depending on date of coming into force of the respective regulations.

## **XI. Validity**

Terms and Conditions are available for indefinite period of time and they can cease by the parties' agreement, by unilateral denouncement by the Holder/Bank or by termination for unfulfilment by the Holder / Bank of his/her obligations.

The Bank has the right to unilaterally denounce the contract concluded on indefinite period, previously notifying the Holder within 30 days before the termination of the contract.

The Holder may exercise based on a notification of 30 calendar days, the unilateral denounce right of the Terms and Conditions, free of charge, after the fulfilment of the obligation to totally pay all debts to the Bank.

In this purpose, the Holder will show up personally to the Bank and shall fill in the proper form provided by the Bank.

Also, the Terms and Conditions cease:

- a) on full rights and immediately without the obligation of any notification, when the Bank considers that it is exposed to legal, reputational or operational rights, as a consequence of payment instructions ordered by the Holder.
- b) in case one of the parts (Holder/Bank) becomes insolvent, if a procedure of judicial reorganisation or liquidation has been instituted by the competent authorities, if the part is subject of bankruptcy procedure or if that part cease its activity no matter for what reason.

## **XII. Applicable law and jurisdiction**

The relation between the Bank and the Holder shall be governed by the laws of Romania. The eventual disputes between the Bank and the Holder regarding the contracting relations based on these Conditions or other contracts supplemented with these Conditions, will be solved amiably or they will be subject to the solution of competent court of Romania.

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In order to amiably solve the eventual disputes with the Bank, the Holder may use the extrajudicial procedures for solving the disputes.

In case the Bank does not apply the legal dispositions, the Holder can address himself to the National Bank of Romania in its quality as responsible authority for prudential supervision of the payments institutions.

For the amiable solution of the eventual disputes the parties may require mediation procedure, according to the provisions of Law no. 192/2006 regarding mediation and organization of the mediator profession, in place.

These Conditions are supplemented with the internal legal provisions in this field, with the regulations issued by the National Bank of Romania.

The provisions of Title III and articles 115, 122 paragraph (2) and (3), 128, 129, 131-140, 146-149, 164-173 of Title IV of the Emergency Ordinance 113/2009 regarding the payment services are not applied to the Holder as Consumer.

### **XIII. Final provisions**

The Bank, on Holder demand, shall provide him/her, free of any charge with the contract for e-bancamea services, on paper or any other durable support. For the Holder who does not act as Consumer, the Bank can charge a fee mentioned in the List of Commissions.

By signing these Terms and Conditions, the Customer assumes and accepts all the clauses included in the present document, including the standard non-usual clauses from art. VI, VII, VIII, IX, XI and XII above.

**BANCA ROMANEASCA SA**

Date: \_\_\_/\_\_\_/\_\_\_\_\_

**Member of National Bank of Greece Group**

**Branch Manager**

**Holder**

Signature .....

Signature .....

**Customer Service Supervisor**

Signature .....