

**Terms and Conditions for the Use
of and Performance of Banking
Transactions via Internet/Mobile
Banking
BT Go**

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Chapter I. DEFINITIONS

- a) **Bank** - Banca Transilvania, providing the CUSTOMER with IT services called BT Go Internet Banking and Mobile Banking.
- b) **BT Go** - Internet Banking service facilitating the performance of banking operations via the INTERNET.
- c) **Mobile Banking** - a service that enables the connection to the bank via a smartphone/PDA with internet access compatible with JavaScript and CSS standards, in order to request financial information about bank accounts and to perform banking operations.
- d) **Customer** - legal person, having an account opened with the Bank and user of the BT Go Internet and Mobile Banking service.
- e) **User(s)** - individual who is mandated by the customer to carry out banking operations via BT Go if the following conditions are cumulatively met:
 - these persons have provided the Bank with a mobile phone number and an e-mail address;
 - these persons have operating and transaction authorization rights on all the customer's accounts (including the right to make repayments of loans taken out by the customer from Banca Transilvania).
- f) **ID** - a unique identifier provided by the bank and used as a username for registration and authentication within the BT Go Internet/Mobile Banking service.
- g) **BT Go Internet/Mobile Banking Agreement** - terms and conditions for the use of and performance of banking transactions via Internet/Mobile Banking together with the General Terms and Conditions.
- h) **User Manual** - set of instructions for the use of the free-of-charge Internet/Mobile Banking service made available to the Customers electronically via the application.
- i) **BT Go Contact Center** - service provided by the bank to keep in touch with the customers and to provide assistance and general information to them by phone, e-mail or other means of communication mutually agreed upon with the customers.
- j) **SMS OTP (one time password)** - method residing in the automatic delivery by SMS of certain temporary passwords with limited validity, which can be used to activate the BT Go Internet and Mobile Banking service.
- k) **Document issue and upload** - documents issued by the customer using BT Go Internet/Mobile Banking: proof of payment and invoices; documents uploaded by the customer using BT Go: supporting documents for transactions carried out via BT Go, invoices received in electronic format on the basis of which the necessary data for a money transfer can be pre-filled.

Chapter II. CONDITIONS PRECEDENT

2.1. In order to use the Internet/Mobile Banking service, the CUSTOMER is responsible for the purchase of the necessary hardware and software (computer and smartphone with a functional operating system including an internet browser), the related licenses and the INTERNET connection.

The minimum versions required to access BT Go are:

- Internet browser(s): Chrome 68, Firefox 61.0.1, Firefox ESR 61.0.1 (52.9.0), Internet Explorer 11, Safari 11.1, Opera 55
- Mobile operating systems: iOS 16 or Android 9.0

- Desktop operating systems: Windows 7 SP1, Windows 8.1 build 9600, Windows 10 build 17134 (1803), OS X 10.13.6.

The application needs to be installed from the dedicated online stores (Google Play Store, App Store and Huawei App Gallery).

Due to the multitude of possible combinations between operating systems and internet browsers, but also due to their different functioning caused by specific features, the Bank does not guarantee full compatibility for each type of internet browser in current or later versions. The Bank shall continuously seek to develop alternatives in order to make possible the connection with current or later operating systems and internet browsers, other than those mentioned above. The Customer shall be informed of such updates by any of the communication channels available to the Bank.

2.2. The Bank does not have any obligation regarding the installation, maintenance, servicing or setup of the equipment via which the CUSTOMER accesses the Internet/Mobile Banking service.

2.3. The BANK shall not be held liable for possible errors that might occur during the use of the Internet/Mobile Banking service, due to certain faults, errors or the violation of the legal provisions for the use of services, in general and the use of telecommunication services, in particular.

2.4. The terms and conditions for the safe use of the service can be accessed on the website of the Internet/Mobile Banking app.

Chapter III. SUBJECT MATTER OF THE AGREEMENT. DURATION OF THE BT GO INTERNET/MOBILE BANKING AGREEMENT

3.1. The performance of banking operations via the Internet, as a result of the BANK granting access to the USER to the Internet and Mobile Banking service. The types of operations possible with BT Go are described in the user manual.

3.2. This agreement is concluded for an indefinite term, commencing with the date when the Customer accepts the Terms and Conditions (the "Terms") upon the first login to BT Go.

Chapter IV. ACTIVATING AND ACCESSING THE BT GO INTERNET/MOBILE BANKING APPLICATION

4.1. You can download the Mobile Banking app on your smartphone or tablet from Apple Store or Google Play.

4.2. Opening a Business Relationship with Banca Transilvania through BT Go

Banca Transilvania allows legal entities to initiate a business relationship through the BT Go application, used exclusively on mobile devices, without the need for a visit in a BT unit.

The legal representative of the company can access the online account opening functionality, provided that the eligibility criteria displayed in the application are met and that the entire remote identification and document submission process is completed.

To initiate the procedure, the user must select the "Become a BT Customer" option and agree to:

- the withholding of the fee charged for obtaining the confirmation of the company details, for companies registered with the National Trade Register Office;
- the Terms and Conditions applicable to BT Go;

- the remote identification, including the processing of biometric data;
- the processing of personal data, in accordance with the Privacy Notice.

The application is then forwarded for analysis. Following the checks carried out by the Bank's representatives, the application may be approved, rejected or subject to further checks.

The result of the analysis is communicated to the user via a notification in the BT Go app. If the application is approved, it will open automatically by accessing the notification, whereby the user is requested to enter the security PIN and to set the password for the new account.

Going through the process equals the express acceptance of all the terms and conditions applicable to the opening of the business relationship through BT Go.

4.3. BT Go activation

4.3.1. To activate the service from the BT Go mobile app:

- The user download the BT Go mobile application, accesing the Apple Store, Google Play or App Gallery.
- After entering the authentication data (in the case of authentication via a token device, the User will enter the code generated by his device in the "Password" field), the user will receive an SMS OTP to confirm their identity.
- Prior to the activation of the BT Go product the user must agree to the Policy Privacy and Terms and Conditions of Service by accepting them. After this step, the user must set up their own PIN and, optionally, activate the biometrics (fingerprint, faceID) for the future authorization of operations (access to or authorization of operations).

4.3.2. When a user wants to activate the service from the web page:

- On the dedicated page <https://goapp.bancatransilvania.ro/app/auth/login>, the User will enter the identification data assigned by the bank (in the case of authentication via a token device, the User will enter the code generated by his device in the "Password" field).
- Once the ID and password are entered, the user will open the notification received on the phone to confirm access.

The user can use the web and mobile app in parallel.

4.4. Log in to BT Go Internet Banking web version: The user accesses the Internet Banking app by entering the identifier (User ID) assigned by the bank and the password used/configured upon the BT Go activation in the electronic login page of the BT Go application.

After entering the ID and password in the dedicated area on the login WEB interface, the user will be informed that a notification has been sent to the mobile device on which the BT Go mobile application is installed to access, verify and authorize the access to the WEB application.

The user will access the notification received on the mobile device, log into the mobile application using one of the chosen methods (fingerprint, faceID or PIN set upon the activation of the mobile application), view the details of the authentication request for the WEB interface and authorize this authentication request.

4.5. Log in to BT Go Internet Banking mobile version: The user accesses the Mobile Banking application by entering the PIN set by the user upon the activation of the mobile application or by FINGERPRINT or FACEID activated either upon the activation of the BT Go mobile application or subsequently.

Chapter V. COSTS, FEES AND COMMISSIONS OF THE BT GO INTERNET/MOBILE BANKING AGREEMENT

5.1. The banking operations performed by the CUSTOMER through the BT Go Internet and Mobile Banking applications shall be charged in accordance with the provisions of the List of interest rates and fees charged by the Bank, which is available in all of the Bank's units and on the Bank's website: <https://www.bancatransilvania.ro>.

5.2. The BANK is authorized to debit the customer's account with any fees and commissions that the customer owes to the BANK. The fees and commissions negotiated individually or those contained in the customized offers will prevail in case of conflict with the standard fees and commissions provided for in the Bank's List of fees and commissions.

Chapter VI. PARTIES' RIGHTS AND OBLIGATIONS

6.1. BANK'S RIGHTS

6.1.1. The Bank is authorized by the Customer to carry out, in the name and on the account and sole responsibility of the Customer, the instructions received via the Internet/Mobile Banking application.

6.1.2. The Bank may refuse to perform the operations ordered by the CUSTOMER through the Internet/Mobile Banking service in any of the following situations: if the operations are suspicious, against the law, they cannot be properly justified, or if the CUSTOMER'S account is blocked on the grounds of a court order or any other enforceable decision or under the conditions laid down in the General Terms and Conditions for legal entities.

6.1.3. The Parties agree that Banca Transilvania may remove the Customer from the BT Go Internet/Mobile Banking application without prior notice, if the Customer is inactive in the application for a period exceeding 3 months.

In such case, by way of derogation from art. 10.5, the agreement shall terminate automatically, without Court intervention.

6.1.4. The Bank has the right to restrict the Customer's access to the BT Go Internet/Mobile Banking application, if the Customer does not fulfill their obligation to submit to the Bank the supporting documents in all the situations when documents are required by law, within 10 calendar days since the payment date. Such access restriction shall apply until the respective documents are presented.

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

6.1.6 The Bank provides the possibility to create, maintain and manage issued and uploaded documents using the BT Go Internet/Mobile Banking application.

6.1.7. The BANK does not monitor or exercise any control over the customer's documents that may be issued or uploaded via the BT Go Internet/Mobile Banking application.

6.2. CUSTOMER'S RIGHTS

6.2.1. The Customer may instruct Banca Transilvania, through the Internet/Mobile Banking application, to perform certain types of operations, as they are or will be available.

6.2.2. The Customer may ask the Bank to cancel a payment instruction incorrectly transmitted for processing in the following conditions:

- their payment instruction must not have already been accepted in the Bank's electronic settlement system;
- the payment, according to the instruction is not guaranteed by the Bank;
- the payment's beneficiary must express its consent regarding fund return, if necessary;
- technical errors of the BT Go application.

In the first three cases, the Bank has the right to charge fees and commissions for the cancellation of the payment order, according to the Bank's List of Fees and Commissions.

6.2.3. The Customer may require special assistance from the Bank, provided that it relates exclusively to the removal or correction of potential errors of the BT Go Internet/Mobile Banking application.

6.3. BANK'S OBLIGATIONS

6.3.1. The Bank undertakes to carry out the transactions requested by the Customer, based on the information sent through the BT Go Internet/Mobile Banking application.

6.3.2. The Bank has the obligation to inform the Customer as soon as possible, whenever the requested operation cannot be performed because of the violation of any applicable legal standard or because of any other circumstances that prevent the Bank from carrying out the operation.

6.3.3. The Bank must check whether the person ordering the transaction is an accepted CUSTOMER of the bank and to check the correct use of the authorization elements by the Customer.

6.3.4. The Bank must provide the Customer with the User Manual of the Internet/Mobile Banking application, via the application or in hard copy at the customer's express request.

6.4. CUSTOMER'S OBLIGATIONS

6.4.1. The Customer must notify the Bank in writing with respect to any modification in its status, identification data, or any change of its legal representatives, as soon as such modification/ change occurs.

6.4.2. If the applicable legislation expressly stipulates the need to provide the Bank with the original documents underlying the transactions, the Bank will require the Customer to file the supporting documents in original or copy, as the case may be, at the bank's counters for all the situations in which the documents are requested based on the applicable legal provisions.

As of the date of this agreement, the Customer is required to submit to the Bank the original documents underlying the transaction, within 10 calendar days from the date the order given by the Customer via BT Go.

6.4.3. The user undertakes to keep the identification data given to him/her by the Bank as strictly confidential, also in the case of receiving "phishing" messages. The user assumes full responsibility for disclosing its identification data to other persons, also in case of "phishing" attempts, this representing a case of gross negligence of the user.

6.4.4. The user must inform the Bank as soon as an unauthorized person becomes aware of its identification data (including the case when the access data were disclosed to a third party following a "phishing" attempt).

6.4.5. The Customer undertakes not to operate any modification whatsoever to the Internet/Mobile Banking application, not to use images, texts, windows, or pages of the application for other purposes than those mentioned in this document.

Furthermore, the Customer is not allowed to copy, duplicate, publish or share elements of the application such as those mentioned above, without the prior written approval of the Bank in this respect.

6.4.6. The Customer has the obligation to ensure available and sufficient funds on its current account for the Bank to be able to charge the fees due and to process the banking operations ordered by the customer via the Internet/Mobile Banking application.

6.4.7. The Customer undertakes to use the services offered by the Bank, both financial services and the document issue and upload services, in a fully lawful manner and with knowledge of the legal provisions regarding the activity the Customer performs.

6.4.8. The Customer undertakes to fully comply with the provisions related to copyright and personal data protection with regard to the data entered in the application.

6.4.9. The Customer assumes full responsibility for the creation, administration, management, accuracy and lawfulness of the issued and uploaded documents and of the sent, processed or saved files using the BT Go application.

6.4.10. The Customer shall process personal data in accordance with the legal provisions in force and must comply with the relevant legislation, and the Bank cannot be held liable for any kind of damage or violation of the rights of third parties.

6.4.11. Customer understands and agrees to these Terms and Conditions.

Chapter VII. PERFORMANCE OF OPERATIONS

7.1. The payment orders within the scope of the legal provisions on payment services and amending certain normative acts are considered correctly executed, as concerns the payee, if they are executed in compliance with the IBAN supplied by the Customer. If the IBAN supplied by the Customer is incorrect, the Bank will not be held responsible for the non-execution or defective execution of the payment operation;

7.2. The consent for the processing of the payment orders is deemed expressed if, with the use of the confidential access data, the client clicks on the specific transaction confirmation buttons, confirming the transmission to the bank of any types of transactions, including scheduled and/or recurring payments.

The consent can be revoked until the bank receives the payment order for processing.

7.3. The Bank ensures the processing of RON payments ordered by the Customer and their introduction in the multilateral interbank settlement flow, depending on the time of their reception as follows (the abbreviations T, T+1 refer to banking days, from Monday to Friday):

- small-value payments to commercial banks in Romania (below RON 50.000) processed until 13:00h during the T working day will be presented for electronic settlement on the same day; payments processed after 13:00 will be presented for electronic settlement on day T+1;
- large value payments to commercial banks in Romania (over or equal to RON 50,000) or those marked as URGENT processed until 15:00h on working day T will be presented for electronic settlement during the same day; those processed after 15:00h will be presented for electronic settlement on day T+1;
- small-value payments (below RON 50,000), with the State Treasury as beneficiary, processed during day T until 13:00h, shall be presented for settlement on the same day; those processed after 13:00h, will be presented for electronic settlement on day T+1;
- large value payments (over RON 50,000) or those marked as URGENT in favor of the State Treasury, processed during day T until 15:00h will be presented for settlement during the same day; those processed after the mentioned hour, will be presented for settlement on day T+1;

- interbank payments in RON received on Saturdays (non-banking working day), on Sunday or other non-working days will be evidenced on the account and presented for electronic settlement on T day (next banking day);
- Transfers among own accounts and intrabank RON payments are processed 24/7.

7.4. For payments in RON exceeding certain amounts, the Bank's employees may request the customers' representatives, legal entities or individuals (as the case may be), to confirm the payment by phone or email.

7.5. The Bank ensures the processing of the FCY payments ordered by the Customer and their introduction in the FCY bilateral settlement circuit depending on the moment they are received, as indicated in the payment processing schedule available in the application (abbreviations T, T+1 and T+2 refer to working banking days):

- URGENT inter-bank FCY payment orders, processed on day T, between 09:00h - 18:00h shall be settled not later than the value date T+1;
- inter-bank FCY payment orders, processed on day T, between 09:00h - 18:00h shall be settled with the maximum value date T+2;
- inter-bank FCY payment orders received outside the abovementioned hours shall be processed 24/7 and shall be entered in the settlement circuit on the following banking business day according to the 2 sections above;
- transfers among own accounts and intrabank payments, regardless of the value thereof, are processed 24/7.

7.6. The Bank shall process EUR payment orders under Regulation (EU) No. 260/2012 and payments towards the EU member states only with SHA charges and without emergency.

The Bank shall process EUR payment orders to payees in EU member states only with SHA charges.

7.7. For payments in FCY exceeding certain amounts, the Bank's employees may request the customers' representatives, legal entities or individuals (as the case may be), to confirm the payment by phone or email.

7.8. The Bank ensures the processing of foreign exchange and currency conversion operations received by the Bank 24/7.

Foreign exchanges and currency conversions received after 17:30 (Monday to Friday), on Saturdays, Sundays and on non-banking working days shall be processed within the limit of RON 50,000 (equivalent in other currency).

7.9. Accessing credit facilities from BT Go.

The customer can access lending products from the Bank, directly from the BT Go application, under the terms and conditions and in the manner in which they are presented in the user manual and in the dedicated sections of the application, and according to the terms and conditions of the loan agreement available when such loans are accessed.

7.10. Early repayments

By accepting the Terms and Conditions for the Use and Performance of Banking Transactions via the BT Go Internet/Mobile Banking app, the Client grants a mandate to the appointed users to use BT Go, also granting them the right to make prepayments for the loans the Client has accessed from Banca Transilvania. The Client can access an updated repayment schedule, on request, in any of the Bank's territorial units and/or online, via BT Go. The Client undertakes to communicate the new repayment schedule to each Guarantor/Co-debtor. The Client's legal representative also warrants that they have the right to sub-mandate the right to represent the company to third

parties and that they act only within the limits of the law and the articles of incorporation of the company they represent.

By accepting the Terms and Conditions for the Use and Performance of Banking Transactions via the BT Go Internet/Mobile Banking app, the Client/User releases the bank from any liability for the operations carried out through the designated users. Therefore, the Bank shall not be liable for any direct or indirect loss, damage, injury, including but not limited to loss of profit, data, reputational loss, arising from the use by the client/users of the functions available in BT Go.

In this regard, the Client/Users represent and warrant that they hold all the necessary approvals from the statutory bodies for these transactions and that they are legally authorized for this purpose, in accordance with applicable laws, the articles of incorporation, and their own internal regulations.

7.11. Invoicing via the FGO solution

The bank offers a 24/7 online invoicing solution, provided by FGO, to its corporate customers.

This section shall be available to the business customers using BT Go.

If the BT Go user has never used the FGO solution and wants to access the Invoices section of BT Go Internet Banking, they will need to create an FGO account. To create the account one must follow the steps outlined in the BT Go screens in this respect, then go to the “Invoices” section in the central dashboard of the app or create an account directly on the www.FGO.ro.

If the user is already using the FGO solution, they will be able to log into FGO via the Internet Banking app with the credentials provided by FGO for authentication.

Banca Transilvania, through the BT Go Internet Banking application, sends the following data to FGO:

- The VAT number of the customer (legal entity) who has granted the user the right to log in to their BT Go account.
- The list of the VAT numbers of the companies that have granted the user the right to access and operate BT Go; the list of the IBANs of the company on the account of which the user has access and operating rights in BT Go.

Representations:

By accepting the BT Go Terms and Conditions, the Customer grants a mandate to the users designated by the Customer for the use of BT Go, granting them the right to log into FGO on behalf of the company, and hence the Customer agrees to take responsibility that the company's data, i.e. the VAT no. and IBAN of their accounts opened with BT will be transmitted to FGO.

The customer's legal representative also declares that they have the right to sub-mandate the right to represent the company to third parties and that they will act only within the limits of the law and the articles of incorporation of the company they represent.

By accepting these Terms and Conditions, the Customer releases the bank from any liability for the operations carried out by the Customer in FGO through the designated users, whereby the legal relationship in this case is exclusively between the customer and FGO. Therefore, the Bank shall not be liable for any direct or indirect loss, damage, injury, including but not limited to loss of profit, data, reputational loss, arising from the use by the customer of FGO.

Chapter VIII. PARTIES' LIABILITY UNDER THE BT GO INTERNET/MOBILE BANKING AGREEMENT

8.1. BANK'S LIABILITY

8.1.1. The BANK must keep, for at least 5 years from the date of their execution, all the records of the Customer's transactions, both domestic and foreign, in order to enable the Customer to easily provide, if necessary, the information required by the competent authorities.

8.1.2. If the document issue and download service is no longer available, for reasons attributable to the Bank, the Customer can export documents in PDF format.

8.1.3. The Bank shall not be held responsible for the transaction requested by the Customer via his/her representatives that have not been notified to the Bank in accordance with the provisions herein.

8.1.4. The Bank cannot be held responsible for damages caused by the inappropriate use of the instructions of the Internet/Mobile Banking app, made available to the Customer via the app.

8.1.5. The Bank is not liable for the loss of profit, material or moral damages suffered by the Customer.

8.1.6. The Bank shall not be held liable in the following situations:

- a) when, due to the negligence of the Customer or correspondent banks, the identification elements become known to other persons.
- b) wrong data have been sent to the Bank via the communications network.
- c) if the customer's IT system has been accessed by unauthorized third parties or has been hijacked (system access by other persons/hackers).
- d) When the Customer discloses identification / access elements for the BT Go application, as a result of "phishing" attacks or viruses affecting the Customer's equipment.

8.1.7. The Bank shall not be held liable for the accuracy or truthfulness of any information, instruction or message, coming from the Customer or a third party.

8.2. CUSTOMER'S LIABILITY

8.2.1. As of the acceptance of the provisions of the BT Go agreement, the Customer agrees to and assumes all the consequences and risks for INTERNET transactions ordered by the Customer via the BT Go Internet/Mobile Banking app.

8.2.2. The Customer is liable for the consequences arising from the use of their identification elements within the BT Go application by another third party due to the customer's fault and assumes all the risks which might result from such actions.

8.2.3. The Customer is deemed responsible for the accuracy and the correctness of the information, instructions and other messages sent to the Bank.

8.2.4. The Customer shall not use the account opened with the Bank in order to perform transactions related to gambling activities which do not fulfill the conditions stipulated by the law, transactions related to the acquisition of pornographic products/services (including video chat or other related services), transactions related to the purchase of weapons/ammunition without fulfilling the conditions stipulated by law, transactions with virtual currencies. Should this requirement not be observed, the Bank may immediately block the access to the application and terminate the business relationship without notice.

8.2.5. The Customer shall be fully liable for losses and consequences arising out of or in connection with the use of BT Go in the following situations:

- i) the Customer has disclosed the BT Go login details to anyone else.
- ii) wrong data have been sent to the Bank via the communications network.
- iii) if the customer's IT system has been accessed by unauthorized third parties or has been hijacked (system access by other persons/hackers).

- iv) When the Customer discloses identification / access elements for the BT Go application, as a result of “phishing” attacks or viruses affecting the Customer’s equipment.
- v) the Customer has acted fraudulently;
- vi) the Customer has not taken or has not applied the security measures indicated by the Bank in this document, in the user manual and in the communications sent from time to time;
- vii) the Customer has failed to take reasonable steps to keep the device from which they access BT Go safe
- viii) the Customer has failed to report to the bank a breach of security, the loss of the electronic device from which they are accessing BT Go, and has failed to report any unauthorized transaction as soon as reasonably practicable after becoming aware of the breach, loss or such unauthorized transaction.

8.2.6. The Customer shall be liable for all the losses, damages and reasonable costs and expenses that the Bank might incur as a result of or in connection with the breach by the Customer of the obligations under these Terms and Conditions, including the infringement of intellectual property rights, unless due to negligence or default on the part of the Bank.

Chapter IX. SUSPENSION OF THE ACCESS RIGHTS TO THE BT Go INTERNET/MOBILE BANKING APPLICATION

9.1. The suspension of the access rights to the application and the effective blocking of the User takes place if the User loses/forgets the password (notifying this to the Bank) or types a wrong ID/password for five times consecutively, or enters a wrong PIN in the BT Go mobile app for 5 times consecutively.

9.2. In all situations, the Customer has the possibility to request the account unblocking by the bank, provided that the provisions regarding communication between the parties are observed.

9.3. Likewise, the Customer’s access shall be blocked whenever the Bank considers that access data has been compromised, or illegal operations have been initiated, or the justifying documents required by applicable regulations or other documents, requested by the Bank have not been submitted, or anytime the initiated operations are deemed to be suspicious, or in other cases provided for in the Bank’s General Terms and Conditions.

CHAPTER X. TERMINATION OF THE BT GO INTERNET/MOBILE BANKING AGREEMENT

10.1. The agreement shall automatically terminate by operation of law at the account closing date for reasons authorized by law or at any time, with the parties’ approval.

10.2. The Customer may unilaterally terminate the agreement, provided that the Customer sends a termination notice to the Bank, at least 30 days prior to the proposed termination date. The Customer may cancel the contract unilaterally provided that all its debts to the Bank are fully paid, without additional charges. For this purpose, the Customer must visit the bank and fill in the form provided by the Bank in this respect.

10.3. The Bank may unilaterally terminate the agreement, provided that the Bank sends a termination notice to the Customer, at least 30 days prior to the requested termination date.

10.4. The bank may terminate the agreement if:

- a) the Customer does not fulfill any of the obligations under the Customer's responsibility.
- b) the Customer is bankrupt or in liquidation;
- c) the Customer notifies the Bank that, for unforeseen reasons and due to unforeseen economic or technical circumstances, it is impossible for the Customer to continue to fulfill the contractual obligations.

10.5. The agreement termination notice for the reasons mentioned under Article 10.4 shall be communicated to the other party, at least 30 days prior to the indicated termination date. If, within 30 days from the notice date, the notified party does not raise any objections regarding the termination reason stated in the notice, in order for the parties to initiate an amicable settlement and to resume the agreement, the notice is deemed accepted and the Bank shall proceed accordingly.

If the contracting partner does not agree with the reasons invoked for the termination and an amicable settlement of this situation has failed, this dispute becomes a litigation which will be settled according to the provisions of Cap. XV of this Agreement.

10.6. The Bank reserves the right to terminate the agreement, in a maximum period of 30 days following the emergence of circumstances which could not be foreseen at the date when the agreement was signed and which lead to the amendment of the contractual provisions in such a manner that fulfilling them would be contrary to public interest, as well as at any time when the Bank becomes aware of the fact that the Customer has failed to observe the provisions herein.

10.7. In all the abovementioned cases, the Bank has the right to demand only the payment corresponding to the portion of agreement fulfilled until the date of the agreement cessation.

Chapter XI. CONFIDENTIALITY. PROCESSING AND PROTECTION OF PERSONAL DATA

11.1. The Parties undertake to impose an obligation of confidentiality on all their employees who, as a result of their work, have access to confidential information.

11.2. The use of the BT Go Internet/Mobile Banking service involves the processing of personal data. Details regarding this processing carried out by Banca Transilvania S.A. can be found in the [Privacy Notice regarding the processing and protection of personal data in the context of providing the BT Go Internet and Mobile Banking service \("BT Go Privacy Policy"\)](#), available on the website www.bancatransilvania.ro and, upon request, at any branch of the bank.

11.3. The Bank shall keep the confidentiality and shall not publish or disclose in any way any information or data regarding the customer's account both during and after the termination of the agreement.

11.3.1. The Bank shall only allow access to information about the Customer to employees or persons/authorities who by the nature of their position have access to such data. The Bank shall not allow its employees to disclose any data or information regarding the Customer's account without the prior written consent of the Customer.

The confidentiality restriction does not apply if:

- The information is requested by a judicial authority in the course of a legal proceeding, in accordance with the law, and the disclosure is authorized by the Bank's Management;
- The disclosure of such information protects the Bank against imminent loss;
- The Customer requests in writing the Bank to disclose the information;
- In any other cases provided by law, which require the Bank to disclose information subject to banking secrecy.

Chapter XII. ASSIGNMENT OF THE BT GO INTERNET/MOBILE BANKING AGREEMENT

12.1. Pursuant to this Agreement, the Customer is prohibited from assigning its rights arising from this Agreement to third parties without the prior written consent of Bank.

Chapter XIII. COMMUNICATION

13.1. Any communication between the parties regarding the amendment/update of the agreement clauses, the change of settings shall be made via the application, by post, phone or e-mail.

Chapter XIV. FORCE MAJEURE

14.1. Force majeure, as defined by law, exonerates the invoking Parties from their liability. Force majeure means all circumstances occurring after the conclusion of the agreement and consisting of unforeseeable and insurmountable events under Romanian law. The party invoking force majeure must inform the other party in writing within 5 days of the occurrence of the event.

Chapter XV. SETTLEMENT OF CONFLICTS AND DISPUTES

15.1. This agreement is governed by the Romanian law, being in line and completed “de jure” by legal regulations in force with respect to the banking activity, the mandate related rules, any legal norm regulating the financial/foreign currency field, as well as the legislation for the prevention and punishment of money laundering.

Any litigation between the parties shall be amicably resolved and, in case this is not possible, by any competent court of law in Cluj-Napoca.

The Customer has been informed that they have the possibility to turn to the Center for Alternative Settlement of Bank Disputes (CSALB) to mediate disputes regarding payment services.

15.2. Specific provisions for US users of BT Go

If you are a US user of the BT Go application (user whose identity documents used in the identification/authentication process through the application were issued by the competent authorities in the United States of America), by accepting these Terms and Conditions you agree as:

- (i) any complaints/ dissatisfaction with the processing of your personal data (such as, but not limited to, biometric data) by the provider/third party provider of identity verification services whose solutions are used in within the previously mentioned application (hereafter referred to as Onfido for the purpose of this clause) will NOT be the subject of any litigation/collective actions submitted for settlement to the courts in the territory of the United States of America;
- (ii) any complaints/ dissatisfaction with the processing of your personal data mentioned in point (i) will be subject to an individual arbitration procedure;
- (iii) the settlement through arbitration of any complaints/ dissatisfaction with the processing of your personal data mentioned in point (i) according to the provisions of point (ii) will be carried out in strict accordance with the arbitration procedure established by the supplier/third party provider of the identity verification services (Onfido) as they will be communicated to you.

Chapter XVI. AMENDMENTS TO THE AGREEMENT

16.1. The Bank is entitled to unilaterally amend this agreement during its performance. Amendments shall be notified to the Customer via the BT Go Internet/Mobile Banking application, at least 30 days before the date proposed for the entering into force of the amendments. The Customer has the right to terminate the agreement unilaterally, free of charge, on condition that he/she communicates his/her intention prior to the entry into force of the notified amendments. The 30-day term shall not apply to the contractual amendments imposed by the application of any new legal provisions, such amendments becoming effective according to the enforcement date of the respective provisions. If the bank does not receive an answer from the Beneficiary before the date proposed for the entry into force of the amendments to the agreement, this will be considered tacit acceptance of the new contractual terms and conditions.

Chapter XVII. FINAL PROVISIONS

17.1. The Customer must acknowledge the content of the legal provisions in force in relation to electronic transactions.

17.2. The BT Go Internet/Mobile Banking Agreement comes into force upon the acceptance by the Customer of these Terms and Conditions related to the BT Go Internet/Mobile Banking application and is valid for the duration of the Customer's bank account. The Terms and Conditions shall be accepted when the Customer logs in to BT Go by ticking the box to express the consent to contract.

17.3. The BT Go Internet/Mobile Banking Agreement is supplemented with the provisions laid down in the General Terms AND Conditions of BT applicable to Companies. In the event of any discrepancy between the provisions of this Agreement and the General Terms and Conditions, the provisions of this Agreement shall prevail.