

**Article 1 - Definition of the terms used**

**“Subscriber”** means the legal person or authorized natural person (for the activity carried out exclusively in this capacity), BRD client who requested the provision of e-BRD remote bank service, the beneficiary of this service. The identification data of the Subscriber are mentioned in the e-BRD Access Application or the Purchase/Amendment Form of Banking Products and Services, for the existing client, an integral part of the Contract.

e-BRD allows at the request of the Subscriber the identification within the same Contract of several individuals with different levels of access and powers in terms of signing different transactions. These individuals are defined in the Contract either as the Legal Representative of the Subscriber, Contract Administrator or as Authorized Users.

**“Contract Administrator”** means the natural person designated by the Legal Representative of the Subscriber to maintain the relationship with the Bank whenever it is necessary to block/unlock Authorized Users or the Token device. The Contract Administrator will receive from the Bank the personalized security Elements and will send them to the Authorized Users under confidentiality conditions.

The Contract Administrator will receive by e-mail a password that will allow phone authentication, whenever the Helpdesk Service is called. The Legal Representative of the Subscriber may decide to either to provide themselves the role of Contract Administrator or to designate another person as Administrator. Only one Administrator may be appointed under an e-BRD Access Contract.

**the “Bank”/BRD** means - BRD Groupe Société Générale, and any reference to the Bank herein shall be understood as including any of its territorial units (mobile office, place of business, sales office, agency or branch).

**“e-BRD”** is a remote banking service in the form of an electronic payment instrument, which allows the carrying out of current banking operations through Internet distribution channels, by accessing the website [www.e-brd.ro](http://www.e-brd.ro) and Mobile distribution channels, using the e-BRD Mobile application

**“e-BRD Mobile”** is an application that is installed from dedicated stores for Android and IOS. e-BRD Mobile can be activated only by the users of the e-BRD service, who can access it for the use of the functionalities offered within the service.

**“API”**: unique dedicated interface through which the Bank communicates safely with TPP and follows the instructions for initiating payment and requests for information addressed by TPP, necessary for the Account Information Services and Payment Initiation Services that TPP provides to the Subscriber, duly authorized in advance by the Subscriber, based on their express consent.

**“AISP (Account Information Service Provider - FSSIP)”**: payment service provider that provides account information services.

**“PISP (Payment Initiation Service Provider - PSIP)”**: payment service provider that carries out payment initiation services.

**“TPP (Third Party Provider)”**: a third party providing payment services, which may be AISP or PISP.

The **“Contract”** is made up of the following: The General Conditions to Access the e-BRD Service, the e-BRD Access Application or Purchase/Amendment Form of Banking Products and Services, for the existing client, accompanied by the Annex(es), which contain(s) details about the accounts which will gain access to e-BRD, General Banking Conditions for Legal Persons/Authorized Natural Persons/Liberal Professions, User Manual and List of Fees and Commissions in Lei and foreign currency for Legal Persons/Authorized Natural Persons and Liberal Professions. The contractual documents mentioned above represent the agreement between the Subscriber and the Bank regarding the provision by the latter of the e-BRD service. They

cancel / replace all verbal and written agreements or correspondence prior to signing the Contract, related to the provision of the e-BRD service.

**“Support Account”** means the current account specified by the Subscriber from which the Bank withdraws the use monthly fee. The typology of bank accounts that can be defined as a Support Account is established by the Bank and communicated to the Subscriber at the time of accessing the service.

**“PIN code”** is a numeric password that must be typed by the Authorized User in order to be able to access the dynamically password generation module of the Token device.

The PIN code can also be used to generate passwords dynamically with the BRD Sign authentication function in the e-BRD Mobile application, when fingerprint recognition or facial recognition are not used.

**“Token”** means the secure device that can be provided by the Bank at the date of conclusion of this Contract for the use of the e-BRD service. The token is a portable device that dynamically calculates passwords based on the 3-DES cryptographic algorithm that are valid for a limited time. For security reasons, the Token device is also equipped with a PIN access code.

**BRD Sign** is the authentication function (token software) in the e-BRD Mobile application necessary to connect/sign transactions in the e-BRD website/ e-BRD Mobile. BRD Sign can be used as an alternative to the Token device, and can be installed on one or more (maximum 8) mobile Android or IOS devices (mobile phone/tablet), along with the e-BRD Mobile application, regardless of the mobile operator/Internet service provider or SIM card type (subscription or prepaid).

In order to generate the passwords required to connect/sign on the e-BRD website/ e-BRD Mobile, BRD Sign can be accessed by fingerprint recognition, facial recognition or by entering the PIN code.

Authorized Users can change their authentication method, from Token to BRD Sign, bearing the Commission related to the authentication software, according to the List of Fees and Commissions in lei and foreign currency for legal persons/ authorized natural persons.

Each authorized user must use a Token device/BRD Sign to access the e-BRD website/e-BRD Mobile and to sign payment orders.

**“Encryption password”** is the file opening password containing the Contract Administrator password. This password is set by the customer, has 8 characters and can contain letters - capital letters and numbers. This password will be filled in on the e-BRD Access Application or on the Purchase/Amendment Form of Banking Products and Services, for the existing customer.

**“Custom Security Elements”** are the identification elements necessary to use the e-BRD service. These are:

- User ID, representing the personal identification code provided by the Bank, which the Authorized User will use to access the e-BRD service.

- Password generated by the Token device/ BRD Sign.

The connection and signature methods depend on the type of token used and are described in the user manuals of the e-BRD website / e-BRD Mobile application.

A user's security elements (user ID and token/BRD Sign license) are the same for the e-BRD website and e-BRD Mobile.

**“Subscriber's Legal Representative”** is the person designated in the Subscriber's instruments of incorporation or other documents to act in the name and on behalf of the Subscriber, to represent the Subscriber in the relationship with third parties (the Bank included). In case the legal representative of the Customer is replaced or in case of limitation of their mandate by the default update of the specimen of signature submitted to the bank, changes at the level of the e-BRD service will be made based on

the supporting documents submitted to the Bank. These changes will be highlighted by an addendum to the ongoing Contract.

The Legal Representative of the Subscriber will establish:

- the accounts with which the Subscriber will subscribe to the e-BRD service;
- the Support Account from which the usage monthly fee related to the e-BRD service will be paid;
- the Contract Administrator, the access rights and the powers granted to it, if applicable;
- the Authorized Users, access rights and signing powers of transactions granted to them.

**"Helpdesk Service"** is the support service dedicated to Subscribers using the e-BRD remote bank product.

The contact details and the operating schedule of this service are displayed on [www.e-brd.ro](http://www.e-brd.ro).

**"Authorized Users"** means all designated users who may have a certain level of access to the functionalities of the service and a certain level of signature competence. All these are completed for each Authorized User in the e-BRD Access Application or the Purchase/Amendment Form of Banking Products and Services, for the existing customer accompanied by the related Annex(es). In addition, each Authorized User has an individual name (e-BRD username) for connecting to the e-BRD website/e-BRD Mobile provided by the Bank. The signature ability assigned to an Authorized User may be different on the accounts defined by the Legal Representative of the Subscriber in the Access Application or the Purchase/Amendment Form of Banking Products and Services, for existing customers accompanied by the related Annex(es). If an Authorized User requests the performance of an operation not mentioned in their profile, this operation will not be processed by the Bank.

The Authorized User will no longer have access to the functionalities of the service in case of cancellation of the powers granted to them. Any cancellation of the powers granted to an Authorized User will be made by filling in the e-BRD Access Application or the Purchase/Amendment Form of Banking Products and Services, for existing customers accompanied by the related Annex(es) and the Bank must be notified as soon as possible by the Legal Representative of the Subscriber/Contract Administrator in order for it to make the necessary changes on the bank (business) day following the date on which the request was received.

The access rights to accounts and the transaction signing powers of each user granted through the Annex to the e-BRD Access Application or the Purchase/Amendment Form of Banking Products and Services, for existing customers will apply implicitly in the e-BRD Mobile application, as well as for the API.

**"Working Day"** represents a bank day (except for the Saturdays and Sundays and the other legal holidays accepted in Romania) in which the Bank performs specific activities and is opened to the public.

**"Transfond"** – the Transfer of Funds and Settlement Company, is the administrator and operator of the Automated Clearing House for interbank commercial payments – specialized IT infrastructure, called SENT.

**"Instant Credit Transfer or Instant Payment"** is the credit transfer between accounts opened with payment service providers who have joined the Instant Lei Payments (CPI Lei) component of the SENT Credit Transfer Scheme operated by Transfond, which meets the conditions detailed in Article 7.5. And which is processed instantly. Transfond provides the settlement of domestic interbank payments in Lei of low value (less than 50,000 Lei) in Romania between the participants to SENT, including payments executed through the Instant Lei Payments (CPI Lei) component of the SENT Credit Transfer Scheme between the participants in this component of SENT. The execution of an

instant payment, according to the Instant Lei Payments (CPI Lei) component of the SENT Credit Transfer Scheme implies that the transfer of the payment amount, from the payer's bank account to the beneficiary's bank account, will be completed in a few seconds. The updated list of participants in this credit transfer scheme is available on the Transfond website at: <https://www.transfond.ro/servicii/casa-de-compensare-automata-sent> ("Lista băncilor care oferă Plăți Instant").

**"BNDS Scheme/BNDS"** (Beneficiary Name Display Service) is a set of rules, practices and standards, administered by the Romanian Association of Banks (ARB) as an optional service to the SEPA RON Credit Transfer Schemes, to which the Participants have joined in order to allow the ordering party to observe any possible inconsistencies between the name/designation of the account holder and the name/designation of the beneficiary indicated by the ordering party in the payment order. The list of payment service providers participating in the BNDS Scheme can be consulted at any time on the Transfond website,

at: <https://www.transfond.ro/pdf/Lista%20b%C4%83ncilor%20care%20ofer%C4%83%20SANB.pdf>.

**"Phishing"** messages means messages/communications of any kind that are apparently transmitted from the Bank in order to ask the recipient to disclose confidential access data to remote bank services or other identifying information of the customer or any products owned by them. In reality, these messages/communications are not transmitted by the Bank, and the persons who transmit them wish to illicitly obtain the respective data.

**"Secure messaging"** is a secure communication channel between the Subscriber and the Bank used for exchanging messages such as information, support request/assurance, sending notifications/recommendations etc.

## Article 2 - Object of the Contract

2.1. The object of this Contract is the provision by the Bank of the e-BRD service, at the request of the Subscriber, for the performance of banking operations.

2.2. e-BRD provides access to the following functionalities:

2.2.1. Consulting Features:

- Consultation of information on account balances and statements;
- Receiving and sending messages from and to the Bank;
- Consultation of information on the commercial offer of the Bank, commercial messages.

2.2.2. Transactional Features:

- Making transfers in Lei in intra- and inter-bank system (including instant credit transfer);
- Making transfers in foreign currency on the territory of Romania and abroad;
- Setting up term deposits with negotiated interest;
- Liquidation of deposits by sending a request to the Bank;
- Currency exchanges at standard and negotiated rates;
- Signing from e-BRD of operations initiated previously through the MultiX application.

2.3. The Features List made available to the Subscriber when signing this Contract can be supplemented by the Bank. They can be performed by the Subscriber without the need to conclude an addendum to the Contract. If the Subscriber considers that the new features are contrary to its interest, it shall have the possibility to terminate the Contract, according to the provisions mentioned in this Contract.

## Article 3 – Access to e-BRD and security conditions

3.1. The Bank reserves the right to:

- not accept an e-BRD Access Application if the conditions to access this service, requested by the Bank and notified to the Subscriber are not met at the time of its submission to the Bank, prior to the conclusion of the Contract;
- restrict access to one or all operations involving debiting an account and, by default, lending to another if the accounts with which the Subscriber has access to e-BRD no longer meet the prerequisites or if the Subscriber does not ensure the availability of a sufficient amount to cover the usage monthly fee of the service.
- refuse to empower a person as an Authorized User with regard to the performance of various operations through e-BRD.
- analyse/delay/refuse to perform operations initiated by the Subscriber through e-BRD if they are considered suspicious, illegal (including in appearance) or cannot be justified.

3.2. Access to the e-BRD website is made via the Internet (on the website **www.e-brd.ro**) and requires the use of:

- a personal computer connected to the Internet and equipped with an operating system;
- software that allows access to the Internet network compatible with the security conditions imposed by the Bank;

3.3. Access to the e-BRD Mobile application and, by default, to the BRD Sign authentication function, which is integrated, is made through an Android or IOS device (phone/tablet) with internet access, after downloading and installing it, under the conditions described in the User Manual.

The use of the e-BRD Mobile application can be done only after the customer has granted the access permissions to: camera, device (reading the status and identity of the device), diagnostics and connections. Giving access to vibration is optional.

Users who wish to use authentication (for sign-in and signing) based on biometric data must grant the necessary access permissions for them.

The e-BRD Mobile application cannot be installed on devices that have root or jailbreak changes.

3.4. It is the responsibility of the Subscriber to dispose, by its own means, to purchase the computer/Android or IOS devices/programs and to ensure its secure connection to the Internet network, in order to meet the conditions described in the User Manuals. Except for the e-BRD Mobile application, the Bank has no obligation to provide hardware or software services to the Subscriber.

3.5. Access to the secure E-BRD area is made at the Authorized User level through a system of customized security elements.

3.6. The connecting and payment order signing method in e-BRD is described in the User Manuals available on the website **www.e-brd.ro**, after login, for the internet website and, namely, in the e-BRD Mobile application, for the IOS/Android application.

3.7. In case of interruption of the operation of the e-BRD service due to any cause, the Subscriber has the possibility to contact the Bank in order to carry out its operations. The Bank is not responsible for the consequences caused by the interruption of the service if the Subscriber does not address the Bank for the performance of the operations.

3.8. It is mandatory for the Contract Administrator to require the persons designated as Authorized Users of the e-BRD service to modify the customized security elements when first accessing the Token device.

3.9. It is the responsibility of the Subscriber to:

- Ensure that the security elements are kept safe (including in the case of receiving phishing messages). The Subscriber is fully responsible for their keeping and using and for the consequences of their disclosure or for their use by third parties;
- Inform the Bank as soon as possible about any suspicions/disclosures/uses of the personalized security elements to unauthorized third parties, about the theft/loss of

Token device or Android/IOS device on which the e-BRD Mobile application is installed, at the Helpdesk Service, (available 24/7 for these actions), about registering any unrecognized transactions to temporary block the access to e-BRD and implicitly to the e-BRD Mobile application.

- Install on the computer from which e-BRD is accessed software to eliminate the risk of disclosing the personalized security elements (antivirus, antispymware, antispam, anti-rootkit etc.) In addition, it is the Subscriber's obligation that the aforementioned software contain a web component and be permanently updated.
- Check with each connection the validity of the server certificate according to the detailed instructions on the website dedicated to the e-BRD service.
- Notify the Bank within maximum 15 calendar days from the handover of the Token device regarding any operating problems of the device. If the Subscriber communicates the malfunction to the Bank before the expiry of this term, the Bank will replace the Token device, unless the malfunction occurred due to the inappropriate way in which the Subscriber used or kept the Token device. After the 15-day period mentioned above, the Bank is not responsible for the hidden vices of the Token device and does not guarantee its proper functioning, the Subscriber having the obligation to purchase a new Token device or a license for activating the BRD Sign authentication function from e-BRD Mobile.

3.10. Using the personalized security elements belonging to the Subscriber represents the unambiguous consent by the latter to the processing of the sent transactions and their consequences may not be attributed to the Bank.

3.11. The Bank informs the Subscribers that it does not require confidential information through web error messages, *phishing* messages sent by e-mail or phone or through other remote communication applications (e.g. WhatsApp, Messenger).

3.12. The Bank shall not be liable for damages caused to the Subscriber as a result of attempts to steal personal data or Internet fraud, which may include:

- sending electronic messages to e-mail users, requesting personal identification or authentication data to the e-BRD service and signing the transactions initiated through this channel;
- receiving by Subscribers of error messages in an attempt to authenticate to the e-BRD service, which are displayed by the Bank only in appearance and requesting the entry of access codes or signing of transactions for which the information was not entered by the authorized user. The bank does not display error messages through which it requests authentication information to the e-BRD service or to sign any transactions.

Subscribers receiving such messages are asked to contact the Bank as soon as possible via the Helpdesk service.

Any atypical manifestation and any change in relation to the standard access page of the **www.e-brd.ro** website must prompt the Subscriber to discontinue any use of it and immediately notify the Bank.

3.13. In the event that risks related to the security of the Bank's IT system or e-BRD service are found or in the event of non-compliance with the provisions of this Contract by the Subscriber, the Bank may unilaterally suspend/terminate the Contract.

3.14. The Subscriber may also, in case of necessity, request the Bank to suspend/terminate the Contract by personally coming to the Bank, by sending a registered letter with acknowledgment of receipt or by sending a request signed with a qualified signature, by email to the address of the customer manager.

3.15. As a security measure, the link to e-BRD for an Authorized User defined in this Contract is closed after a inactivity period of 5 minutes.



Also, the Bank will automatically block the Authorized User's access to the e-BRD service, if three consecutive wrong passwords/user codes are entered in the website or in the e-BRD Mobile application, during the connection authentication process.

3.16. In case a personalized security element related to an Authorized User is forgotten or the Token device is blocked, the Subscriber will call the Helpdesk Service to unlock it, following the standard procedure of the Bank.

3.17. In case of loss/theft of the Token device or Android/iOS device on which the e-BRD Mobile application is installed, the Subscriber will call the Helpdesk service as soon as possible to inform of the loss. The re-entry into possession of a new Token device or the software license for activating the BRD Sign authentication function in e-BRD Mobile will be done by means provided by the Bank in this regard, while bearing the related fee according to the List of Fees and Commissions in Lei and foreign currency for legal persons/ authorized natural persons.

#### **Article 4 - Accounts Usable through e-BRD**

4.1. The types of accounts accessible through e-BRD will be subject to change over time by the Bank, and the Subscriber can subscribe with these new accounts through the methods established by the Bank.

4.2. The list of accounts usable through e-BRD will be communicated to the Subscriber when they come to the Bank in order to access e-BRD.

4.3. The accounts, with the exception of the accounts of the beneficiaries, belong either to the Subscriber or to entities in their group, which have authorized them to carry out consultation operations and/or to issue payment orders through this service.

4.4. The Subscriber guarantees before the Bank the existence and legality of these authorizations. As it concerns the consultation of the accounts opened within the Bank, it will be able to verify the Subscriber's power with the help of documents in its possession and/or its units, and will be able to ask them all additional supporting documents that it will consider necessary.

4.5. The execution of payment orders issued from the accounts opened with the Bank is conditioned by the prior submission or the existence of mandates/supporting documentation associated with the operations.

4.6. The accounts to which E-BRD refers must:

- be valid;
- not to be blocked (garnishment, attachment, movable security, etc.);
- not be subject to a banking ban (e.g. presence in the Payment Incidents Register);
- not be subject to a court ban.

#### **Article 5 - Management of Accounts Usable through e-BRD**

5.1. In order to be able to access e-BRD, the Subscriber must indicate at least one active current account in Lei opened with the Bank, usable through E-BRD.

5.2. The Subscriber is free to make additions/eliminations of accounts from the list of accounts usable through e-BRD, by filling in the specific forms provided by the Bank.

5.3. The Subscriber has the possibility to modify the Support Account of the Contract.

5.4. Exclusion of an account from the list of accounts usable through e-BRD will have no consequence on the existence of that account.

5.5. The accounts available to users for e-BRD will be available by default on the website [www.e-BRD.ro](http://www.e-BRD.ro) and in e-BRD Mobile, to users who choose to install and use this application.

#### **Article 6 – Conditions Specific to the Consultation of Accounts**

6.1. The information related to the accounts with which the Subscriber has access to e-BRD and the transactions carried out

on these accounts can be consulted by the Subscriber on the website [www.e-brd.ro](http://www.e-brd.ro).

6.2. Information related to accounts and operations carried out in these accounts, communicated to the Subscriber through the e-BRD Service, correspond to the Bank's accounting records on the date of supplying the information. In cases where further corrections and information are needed if it is found that certain operations already initiated and processed have not been accounted for or have been accounted for improperly, they are found in subsequent records. Proof between the parties of the registered operations is the statement of account available on the e-BRD website or in the E-BRD Mobile application. Also, there is the possibility that, upon request, statements of account in paper format bearing the signature of the account administrator, as the case may be, may be given as written proof between the parties.

6.3. The update of the information about the status of the accounts is made at a time set by the Bank and communicated to the Subscriber at the time of the conclusion of the Contract. As a result, the balances and details of the operations displayed on the website [www.e-BRD.ro](http://www.e-BRD.ro) or through the e-BRD Mobile application correspond to the information existing at the time of the last update.

6.4. The information regarding the accounts and operations of the Subscriber is available on the website [www.e-brd.ro](http://www.e-brd.ro) or through the e-BRD Mobile application for a period established by the Bank which will be communicated to the Subscriber at the time of the conclusion of the Contract. This period may be modified afterwards, with a prior notification of the Subscriber.

#### **Article 7 - Conditions Specific to Transactional Features**

7.1. The accounts with which the Subscriber has access to e-BRD will be subject to intra-banking (operations between accounts opened with the Bank) and interbank (operations between accounts opened with different banks) transactional features, on the territory of Romania or abroad if:

- Their banking profile allow them;
- The Bank authorizes the transaction features at the time of accessing;
- The Bank has not prohibited access to the transactional features during the execution period of this Contract;
- The Subscriber did not notify the suspension of access to the transactional features during the Contract period.

7.2. The transfers can be made only from accounts opened with the Bank and which are included in the list of issuing accounts with which it has access to e-BRD. Transfers can only be initiated in the currency of the debited account. The rules for the handling and execution of transfers will be communicated to the Subscriber at the time of signing the Contract with the Bank units, and can subsequently be unilaterally modified by the Bank, independent of the Contract. The Subscriber has the obligation to periodically become informed about these rules because the transfers issued by e-BRD, which do not comply to them, will not be processed by the Bank.

7.3. Before ordering a transfer, the Subscriber shall ensure the existence of sufficient balance in the account that will be debited. In the event of an insufficient balance in the Subscriber's account, the Bank reserves the right not to operate the transfer and to keep the operation pending until the account balance allows the transaction to be carried out. If by the end of that day the status of the account is not adequate, the transfer will be rejected and the operation will not be resumed for processing. The Bank is relieved of liability for any damage caused to the Subscriber or third parties involved.

7.4. Transfers made through e-BRD will be executed according to the execution terms applicable to the respective category of payments (deadlines set by the Bank in the document "Time limits for processing credit transfer operations (payments) and debit

instruments for natural persons and legal persons” available on the website [www.brd.ro](http://www.brd.ro), namely the document “Time limits for the execution of the transactions initiated through e-BRD” can be found in the dedicated menu of the e-BRD website at [www.e-brd.ro](http://www.e-brd.ro). As an exception, Instant Credit Transfer type transfers will be executed by the Bank instantly (i.e. immediately after the time of receipt of the payment order, the amount of the payment operation being transferred by the Bank to the account of the payment service provider of the beneficiary in a few seconds) under the conditions provided in the Instant Lei Payments (CPI Lei) component of the SENT Credit Transfer Scheme, regardless of the day and time of receipt of the payment order, if the conditions mentioned in Article 7.5 are cumulatively fulfilled. Under certain conditions, there is a possibility that the processing period of transfers could not be complied with due to reasons not attributable to the Bank. In these situations, the Bank will inform the customers as soon as possible through the messages displayed on the website dedicated to this service or through secure messaging.

7.5. Instant Payment type transfers made through e-BRD must meet the following specific conditions:

- a) can be initiated using the e-BRD service, only to accounts opened with financial institutions in Romania that have joined the CPI Lei SENT Credit Transfer Scheme;
- b) are exclusively interbank credit transfer operations (between accounts opened with different payment service providers);
- c) can be made only in local currency: Lei;
- d) there are small payments: the maximum amount allowed is 49,999.99 Lei/transaction;
- e) are payment orders signed individually;
- f) are processed in real time, 24/7, through the Instant Lei Payment (CPI Lei) component of the SENT Credit Transfer Scheme, in a secure environment, the beneficiary of the amount having immediate access to the funds collected.

For the avoidance of doubt, an operation which meets the conditions mentioned above in points a), b), c), d) and e) of this Article 7.5., cumulatively, shall be automatically processed by the Bank as an Instant Credit Transfer operation, without the need for an additional manifestation of the Subscriber’s will, a notification from the Bank or any other formality.

If, for technical or other reasons (e.g. temporary unavailability of the Instant Lei Payment (CPI Lei) component of the SENT Credit Transfer Scheme or of a participant in the mentioned scheme etc.), the Instant Credit Transfer payment operation cannot be executed instantly, the payment order will be considered received by the Bank according to the time limits applicable to domestic payments in Lei of low value, and the credit transfer payment transaction will be executed within the maximum execution terms applicable to the respective category of payments as they are mentioned in the document “Time limits for the processing of credit transfer operations (payments) and debit instruments for natural persons and legal persons” available on the website [www.brd.ro](http://www.brd.ro), respectively in the document “Time limits for the execution of transactions initiated through e-BRD”, which can be found in the menu dedicated to the e-BRD application at [www.e-brd.ro](http://www.e-brd.ro).

7.6. BNDS is an additional service to the SEPA RON Credit Transfer Schemes and is only available for in the case of electronic payments made to accounts opened with a Romanian bank that has joined as a BNDS participant. BNDS is managed in partnership with Transfond.

BNDS is a service that the Bank makes available to the Subscriber and consists in displaying to the Subscriber, at the time of initiating an interbank credit transfer via e-BRD to a beneficiary account opened with another bank participating in BNDS, based on the IBAN of the beneficiary account filled by the Subscriber in the electronic payment order, of the name/partial

name(s)/truncated name(s) of the account holder associated with the IBAN indicated by the Subscriber in the payment order for the beneficiary's account, obtained by querying the centralized database managed by Transfond related to BNDS. In case of initiating an intrabank payment, the Bank will query its internal database.

According to the requirements of the National Payment Scheme/ the set of rules regarding BNDS, in order to supply/create the database managed by Transfond, BRD must, send to Transfond the partially truncated name of the Subscriber and the IBAN code, so that, when the Subscriber will be the beneficiary of a payment, based on a transfer from another credit institution, participating in BNDS, at the time when the ordering party fills the Subscriber's IBAN, to display for him the partial/truncated name.

If the Subscriber is an authorized natural person or legal entity, the personal data to be transmitted to Transfond are part(s) of the name of the authorized natural person or legal person and the IBAN code (according to the truncation algorithm provided by the set of BNDS rules).

The personal data mentioned above will be transferred to the Transfond centralized database, stored by it and periodically updated (following the information communicated by the Bank about its own clients), from the moment of opening accounts until the termination of the Subscriber's relationship with BRD and will be able to be queried by the other BNDS participants within the limits and purposes described in this article. The processing of the Subscriber's data is aimed at fulfilling the legitimate interest of BRD and Transfond, as associated Operators, to comply with some regulatory requirements requested by the NBR to prevent fraud and unduly payments.

The transfer information of the Subscriber's data to the other BNDS participants, as receiving participants (each of them sending information about the accounts holders opened in their records), is made through secure channels, in the truncated format, with the specific purpose of facilitating the Subscriber's possibility to observe any possible inconsistencies between the name of the beneficiary filled in by him in the payment order and that provided by Transfond regarding the owner of the beneficiary account and to decide, at his free choice, regarding the authorizing or canceling the operation. Thus, the processing of personal data in the context of the BNDS Scheme is aimed to prevent fraud in the execution of payment operations and to reduce the risks related to credit transfer payment operations, respectively reducing the number of erroneous payments (made by mistake or as a result of fraud to incorrect beneficiary accounts which do not belong to the intended recipients of the funds) and, accordingly, reducing the number of the cases of improper incomings.of collection of unduly amounts caseis.

If the Beneficiary Name Display Service is used abusively for the purpose of retrieving information that is not intended to initiate a payment, the Subscriber will be restricted for a limited period in using BNDS. The restriction period of using BNDS will be exponentially increased with each query that was not completed with a payment initiation. The Subscriber will have the technical possibility to complete the initiation of the payment/cancel the payment initiation even if he has been restricted in using BNDS or if the beneficiary of the payment has an account opened with a bank that has not joined BNDS.

The e-BRD service will be displayed to the Subscriber based on filling a valid IBAN in the field dedicated to the beneficiary's account (as described in the the e-BRD user manual):

- a. All first names and the initial of the last name, if the beneficiary of the payment is a natural person
- b. Parts of the legal person/authorized natural person name when the beneficiary of the payment is a company or an authorized natural person. If the Subscriber initiates a payment to an account opened at a banking

institution that is not a participant in BNDS, no details about the name of the beneficiary will be displayed.

7.7. Transfers may be performed up to a maximum threshold per transaction and/or per day. These thresholds are set by the Bank and may be modified with the prior notification of the Subscriber, in accordance with the provisions of this Contract.

7.8. The maximum thresholds set by the Bank may be modified by the Bank based on the Subscriber's request, by filling in the Access Application and the related Annex(es).

7.9. Payment orders can be entered manually or can be uploaded/imported from payment order files, via the web pages of the website [www.e-brd.ro](http://www.e-brd.ro) or via the e-BRD Mobile application. The files with uploaded/imported payment orders must comply with the format provided by the Bank, available in any unit of the Bank and on [www.e-brd.ro](http://www.e-brd.ro).

7.10. To sign the transfers, the Subscriber can define different Authorized Users, with different signature powers according to the e-BRD Access Application or the Purchase/Amendment Form of Banking Products and Services accompanied by the Annex(es) related to each user. The checks carried out by e-BRD will be made on the basis of these user profiles provided by the Subscriber to the Bank.

7.11. The definition of user profiles is the responsibility of the Subscriber through the Legal Representative and therefore it is the subscriber's responsibility to establish in an appropriate manner the access levels and signature powers that they grant to Authorized Users.

7.12. If the Subscriber wishes to change the access level or the signature power of an Authorized User, it is their duty to inform the Bank of these changes in due time by filling in the e-BRD Access Application or the Purchase/Amendment Form of Banking Products and Services, for existing customers, accompanied by the Annex related to that user. The necessary changes must be communicated to the Bank as soon as possible by the Subscriber's Representative/Contract Administrator for it to operate on the bank (business) day following the date on which the request was received. Until the Bank receives such changes from the Subscriber, the Bank is entitled to consider the information and identification details in its possession as valid. The Bank shall not be liable in any way for any damages caused as a result of the timely and safe non-communication of the changes/additions that have occurred or if they have been communicated to the Bank by the Subscriber in any other way than by filling in the e-BRD Access Application or the Purchase/Amendment Form of Banking Products and Services, for existing customers accompanied by the Annex(es) related to the relevant users.

7.13. The Subscriber is responsible for all the consequences resulting from sending or handling errors on its part.

7.14. The Bank is exempted from liability for any loss or damage caused to the Subscriber, to the payment beneficiary or to any third parties involved, due to the non-performance of transfers, if the transfers ordered by the Subscriber through e-BRD website of e-BRD Mobile fail to comply with the provisions of this Contract and shall not pay any damages to such parties or to any third party.

7.15. The Bank is not responsible for the content of payment orders (e.g. transactions details, beneficiary bank etc.), it shall retrieve and transmit the payment orders as they were filled in by the Subscriber. The Bank does not have the right to modify payment orders signed and sent by the Subscriber to the Bank, nor to cancel the transaction initiated upon the request of the Subscriber, in accordance with this Contract.

The Bank shall set for each authorized user a standard limit of RON 200,000 for the total daily amount of payments. In cases where users expressly request the Bank to establish a different value of the daily transaction limit or the possibility to transfer without setting a maximum limit, the Bank will operate the

payments instructed by the users, but the Bank's liability will be limited to the standard threshold of RON 200,000/day. In these cases, the liability for any losses related to operations exceeding the standard limit of the Bank shall belong to the users.

7.16. The Bank reserves the right to automatically refuse any operations initiated through e-BRD if they are considered suspected of fraud and it is not possible to obtain a telephone confirmation of the User for manual validation or rejection.

In addition, the Bank has the right to block the Subscriber's access to e-BRD when it has reasonable suspicions that the Subscriber's identification/access elements are used by unauthorized persons in a fraudulent way, including in the cases where there are suspicions of fraud through the use of phishing messages.

7.17. If the Subscriber denies that they have authorized an executed payment transaction or claims that the payment transaction was not properly executed, they must prove that the payment transaction was not properly authenticated or registered. The terms of appeal are those provided by the legislation applicable to bank payments. Use of the e-BRD website/e-BRD Mobile application by introducing personalized security elements is sufficient proof that the payment transaction has been authorized by the Subscriber.

7.18. The introduction by the Subscriber of the personalized security elements in a screen different from the standard one of the e-BRD website/e-BRD Mobile application represents serious negligence on the part of the Subscriber. The subscriber shall bear any losses resulting from their negligence.

## **Article 8 - Information Communicated through e-BRD and banking operations**

8.1. The information communicated through e-BRD and the operations transmitted by the Subscriber are carried out in accordance with the provisions of this Contract.

8.2. Account statements printed by the bank or available in e-BRD, as well as records of the systems used to receive the Subscriber's instructions or their reproductions on computer or paper media, will continue to provide undeniable proof of receipt of the instructions mentioned, justification of carrying out the corresponding operations and the collection of related commissions. In case of dispute, no other document printed by the Subscriber represents a proof.

## **Article 9 - Other Responsibilities**

9.1. The Bank undertakes the obligation to implement the means of receiving and/or issuing computerized data.

9.2. The Bank undertakes no responsibility for the transportation of information. The Bank does not intervene in disputes between the Subscriber and the Internet Service Provider.

9.3. The Bank does not undertake responsibility for situations where the Subscriber's computer system has been accessed by unauthorized third parties or if the Subscriber does not show a diligent attitude and reveals the access elements to the service in response to error or other messages displayed only apparently by the Bank or to *phishing* type messages received by the Subscribers.

9.4. The Bank or the Subscriber shall not be liable if failure to fulfil their contractual obligations is due to a force majeure event.

9.5. The Bank shall not be liable for any loss of profit, material or moral damages suffered by the Subscriber or any other type of indirect damage.

## **Article 10 - Force Majeure**

10.1. The case of force majeure is any event unpredictable, inevitable and independent of the will of one of the parties, which absolutely prevents it from fulfilling totally or partially its contractual obligations (e.g. natural disasters, war, strikes).



10.2. In case of force majeure, the Subscriber and the affected party will communicate the occurrence of the force majeure event by phone or fax or registered letter with acknowledgment of receipt, within a maximum of 5 calendar days, following that in the next 15 calendar days to send the Certificate issued by the competent authorities regarding the force majeure event, by registered letter or by submission to the Bank.

10.3. In case of force majeure, the Bank will communicate such an event, in the manner it deems appropriate (display at the Bank's offices, and/or on the Bank's website, without limitation to these means).

#### **Article 11 - Cost of the Service**

11.1. The service is offered on the basis of a usage fee payable monthly, on the last day of the month, at the initiative of the Bank, by automatically debiting the Support Account indicated by the Subscriber.

11.2. For the transaction and consultation operations (if applicable) performed by the Subscriber using the e-BRD service, separate fees and commissions will be applied, in accordance with the List of fees and commissions in Lei and foreign currency for legal persons/authorized natural persons and liberal professions, documents available in BRD offices, on the website [www.brd.ro](http://www.brd.ro), section "Fees and commissions" (<https://www.brd.ro/tarife-si-comisioane>).

11.3. The monthly usage fee and the commissions related to the banking operations performed through e-BRD are those published in the List of fees and commissions in Lei and foreign currency for legal persons/authorized natural persons and liberal professions. The Bank reserves the right to subsequently change the fees and commissions related to the use of this service, the update being notified to the Subscriber by posting it at the Bank's offices or on the institutions' website. The Subscriber shall be under an obligation to periodically inform themselves of the level of fees and commissions charged by the Bank.

11.4. The Bank reserves the right to proceed with the retention of the amounts due by the Subscriber resulting from this Contract from the Support Account, as well as from other accounts held by the Subscriber with the Bank.

11.5. The operations carried out on the accounts with which the Subscriber subscribed to e-BRD and the related bank fees are reflected in the Subscriber's statements of account, available on [www.e-brd.ro](http://www.e-brd.ro).

11.6. At the express request of the Subscriber, the Bank shall make available to them on the same day as the submission of their request to the Bank a detailed list of operations performed, in the case of current accounts. This request of the Subscriber will be charged according to the List of fees and commissions in Lei and foreign currency for legal persons/authorized natural persons and liberal professions.

11.7. In order to use the e-BRD service, the Bank provides the Token connection/signing device or a software token license to activate the BRD Sign authentication function from the e-BRD Mobile application, for which a fee is charged according to the List of fees and commissions in Lei and foreign currency for legal persons/authorized natural persons and liberal professions.

#### **Article 12 - Confidentiality of Information**

12.1. The bank complies with the professional secrecy. Its staff has a legal obligation not to disclose confidential information that they are aware of. Professional secrecy cannot be opposed to persons, authorities and bodies authorized by law.

12.2. From the moment of access to e-BRD, the Subscriber authorizes the Bank to communicate any information related to them (personal data, data about the Subscriber's accounts and transactions) to external partners for the performance of

operations related to e-BRD, in compliance with the legal provisions regarding the protection of personal data.

12.3. Received personal information about Authorized Users and Administrator will be processed by the Bank in accordance with the provisions of the applicable legislation for the protection of individuals with regard to the processing of personal data and for the free movement of such data, in particular, the provisions of EU Regulation 2016/679 on the protection of individuals with regard to the processing of personal data and on the free movement of such data. The Subscriber's Representative acknowledged the document "Information on the Processing of Personal Data", the version in force on the date of signing this Contract. The document is part of the General Banking Conditions for Legal Persons/ Authorized Natural Persons/ Liberal Professions and is available free of charge in any BRD unit or on the bank's website, at <https://www.brd.ro/prelucrare-datelor-cu-caracter-personal>.

Regarding the BNDS Scheme, the Subscriber can submit a request to exercise a right from those mentioned in the "Information on the Processing of Personal Data" document, above mentioned, to any of BRD and Transfond, and following they will inform each other, so that to respond to the Subscriber within the legal term. The Subscriber's main contact point is BRD, at the address in the "Contact" section of the "Information on the Processing of Personal Data", and if the Subscriber addresses Transfond, it will redirect to the Bank the Subscriber's request to exercise the rights provided by the RGPD (Regulation (EU) no. 679/2016). In case of incidents regarding the protection of personal data that require prior information of the Subscriber, he will be informed by BRD, who will agree in advance with Transfond the content of the information.

#### **Article 13 - Proof of the Instructions Sent through e-BRD, the Retention Period of These Data and the Deadlines for Submitting Complaints**

13.1. The undeniable proof for the Bank of receipt of instructions from the Subscriber, the justification of execution of related transactions and the charging of related fees is represented by the records of the systems used to receive instructions from the Subscriber or their reproductions on computer medium or on paper (statements of accounts printed by the Bank and available in e-BRD). The period for storing these instructions on the Bank servers is of 10 years from the date of closure of the year in which they were prepared, as required by the law in force. The complain terms are those provided by the legislation applicable to bank payments, namely Law no. 209/2019.

#### **Article 14 - Duration of the Contract, Suspension and Termination**

14.1. This Contract shall enter into force on the date of its signature by both parties (the date of approval by the Bank of the Contract) and shall be concluded for an indefinite period.

14.2. The Bank may unilaterally terminate the Contract with a 30 calendar day' notice sent by registered letter with acknowledgment of receipt, stating the reason for the termination.

14.3. In case of closure of the Support Account or if it no longer complies with the provisions of this Contract and in the absence of another account that could be chosen as the Support Account, the Bank shall terminate the Contract without any prior notice.

14.4. The Bank reserves the right to suspend access to the transactional features in case of failure to meet the conditions specified in Article 7 of this Contract until the date on which its provisions will be fulfilled.

14.5. The Bank reserves the right to suspend access to the e-BRD service if the Subscriber does not pay its monthly usage fee within 5 days from the due date for the payment of the commission (or does not ensure the balance necessary to take over the

Commission). If the Subscriber does not pay the monthly usage fee within 15 calendar days from the due date, the Bank has the right to terminate this Contract with immediate effect without notifying the Subscriber and without any additional formality.

14.6. The Subscriber may request at any time the unilateral termination of the Contract by personally coming to the Bank, by sending a registered letter with acknowledgment of receipt or by sending a request signed with a qualified signature, by email to the address of your customer manager. The unilateral termination shall rightfully operate starting with the second working day from the date the Subscriber comes to the Bank or starting with the second working day from the date of receipt of the letter. In case of unilateral termination, the parties must take all necessary measures to find a solution for the ongoing operations.

#### **Article 15 - Amendment of the Contract**

15.1. Given the possible evolution of the contractual conditions, as well as the features offered through the e-BRD service, it remains for the Bank to adapt or modify at any time the content of this Contract. Any amendment of the Contract shall be brought to the attention of the Subscriber at the Bank's units by statement of account/display at the Bank's units/on the Bank's website and shall enter into force starting with the date mentioned in the document displayed, but in any case, not earlier than the completion of a period of 30 (thirty) calendar days from the date on which they were notified and/or made available to the Subscriber in accordance with this article. Other information methods used are secure messaging and the website dedicated to the service, [www.e-brd.ro](http://www.e-brd.ro).

15.2. The Subscriber has the possibility, until the date of entry into force of the mentioned changes, to notify the Bank at the bank unit where they opened the account, by registered letter with acknowledgment of receipt or by sending an electronic signed request with qualified signature, by e-mail to the address of the customer manager, the refusal of the new conditions, such action resulting in the termination of the Contract. Subscriber's failure to submit such notification by the date of entry into force shall mean a tacit acceptance by the Subscriber of the new Contract.

#### **Article 16 - Intellectual Property Rights**

16.1. The content of the website [www.e-brd.ro](http://www.e-brd.ro) (information, images etc.), of the e-BRD Mobile application, as well as the related software are intellectually protected and are owned by the Bank. Outside the provisions of this Contract on how to access and operate the service, any activity for operating it (such as reproduction, adaptation, representation etc.) is not allowed without the prior consent of the Bank and shall be sanctioned according to the laws in force. The Subscriber is responsible for any culpable act, on the part of their employees or subordinates provided in this Contract.

#### **Article 17 - Subscriber' Notification by the Bank**

17.1. Any amendment of this Contract, any information related to the e-BRD service and any additional data necessary for the use of this service will be brought to the attention of the Subscriber by the Bank through the messages displayed on the website dedicated to this service or through secure messaging, the Subscriber having the obligation to periodically review these updates.

17.2. The Bank will notify the Subscriber by sending a message in e-BRD about the official changes to the website [www.e-brd.ro](http://www.e-brd.ro)

and the standard screen of e-BRD Mobile. Without such notice from the Bank, the Subscriber has the obligation to cease any use of the e-BRD/e-BRD Mobile website and to notify the Bank immediately if there are differences on the official website [www.e-brd.ro](http://www.e-brd.ro) on its station/accessing screen of the e-BRD Mobile application from the standard one. Any difference is a sufficient indication that the station/Android or IOS device from which the application is accessed has been infected.

17.3. Communications between the parties regarding the amendment/updating of the clauses of this Contract can also be made through secure messaging available through the website dedicated to the e-BRD service, [www.e-brd.ro](http://www.e-brd.ro) and through the e-BRD Mobile application.

#### **Article 18 - Final Provisions**

18.1. In case of change of the persons designated as Authorized Users of the e-BRD service (or other data included in this form), the Subscriber is obligated to inform the Bank of these changes. In this regard, the Subscriber shall sign in front of the Bank's representative the e-BRD Access Application or the Purchase/Amendment Form of Banking Products and Services, for the existing customer accompanied by the related Annex(es). The necessary changes must be communicated to the Bank as soon as possible by the Subscriber's Representative/Contract Administrator for it to operate on the bank (business) day following the date on which the request was received. Until the date when the Bank receives such documents, filled in by the Subscriber, confirming the change of the Authorized Users of powers thereof, the Bank is entitled to consider the information and identification details in its possession as being valid. The Bank is in no way liable for the potential prejudice caused following the failure to promptly notify under safe conditions of such changes/completions, or in case the same were notified to the Bank by the Subscriber without being followed by documentary evidence in the form agreed by the Subscriber and the Bank.

18.2. The Subscriber and the Bank undertake to make every effort to settle amicably any dispute that may arise between them, arising out of or in connection with the performance of this Contract. In case of failure to settle amicably, the parties to this Contract will submit the dispute to the competent courts.

18.3. On the signing date of the Access Application, the Subscriber has become aware of all relevant information in relation to the Contract and agrees with the provisions of this Contract and the General Banking Conditions for Legal Persons/Authorized Natural Persons/Liberal Professions in force at the date of signing, which supplements this Contract. In case of discrepancies between the provisions of this Contract and the General Banking Conditions for Legal Entities/Authorized Natural Persons/Liberal Professions, the provisions of this Contract prevail.

18.4. The Subscriber agreed with the Bank that, in connection to the Contract, the provisions of Title III and those on which they may dispose of from Title IV of Law no. 209/2019, as amended and supplemented, shall not apply in their entirety.

18.5. This Contract was concluded in 2 two original copies, one for each party, today, and shall enter into force from the date of its signature by both parties.





GROUPE SOCIÉTÉ GÉNÉRALE

BRD-Groupe Société Générale S.A  
Turn BRD – Bld. Ion Mihalache nr. 1-7,  
011171, București, Romania  
Tel: +4021.301.61.00  
Fax: +4021.301.66.36  
<http://www.brd.ro>

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