

## CONTRACTUAL TERMS AND CONDITIONS OF YOU BRD SERVICE

### 1. General Principles

**1.1** YOU BRD is a remote banking service, through which BRD – Groupe Societe Generale (hereinafter referred to as the “Bank”) makes available to its individual customers an electronic payment service with remote access and other features, as detailed below.

**1.2** The contract for the provision of the YOU BRD Service, offered by the Subscriber’s Bank is remotely concluded, via mobile phone, being subject to the provisions of G.O. no. 85/2004 on consumer protection upon conclusion and execution of remote contracts for financial services. By exception, for minor customers, the contract for the provision of the YOU BRD service is concluded in one of the Bank’s branches, in the presence of and with the consent of the legal representative of the minor.

**1.3.** The YOU BRD service can be contracted by persons of at least 14 years of age, who have at least one current account or saving account opened at the Bank in their own name, as holder.

**1.4.** By contracting the YOU BRD service, the customer will have access, in the conditions detailed below, both to their own accounts as holder, but also to the accounts on which they are proxy, no matter whether the holders of those accounts have contracted or not the YOU BRD service for themselves.

### 2. Definitions

In this document, the following terms are defined by the following meaning:

**a. Subscriber:** Client that contracts the YOU BRD service, including the Minor Subscriber

**b. Minor Subscriber:** The client that is at least 14 years old, but less than 18 years old, which contracts the YOU BRD service

**c. Legal representative:** has the meaning defined in the General Banking Conditions for individuals, which is part of the present contract

**d. AISP:** payment services provider performing account information services.

**e. PISP:** payment services provider performing payment initiation services.

**f. Contract:** represents the Framework agreement under which the Bank offers the YOU BRD Service, respectively the Operations requested by the Subscriber are performed. The contract is formed by this document with Terms and Conditions of the YOU BRD Service (hereinafter referred to as “T&C”), together with the CGB for Individuals which the Subscriber, or the Legal representative, declares to have read, understood and agreed with.

**g. Support account:** The current account specified by the Subscriber from which the Bank withdraws the monthly usage fee. The Bank can withdraw the monthly usage fee from any current account of the Subscriber.

**h. Operations:** operations allowed to the Subscriber through the YOU BRD Service, namely Consulting Features and Transaction Features. The maximum amounts allowed in the case of various Transaction Features are specified in Chapter 14.

**i. Contact:** beneficiary whose identification elements (i.e. IBAN code, name, alias) are saved by the Subscriber in the Contact list within YOU service.

**j. Trusted contact:** Contact to whom the Subscriber made a successful payment validated by strict authentication, i.e. with PIN or Biometric data. Additional payments to the Trusted contact will be done directly, without strict Authentication, by pressing the payment confirmation button in the dedicated screen within the YOU BRD service. If the Subscriber modifies one of the saved identification elements of a Trusted Contact, other than the alias (i.e. a number in the IBAN code, a letter of the name), then the contact will lose the quality of Trusted Contact and will become a Trusted Contact again only after the first successful payment made to it, authorized by strict Authentication.

**k. Security elements:** Subscriber’s safety means, which are confidential and are used for identification, for accessing the YOU BRD Service and for authorizing operations. These codes may have different features and names for each access channel.

- *User code*: is alphanumeric, has 8 characters and it is used for accessing the YOU BRD Service via Internet Banking channel. The code can be found in the Mobile Token page, immediately after authentication and can be communicated to the Subscriber by the bank teller in case of requesting support in the bank unit or via MyBRD Contact;
- *E-mail verification code*: an alphanumeric, 4 character code, valid for 10 minutes, which is transmitted to the Subscriber's e-mail address from the Bank's records, used to validate the e-mail and for agreeing to the use of biometric data.
- *Biometrics*: digital fingerprint or facial image, data allowing the unique identification of the individual they belong to (Subscriber), as these were recorded on the mobile device used (smartphone) and which are used by the Subscriber for authentication in Mobile Banking and authorization of Transaction Features. The Subscriber may choose this option only after activating access to YOU BRD Service;
- *OTP*: one-time password with 6 digits, with a validity period of 30 seconds, used for accessing the YOU BRD Service via Internet banking. The password is generated on the Mobile Token page within the mobile application;
- *OTP SMS*: one-time password with 6 characters, with a limited validity period, which can be used only for activating the YOU BRD Service. The password is sent on the main phone number, specified by the Subscriber and in the Bank's records.
- *PIN*: The numeric password with 6 characters, defined by the Subscriber when first accessing the Mobile Banking application. The PIN will be used for signing (authorizing) each transaction through YOU BRD Service. The Subscriber has the possibility to change the PIN at any moment, through the change PIN feature within the application.

**i. Mobile Banking**: represents a channel for accessing the YOU BRD Service, consisting of a software application dedicated to mobile devices (smartphones) – the YOU BRD application, available in app stores specific to the Android, iOS, and Harmony operating systems;

**m. Internet Banking**: represents a channel for accessing the YOU BRD Service, accessible to the Subscriber on a computer with a secured internet connection;

**o. Business Day**: Represents a banking day (except for Saturdays and Sundays and other public holidays recognized in Romania) when the Bank carries out specific activities and it is open to the public.

**p. Instant Credit Transfer or Instant Payment** is the credit transfer type operation between accounts opened at payment services providers that have joined the SENT Transfer Scheme Instant Lei Payments Component (CPI Lei) operated by TransFond S.A., which meets the detailed conditions at article 9.8. and that is processed instantly. On 26.04.2023, the list of payment services providers that participate in this credit transfer scheme are: Banca Transilvania, CEC Bank, Libra Internet Bank, BCR, Vista Bank, Patria Bank, Raiffeisen Bank, Intesa Sanpaolo Bank, ING Bank Romania. The list can be consulted at any moment on the TransFond S.A. website, at the address: <https://www.transfond.ro/servicii/casa-de-compensare-automata-sent> ("List of Banks offering Instant Payment") and can be modified subsequently, depending on the participants in the SENT CPI Lei Credit Transfer Scheme.

### 3. Activation of YOU BRD SERVICE

**3.1.** The YOU BRD Service can be activated by performing the following steps:

- Downloading the Mobile Banking application from iOS/Android/Huawei app stores;
- Subscriber's identification, followed by receiving of a message containing the E-mail verification code and, on the mobile device, an OTP SMS;
- Choosing a PIN code for authentication in the application;
- Agreeing to the Terms and Conditions. The Client previously receives the pre-contractual T&C, which can be downloaded from the application, with a 15-day reflection period;
- The moment the T&C are accepted represents the moment when the Contract is validly concluded;
- The Contract shall be made available to the Subscriber in the section "More - Terms and Conditions" within the YOU BRD Service.

**3.2.** As a security measure, the elements for activating the YOU BRD Service (OTP SMS) and the E-mail verification code are blocked after being incorrectly entered three times in a row. In this case, new activation elements must be assigned.

**3.3.** The Subscriber may benefit from support for YOU BRD Service activation both in the Bank units, as well as through the MyBRD Contact service.

**3.4.** If the Subscriber does not own a current account opened within BRD, but only savings accounts, the Service activation will be done exclusively in the Bank's units, with support from staff.

**3.5.** Also, for certain categories of customers (for example, customers who have not updated the necessary data or for whom the Bank applies additional measures in terms of customer knowledge regulations, customers who do not have a debit card issued by the Bank, etc.), the Bank may establish the need to activate the YOU BRD Service exclusively in the territorial units of the Bank or with support from the MyBRD Contact service. Such measures may be taken temporarily or for all or part of the customers for security/ fraud prevention purposes.

**3.6.** For minor subscribers, the activation of the YOU BRD service can only be done in a branch, in the presence of and with the consent of the legal representative, with support from staff.

#### **4. Access to YOU BRD Service**

**4.1.** Access to the YOU BRD service can be done both by **Mobile Banking** channel and by **Internet Banking** channel

**4.2.** The access to YOU BRD Service via **Mobile Banking** shall be done through a terminal device such as a smartphone with access to data services, irrespective of the mobile communication /internet provider, or of the SIM card, namely if the card is associated to a subscription or it is prepaid. The authentication in the application shall be done by introducing the PIN code as it was set during the process for activating the Service, or via Biometrics, according to the Subscriber's option. Some features might be limited depending on the phone the Subscriber uses, the Bank bearing no responsibility in this case.

**4.3.** The access to YOU BRD Service via **Internet Banking** shall be done through any computer connected to the internet and equipped with an operating system and software compatible with the security conditions required by the Bank, enabling the access of [www.you.brd.ro](http://www.you.brd.ro) over the Internet. The authentication is done by introducing the User Code and OTP password.

#### **5. Security measures**

**5.1.** The Subscriber is fully responsible for keeping and using the customized Security Elements and for the consequences of their disclosure or for their use by third parties.

**5.2.** All transactions initiated by the Subscriber must be authorized based on the method specific to each channel in order to be sent to the Bank for processing. The Subscriber is responsible for all the consequences resulting from sending or handling errors on its part.

**5.3.** As a security measure, the connection to YOU BRD Service is interrupted after the incorrect input of the Security elements (PIN, OTP SMS or User code) three times. In case of forgetting, losing or blocking the Security elements, the Subscriber can request the Bank to unlock/assign new Security elements through YOU BRD Service.

**5.4.** The detailed provisions regarding the authentication and authorization of operations are found in the General Banking Conditions.

#### **6. Features of the YOU BRD service**

**6.1.** Subsequent to authentication, the Subscriber is granted access to part or all of the features described below.

##### **6.1.1. Consulting Features:**

YOU BRD service offers the following Consulting Features:

(a) Information on the balance of account/accounts opened on his behalf with the Bank and for those for which is Proxy;

(b) Details of accounts operations as Account Holder and Account Proxy;

(c) Monthly statement of account (available only via Internet Banking). The Account Proxy can request the account statement as mentioned in the CGB;

(d) Consulting and updating the agreement with the use of personal data by the Bank for marketing purposes, commercial communication, studies, analyses and surveys.

(e) Access to updating of identifying and correspondence data in the relation with the bank

(f) Consulting information about the fund units held by the Account Holder in the investment funds managed by BRD Asset Management S.A.I;

The features mentioned at letters (a), (b) and (c) are available to all Subscribers, including Minor Subscribers. The Consulting Feature mentioned at letter (d) does not apply to Minor Subscribers, they can only consult the agreement with the use of personal data by the Bank for marketing purposes, commercial communication, studies, analyses and surveys, without being to update the agreement.

The Consulting Feature mentioned at letter (e) is not available for Minor Subscribers, because the modification of personal data can be done only in BRD branches in the presence of the legal representative.

### 6.1.2. Specific Card management Features:

YOU BRD service, mobile channel, offers the following features, available in the “Cards” menu:

- (a) view information regarding debit/credit cards held by the Subscriber, as Account Holder or as Account Proxy, issued by the Bank: card name, last 4 digits of the card number, card status, account IBAN of the card account, card expiry date;
- (b) temporary block and unblock of a card;
- (c) request to receive by SMS message the current card PIN code (4 digit PIN code associated to the card) to the phone number of the Subscriber registered with the Bank;
- (d) change daily limits for card transactions, for a limited amount of time, between one and seven days (both for cash withdrawals and for payments to merchants or online).

The daily standard limits for card transactions can be found on the Bank’s website, at [www.brd.ro](http://www.brd.ro).

The features specific to card management mentioned at (a), (b) and (c) above are available to all Subscribers, including Minor Subscribers. The feature mentioned at letter (d) above is not available to Minor Subscribers.

(e) only for Standard and Gold credit cards:

- i) setting the eligible transactions in interest-free installments according to the interest-free installment payment program (PPR), according to the provisions of the contract for the supply of the credit card and the operating mechanism of the interest-free installment program ("PPR") - document that can be consulted here: [https://www.brd.ro/files/pdf/Mecanism\\_de\\_functionare\\_planuri\\_de\\_rate.pdf](https://www.brd.ro/files/pdf/Mecanism_de_functionare_planuri_de_rate.pdf) and
- ii) viewing information related to transactions set in installments. Thus, for each transaction set in installments, information such as: merchant name, transaction date, number of the current installment due in the respective month from the total number of installments<sup>1</sup>, transaction value, monthly installment value, interest percentage, future installment<sup>2</sup> value can be viewed.

The authorized user will be able to view and set installments only for the transactions made to him, and the holder of the credit card contract will be able to view and set installments for all transactions made on the account (both those made by him and those made by the authorized user).

The specific card management functionalities mentioned in letters (a), (b) and (c) above are available to all Subscribers, including Minor Subscribers. The functionalities from letters (d) and (e) above are not available for Minor Subscribers.

### 6.1.3 Transactional Features:

The YOU BRD service offers the following Transactional Features:

- (a) credit transfers between own accounts opened with the Bank in the following currencies: RON, EUR, USD, GBP and CHF;
- (b) intra and interbank credit transfers (including Instant Credit Transfer) to third party beneficiaries, in Romania and abroad, in the following currencies: RON, EUR, USD, GBP and CHF. The Subscriber may add manually the coordinates of the third party beneficiary at the moment of transfer or may select a third party beneficiary whose coordinates have been previously saved by him/her in the Contacts list in the dedicated menu of the YOU BRD service. The transfers to the Subscriber’s own accounts with other financial institutions are considered to be transfers to third party beneficiaries;
- (c) making payments of invoices to the invoice registers that the Bank shall provide in the dedicated menu;
- (d) subscriber’s account owner definition of third party beneficiaries, within the application;
- (e) open current accounts, under the conditions detailed at point 10.3;
- (f) open and close term deposits, under the conditions detailed at point 10.4;
- (g) open saving accounts, under the conditions detailed at point 10.5;
- (h) expressing consent for the provision of services carried out by AISP or PISP;
- (i) receiving a push notification on the Mobile Banking app after the successful initiation of a credit transfer transaction;
- (j) register the eligible cards issued by BRD into Google Pay or Apple Pay (feature available only via Mobile Banking)
- (k) authorize online card transactions, by confirming them within the YOU BRD service, after receiving a push notification within YOU BRD application (feature available only via Mobile Banking)

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<sup>1</sup> For example: 2/18, 0/6, etc. For transactions set in installments in the current transactional cycle, 0 will be mentioned in the number of the current installment, as no installment is due yet

<sup>2</sup> In the future rate field, the cumulative value of the rates that will become due in the future will be displayed, without including the current rate (in the case of transactions set in installments in the previous transactional cycle)/the first rate (in the case of transactions set in installments in the current transactional cycle).

The Transactional Features listed from letters (a) to (h) are not available to Minor Subscribers. The Transactional Features listed at letters (i) and (j) are available to all Subscribers, including Minor Subscribers.

**6.2.** The List of Operations made available to the Subscriber when signing this Contract can be supplemented by the Bank. Any new features shall be accessible 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. In this respect, the Subscriber shall follow the procedure described in art. 15.2.b. By exception, in the case of the Minor Subscriber, any new features which can be assimilated to the exercise of a right of disposition, in the meaning from the Civil Code, will be available only with the previous authorization of the Legal Representative, provided in written in any branch of the Bank.

## **7. Accounts that can be accessed through YOU BRD Service**

**7.1.** Subscriber's accounts that can be accessed through YOU BRD Service are exclusively the accounts opened with the Bank.

**7.2.** The Subscriber may access any of the accounts of which it is a holder or proxy.

**7.3.** Regarding the Operations that the Subscriber can make, through YOU BRD, regarding the accounts on which they are proxy, the stipulations and limits regarding proxy activity on the accounts remain applicable, as they are mentioned in the CGB. The Proxy will no longer have access to the accounts indicated in case of revocation of the mandate, or its termination in any way (e.g. death of the holder, expiration of the proxy mandate) or if it no longer meets the conditions of this Contract.

**7.4.** The accounts that can be accessed through YOU BRD Service must:

- Be valid;
- Not be subject to prohibitions according to the internal rules of the Bank (e.g. Presence in the Payment Incidents Register);
- Not be subject to a court ban;
- Not be blocked.

**7.5.** Account operations shall be carried out according to the Contract's provisions.

## **8. Conditions specific to Consulting Features**

**8.1.** The Subscriber can consult a series of information related to the accounts that can be accessed by YOU BRD Service, e.g. IBAN (International Bank Account Number), history of transactions performed in the accessible accounts or the terms of deposits lodged. Information on the accounts available in the YOU BRD Service and the transactions in these accounts can be consulted by the Subscriber by accessing the Mobile Banking and Internet Banking channels.

**8.2.** Information related to accounts and operations carried out in these, communicated to the Subscriber through the Service, correspond to Bank's records on the date of supplying the information. This information may be subject to corrections if found to have been recorded erroneously.

**8.3.** The update of information on the status of the accounts is performed on Business Days at an interval determined by the Bank. The update of information differs depending on the type of each credit or debit transaction of the account and the processing thereof.

## **9. Conditions specific to Transaction Features**

**9.1.** Credit transfers from accounts opened with the Bank can be performed only from accounts opened with the Bank in the currency of the debited account.

**9.2.** The Subscriber is entirely responsible for the accuracy of the beneficiaries' data entered into the application.

**9.3.** The inter-bank payments performed through YOU BRD Service after the time limit, communicated to the Client on the Bank's website at <https://www.brd.ro/tarife-si-comisioane>, in the file "Limit hours for processing transactions", shall be processed on the first business day immediately following the date of transmission, excluding Instant Credit Transfer operations, which will be processed immediately after their approval by the Subscriber, 24/7, according to the mentions at point 9.8.

**9.4.** Before ordering a credit transfer, the Subscriber shall ensure the existence of sufficient balance in the account that will be debited. In case of insufficient balance in the account of the Subscriber, the Bank reserves the right not to operate the credit transfer and is exempted from liability for any damage caused to the Subscriber or third parties involved.

To avoid any confusion, in the case of credit transfer transactions ordered through the YOU BRD Service outside of business hours and/ or on non-business days, the account balance will be updated at the beginning of the next Business Day, with the exception of Instant Credit Transfer operations, which will lead to the immediate update of the amount available in the account and which will be executed with priority against other credit transfer transactions. In such situations, in order to determine the available balance in considering all the operations made, the Subscriber has the obligation to report also the value of these transfers made, which will appear in the list of pending transactions, from the dedicated menu of YOU BRD service.

**9.5.** Credit transfers may be performed up to a maximum threshold per transaction and per day. These thresholds are specified in chapter 9 and may be changed subject to the prior notice of the Subscriber in accordance with the provisions of the General Banking Conditions.

**9.6.** The rules for processing and performing credit transfers are provided in the General Banking Conditions. 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 credit transfers, if the credit transfers ordered by the Subscriber through remote banking services fail to comply with the provisions of the General Banking Conditions and shall not pay any damages to such parties or to any third party.

**9.7.** 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 the provisions of the General Banking Conditions.

**9.8. Conditions specific to Instant Credit Transfer/ Instant Payment operations:**

These operations:

- a) Can only be initiated through the YOU BRD service, only to accounts opened at financial institutions in Romania that have joined the SENT CPI Lei Credit Transfer Scheme;
- b) Are exclusively interbank credit transfer operations (between accounts opened at different payment services providers);
- c) Can only be made in the local currency: LEI;
- d) Are small value payments: the maximum amount admitted is 49.999,99 LEI/transaction;
- e) Are processed in real time, 24/7, in an interval of maximum 15 seconds from the moment of their approval by the Subscriber, in a secured environment, the beneficiary of the amount having immediate access to the funds received. In these cases, it is considered that the moment of receipt of the payment order is the moment of consent expression by the Subscriber in the conditions of the present Contract, even if that takes place outside the cut-off hours or in a non-working day.
- f) Are charged by the Bank by the charging of the same fee like for any other interbank Lei credit transfer initiated through the YOU BRD service.

To avoid any doubts, an operation that fulfils the conditions mentioned at letters a), b), c) and d) of this article 9.8. will be automatically processed by the Bank as an Instant Credit Transfer operation, without the requirement of an expression of additional will of the Subscriber, a notification from the Bank or any other formality.

In the case that, from technical or other reasons, the payment operations will not be executed instantly, the conditions specific to usual credit transfers will apply.

**10. Conditions specific to opening accounts via YOU BRD Service**

**10.1.** Current accounts, savings accounts and term deposits can be opened, at this time, through YOU BRD Service, in compliance with the General Banking Conditions, the Fees and Commissions Guide for Individuals and with the Standard interest rates guide. To the extent that there are discrepancies between the provisions of the aforementioned documents regarding the opening and the conditions applicable to these accounts, and the provisions of these Terms and Conditions, the latter will prevail. Through YOU BRD Service, the products are opened under standard conditions. In order to benefit from the special offers dedicated to the clients who receive recurring revenues within BRD, or to the clients who collect revenues based on some agreements concluded between BRD and the income payers, the Subscriber will address the territorial units of the Bank.

**10.2.** The funds held in the accounts opened at BRD - Groupe Societe Generale SA are guaranteed within the guarantee ceiling communicated by the Bank Deposit Guarantee Fund, according to the legislation in force and the details contained in the General Banking Conditions, section "GUARANTEED FUNDS". The Subscriber has been informed and agrees with the

conditions for guaranteeing the funds, including with the "Information form provided to depositors" and the "List of deposits exempted from compensation", detailed on [www.brd.ro/fondul-de-garantare-depozitelor](http://www.brd.ro/fondul-de-garantare-depozitelor).

### **10.3. Conditions specific to opening current accounts via YOU BRD**

**10.3.1.** The current account can be opened only in his own name, by the Subscriber who is the holder of at least one current account opened at the Bank.

**10.3.2.** The current account can be opened in one of the following currencies: LEI, EUR, and GBP.

**10.3.3.** The opening date of the current account is the current day for the applications registered until 21:30, respectively the next working day for the applications registered after 00:00 or on non-working days. The current account cannot be opened between 21:30 and 00:00, both on working days or on non-working days.

**10.3.4.** The current account can be closed only in one of BRD's territorial units.

### **10.4. Conditions specific to opening and closing standard term deposits via YOU BRD**

10.4.1. The term deposit can be opened by the Subscriber from a current account, over which he has the quality of account holder or proxy, the deposit being constituted in all cases in the name of the respective current account holder.

10.4.2. The term deposits can be opened in one of the following currencies: LEI, EUR, and USD.

10.4.3. The minimum opening amount is of 500 RON/EUR/USD.

10.4.4. The interest rate is fixed and is calculated at the calendar year of 365 days, according to the following formula:  $(\text{deposit's amount} * \text{number of days} * \text{interest rate}) / 365 * 100$ . The interest rate from the opening date is maintained until the deposit's maturity. The term deposits with negotiated interest can be opened only in the Bank's units.

10.4.5. The client can choose between interest payment (a) at maturity (for term deposits with the following maturities: 30 days, 90 days, 180 days, 365 days, 730 days) or (b) for monthly interest payment (with the mention that for RON term deposits on 1095 days, respectively on 1460 days, the interest payment is always monthly performed).

10.4.6. At the deposit's maturity, the amount of interest related to the deposit is transferred to the current account or is capitalized, depending on the client's choice.

10.4.7. Depending on the client's option, expressed at the opening of the deposit, at maturity, the Bank (depending on the case):

(i) will transfer the deposit's amount (initial deposit's amount + net interest) to the current account, if the client has requested a term deposit without automatic renewal and without interest capitalization;

(ii) will automatically extend the deposit for another period equal to the initial period, if the client has requested a term deposit with automatic renewal and without interest capitalization; the interest rate applied to the renewed deposit will be the one in force, for this type of deposit, on the renewal day; the net interest will be transferred by the Bank to the client's current account; or

(iii) will automatically extend the deposit for another period equal to the initial period, if the client has requested a term deposit with automatic renewal and with capitalization; the interest rate applied to the renewed deposit will be the one in force, for this type of deposit, on the renewal day; the value of the renewed deposit will be equal to the amount of the deposit before renewal to which the net interest value is added.

10.4.8. If, after the automatic renewal, the client requests other conditions for the respective deposit, the renewed deposit is liquidated and another one is opened under the specified conditions.

10.4.9. The opening/liquidation date of the term deposit is the current date for operations initiated before 21:30 and the first working day for the operations initiated after the before mentioned hour or in non-working days.

10.4.10 Term deposits in LEI, EUR, USD or GBP can be liquidated by the Subscriber both at the Bank's units and through the YOU BRD service. The liquidation of the term deposit does not imply an automatic close of the current account attached to the deposit; in order to close the later a distinct request is needed.

### **10.5. Conditions specific to opening savings account via YOU BRD**

10.5.1. In order to open a savings account in LEI, the Subscriber must own at least one current account in the currency of the savings account, as an account owner, opened within the Bank.

10.5.2. There is no mandatory minimum amount when opening the savings account.

10.5.3. The savings account balance at any time must be of up to 50.000 EUR, for the savings account in EUR (the savings account in EUR is not part of the Banks's offer starting with 26.04.2021). Interest is not included in the ceiling calculation for the savings account in EUR.

10.5.4. The interest is paid in the Holder's savings account quarterly (being capitalized), on the 1<sup>st</sup> of each quarter (1<sup>st</sup> of January; 1<sup>st</sup> of April; 1<sup>st</sup> of July, 1<sup>st</sup> of October), regardless of the account opening date.

10.5.5. The interest rate is calculated taking into account two reference dates: 1<sup>st</sup> and 15<sup>th</sup> of each month, and the balance to which the interest is applied will be determined according to the following rules:

- a) the amounts deposited/cashed in on the 1<sup>st</sup> and 15<sup>th</sup> begin to bear interests from that moment;
- b) all the amounts deposited or cashed in on other days of the month (with the exception of the dates of 1<sup>st</sup> and 15<sup>th</sup>) will bear interests starting with the next 1<sup>st</sup> or 15<sup>th</sup> of the month;
- c) the amounts withdrawn from the account on the 1<sup>st</sup> or 15<sup>th</sup> of the month will diminish the reference balance for interest calculation starting with those dates;
- d) the amounts withdrawn/credit transfers performed on any other date (with the exception of 1<sup>st</sup> and 15<sup>th</sup>) diminish the reference balance for interest calculation, retroactively to the operation date, starting with the previous 1<sup>st</sup> or 15<sup>th</sup>.

10.5.6. The opening date of the savings account is the current date for operations initiated before 21:30 and the first working day for the operations initiated after the before mentioned hour or in non-working days.

10.5.7. The savings account can be closed only through any of the Bank's units and not through the YOU BRD service.

## **11. Provision by PISP and AISP of the information services on accounts or payment initiation**

The provision of these services by PISP or AISP is not conditional on the existence of a contractual relationship between them and the Bank.

The Banks is not liable for the fulfilment of obligations of such third parties.

The Bank may refuse the PISP or AISP access to a payment account if there are objectively justified reasons and evidence related to unauthorized access of the PISP or AISP to the payment account.

In such cases, the Bank shall communicate to the Client, through the means agreed in this Contract, the refusal of access to the payment account and the reasons for such a refusal.

### **11.1. Payment initiation services**

The procedure for expressing the consent for the execution of a payment transaction is the one agreed between the Client and PISP.

The Bank has the obligation to communicate with the PISP in security conditions and immediately after receiving the payment order on its behalf, it shall communicate all the information required for executing the payment transaction.

The Bank shall not charge differently in relation to operations initiated as such. The Client shall authorize the payment transaction through YOU BRD Service.

### **11.2. Account information services**

The procedure for expressing the consent for the supply of information related to the Client's accounts opened with BRD is the one agreed between the Client and AISP.

The Bank has the obligation to communicate with the AISP in security conditions. The Bank shall not charge the Client for this service. The Client shall confirm the consent for Bank granting access to AISP through YOU BRD Service.

## **12. Costs belonging to the YOU BRD Service**

**12.1.** The YOU BRD Service is not commissioned.

**12.2.** The Bank applies fees for the banking operations carried out through the YOU BRD Service as provided in the Fees and Commissions Guide for Individuals, in force at the moment when the operations are made.

**12.3.** The Subscriber shall bear the costs of phone communication/internet service, which shall be invoiced directly by the communication operator/internet provider.

## **13. Rights and obligations specific to YOU BRD Service**

### **13.1. Rights of the Bank:**

a. To add new Transaction Features available in the YOU BRD Service, in which case the Subscriber shall either tacitly agree with such changes, or, if the Subscriber considers that the new Transaction Features are contrary to its interests, it shall terminate the Service. In the case of the Minor Subscriber, the procedure listed at art. 6.2. will be followed.

b. To refuse the client's request to contract the YOU BRD Service or the execution of any Operation if the conditions of this Contract are not met.

- c. To restrict access to Transaction Features if the Accounts of the Subscriber used for YOU BRD Service no longer meet the conditions set in art. 7.4
- d. The Bank is exempted from liability for any direct or indirect damage suffered by the Subscriber and shall not pay any damages to the Subscriber or any third party for the following cases: i. The infiltration of a third party in the computer system of the mobile communication /internet provider by using fraudulent means or any other method that might generate effects such as information damage, the destruction of databases, of programs, or information disclosure. The mobile communication operator/internet provider bears the sole responsibility for the protection of its computer system against such infiltration and is responsible for the protection and security of its own computer system; ii. Complaints and malfunctions caused solely by the error or negligence of the mobile communication operator/internet provider or subcontractors thereof; iii. The transmission of information in the network of the mobile communication operator/internet provider or any incidents occurring during the transmission of information during the use of the services by the Subscriber; iv. The loss of data, distortions or delays in data transmission caused by events beyond the control of the Bank; v. The misuse of the Bank instructions, incorrect information entered by the Subscriber when requested at the time of performing the transactions and/or malfunction of its equipment; vi. Any malfunction of the services not attributable to the bank; vii. The consequences of the remote banking service disruption if the Subscriber does not address the Bank for performing the transactions by other services provided by the Bank.
- e. The Bank reserves the right to deactivate the option for authentication/authorization in Mobile Banking using Biometrics, if the emergence of risks regarding the security of fingerprint scanning/facial recognition technology is found, in which case it will inform the Subscriber, either before deactivation or, if it is not possible, immediately after deactivating the option.
- f. The technology specific to the mobile device allowing the scanning of fingerprints or facial recognition is not created by the Bank, therefore the Bank is not liable and cannot offer guarantees for the security and functioning of this technology.

### **13.2. Bank's Obligations:**

- a. To apply the strict Authentication of the client when it accesses its payment account online or initiates an electronic payment operation, or undertakes any remote action that might involve a risk of fraudulent payment or other abuses.
- b. To ensure, at any moment, the safe functioning and the continuity of service in security conditions, in order to assure integrity, confidentiality, authenticity and the possibility of tracking the payment operations and preventing the unauthorized use of the payment instruments.
- c. To be liable for the losses suffered by the Subscriber in performing transactions after receiving the notification of the Subscriber regarding the fact that third parties know its Security Elements.
- d. To be liable for the losses suffered by the Subscriber if it has performed transactions in breach of the order given by the Subscriber.
- e. To provide the Subscriber with a detailed list of the transactions performed in the accounts through the YOU BRD Service.
- f. To take immediate steps to assess, prevent and minimize the risks that may occur as a result of the fraudulent use of Security Elements, if the Subscriber notifies the Bank of an event of those specified in chapter "Obligations of the Subscriber", letter d.
- g. In case of malfunction of the YOU BRD Service, the Bank shall notify the Subscriber no later than one hour and through any means, regarding the unavailability of the service and the deadline foreseen for remedy, and the payment activity shall be resumed no later than eight hours after the occurrence of a disruptive event.
- h. To publish any amendment to the Contract and any additional data necessary for using the YOU BRD Service on the institution's website or, as the case may be, via the website [www.you.brd.ro](http://www.you.brd.ro) ,
- i. The Bank shall not be liable for: i. Service malfunction or of the device used for connecting to the internet due to any cause not attributable to the Bank; ii. The loss of integrity of data correctly and completely transmitted by the Bank, due to the fault of telecommunication services providers; iii. Incorrect information entered by the Subscriber in the application, including information of third party beneficiaries; iv. Corruption of transmitted data due to existence of viruses, spyware or malware abusively installed on the Subscriber's device; v. Failures or errors occurring due to installing versions of the operating systems on the Subscriber's device, other than those from the list of supported operating systems; vi. Phone's malfunctioning due to non-payment of the invoice or caused by failure to fulfil any other obligations the Subscriber has to the mobile communication operator; vii. Mobile phone's malfunctioning due to physical or software failure.

### **13.3. Subscriber's rights:**

- a. To request the list of transactions performed in the accounts via the YOU BRD Service.
- b. To address the Bank for transactions via other services provided by the Bank in the event of interruption of the YOU BRD Service, from any cause.
- c. To obtain at any moment, upon request, these T&C printed on paper.

### **13.4. Subscriber's obligations:**

- a. In the case of transactions performed through the YOU BRD Service, to submit all supporting documents needed, upon the Bank's request, in order to comply with the national legislation in the field of money laundering prevention, combating terrorism and enforcement of international sanctions.
- b. To safely maintain and use the Security elements and identification data as the Subscriber is solely responsible for the consequences of their disclosure to or use by third parties.
- c. Not to define the Security elements that can be easily known by third parties.
- d. To inform the Bank as soon as possible and in any way about any disclosure/use of the Security elements by unauthorized third parties. All the transactions performed by the Subscriber must be authorized based on the Security elements to be considered by it. Entering the Security element belonging to the Subscriber represents the irrevocable consent by the latter to the processing of the sent transactions and their consequences may not be attributed to the Bank.
- e. To notify the Bank as soon as it finds one of the following situations:
  - The account thereof has registered transactions that have not been ordered by the Subscriber;
  - There are elements that create doubts about the possibility that others might know the Security elements.
- f. To periodically consult the additional data required for using the Service, via the institution's website, the website [www.you.brd.ro](http://www.you.brd.ro) or the YOU BRD Service.
- g. To perform transactions within the limits and in compliance with the provisions of this Contract.
- h. To have a device for accessing the YOU BRD Service, such as a mobile phone, computer, etc. and to ensure its connection to any GSM network/Internet network. The Bank is not an internet, GSM networks, hardware or software supplier, so it shall not be liable to the Subscriber in this regard.
- i. To immediately notify the mobile communication operator for blocking the SIM card in case of loss or theft of the mobile device and of the SIM card.
- j. To keep the mobile device and the SIM card safe. The Bank shall not be liable for operations performed in case of loss, theft or borrowing thereof. The Subscriber must ensure security measures to protect the mobile device from the unauthorized access of other persons and in case of choosing the use of Biometrics, not to save biometrics of other persons in the memory of the mobile device.
- k. The Subscriber is responsible for all the consequences resulting from sending or handling errors on its part.

### **14. Transaction Limits**

**14.1.** The limit per transaction (including one of Instant Payment type) is of LEI 49,999.99 (or equivalent in the currency of the account) except for foreign exchange, where the limit is of EUR 49,999.99 (or equivalent in the account's currency).

**14.2.** The daily transaction limit, calculated globally for the operations performed on all accounts held at the Bank by an account owner (regardless of whether they are performed by the account owner or by the proxies on that account) is of LEI 99,999.99, except for Premier clients, for which the daily transaction limit is of RON 299,999.99.

**14.3.** The trading limits are determined on the date of transaction authorization by the Subscriber, except for future date or recurrent transactions, in which case the daily limit is calculated at the moment of transaction's execution. The equivalent in the currency of the account for these limits is calculated at the NBR rate from the date of the authorization of the transaction by the Subscriber.

**14.4** For the purpose of article 14, a transaction means a payment from the accounts opened with the Bank and accessible through YOU BRD Service.

The limits mentioned above do not apply in the case of credit transfer operations between the accounts of the same account owner, in the same currency, opened with the Bank.

### **15. Contract period, termination**

**15.1.** This Contract related to YOU BRD Service is concluded for one year. The Contract is automatically extended for successive periods of time if the Subscriber or the Bank do not terminate the YOU BRD Service, in the conditions set out in these T&C.

**15.2.** The Subscriber may request the termination of the Contract as follows:

- a) In the case where the Contract was concluded remotely, within 14 calendar days of the Contract conclusion, the Subscriber may unilaterally terminate this Contract related to YOU BRD Service without paying any penalties, and without the need to state a reason for termination. The Subscriber shall notify the Bank prior to the expiry of the period, in writing, on any durable medium (paper/email) at the email address mybrdcontact@brd.ro;
- b) Anytime during the Contract, by presenting to any of the Bank's units and by filling in application for waiving the Service or through phone call to the MyBRD Contact service.

In the case of exercising the right to unilaterally terminate the Contract, the Subscriber understands and agrees to pay the fees and costs related to services already supplied until the moment the Service ceases to be provided.

**15.3.** The Bank may unilaterally terminate the Contract for YOU BRD Service with 2 months' notice sent by registered letter with acknowledgment of receipt, stating the reason for the termination.

**15.4.** The Bank reserves the right to terminate the Contract, subject to Subscriber's notification (i) if the Subscriber did not access the YOU BRD Service for 180 days consecutively, (ii) in any other cases required by legal provisions/decisions of competent authorities.

**15.5.** The Bank reserves the right to immediately cease this Service, in the case of occurrence of risks relating to the security of the computer system of the Bank

**15.6.** In the case that the Subscriber doesn't have any more any accounts accessible via YOU BRD Service, the Contract will cease immediately in an automatic way, with no other formalities.

## **16. Other provisions**

**16.1.** The Subscriber and, depending on the case, the Legal Representative of the Minor Subscriber, declares that they took note of received the document "Information Notice on Personal Data Processing", attached to the General Banking Conditions, whereby they were informed regarding how personal data is processed in the context of the activity carried out by BRD, as well as regarding the rights granted by law as data subject.

**16.2** As a supplementary measure of checking the Subscriber's identity, the Bank uses a technology which is based on facial recognition and liveness, which involves an automated decisional process, based on the processing of biometric data. The technology based on facial recognition will compare the two images of the Subscriber (the one from the Identity Card and the selfie) and will generate a trust score which indicates the probability that they belong to the same person. A trust score below a certain threshold leads to the refusal of the Subscriber's registration from the YOU enrolment flow. *The basis of the processing* is represented by the Subscriber's explicit consent. Detailed information regarding this processing are brought to the knowledge of the Subscriber during the enrolment flow, before the step of consenting.

In order to achieve the facial recognition and liveness, the personal data of the Subscriber will transit the Microsoft Azure cloud, situated in the Netherlands, with a backup in Ireland. The Bank's contractual partner, FintechOS, sends to Microsoft the image of the Subscriber extracted from the Identity Card and the selfie taken during the flow and receives the trust score mentioned above. FintechOS and Microsoft do not store the Subscriber's personal data.

In this way, during the enrolment from distance flow in YOU Service, BRD processes personal data that the Subscriber provides to the Bank directly with the device that they use for following the flow of contracting the YOU BRD Service and captured during the interaction with them. The trust score is returned to the Bank by its contractual partner, FintechOS, as described above.

The processed data are *identifying data* (such as: last name, first name, CNP, series and number of the identity card of the Subscriber, including the IC image, other information contained on it, identifying data from video recording including the image of the Subscriber (including as a biometric data), the IP of your device from which you are following the flow ; and *data regarding the interaction of the subscriber* (such as: date and time of accessing, e-mail address, the class of the device that the flow is followed on, the trust score obtained after the liveness operation);

The processing of the data in order to verify the identity of the Subscriber is done by the Bank in the basis of: consent of biometric data processing (art. 9 para. (2) letter a) and art. 6 para. (1) letter f) GDPR), consent for the automated decision in

the identification process (art. 22, para. (2) letter (c) GDPR) as it is based on biometric data and fulfilling some public interest measures, regarding the legal obligations related to customer knowledge (art. 6 para. (1) letter e) GDPR).

**16.3.** For the avoidance of any doubts, the Bank shall process, for the purpose of executing the contract with the Subscriber (accessing and authorizing transactions) also its authentication data (such as: user code, passwords, codes generated by tokens used for authentication). However, the Bank shall not store the Subscriber's Biometrics, as these are intrinsically linked to the functioning of the mobile device used and processed by the software used.

**16.4.** Defining an avatar is optional, at the Subscriber's choice, based on its consent expressed by uploading the photo in the "profile" section. Similar to uploading, the Subscriber has the possibility to delete the uploaded photo at any moment. The photo shall not be accessible to the Bank's third party suppliers. By exception to this, the Minor Subscriber does not have the option to define an avatar.

**16.5.** By these T&C, the Bank and the Subscriber and, depending on the case, the Legal Representative of the Minor Subscriber, expressly and unconditionally agree that recordings of telephone conversations and electronic communications messages, respectively the instructions provided in the YOU BRD Service, are deemed to be conducted with the Subscriber, and the information thus transmitted shall have contractual value and will modify eventual contrary stipulations from the contracts/ documents existing in the relationship between the Bank and the Subscriber, and any agreement transmitted as such shall constitute their valid consent to the provision of the services under the agreed conditions. Phone conversations, electronic communication messages and the instructions provided in the YOU BRD Service are admitted as evidence, represent conclusive evidence of the contents of the instructions, conversations or messages thus recorded or of the transactions thus concluded and may be used in any judicial, extrajudicial or administrative proceedings.

**16.6.** The proof for the Bank of receipt of instructions from the Subscriber, the justification of related transactions and the charging of related fees is represented by the records of the systems used to receive instructions of the Subscriber or their reproductions on computer medium or on paper (statements of accounts printed by the Bank). The period for storing these instructions on the Bank servers is of 10 years from the closure date of the year in which they were prepared, as required by the law in force.

**16.7.** The general, economic and financial information provided by the YOU BRD Service is informative in nature.

**16.8.** Both the contents of the website [www.you.brd.ro](http://www.you.brd.ro) (information, images etc.) as well as the software serving the YOU BRD are the exclusive property of the Bank. Outside the provisions of the Bank - Subscriber Contract on how to access and operate the YOU BRD Services, any activity for operating them (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.

**16.9.** The relations between the Bank and the Client shall be governed by the Romanian law.

**16.10.** This Contract is written in Romanian and the communication between the Bank and Subscriber shall be also in Romanian.

**16.11.** Any dispute shall be resolved amicably by the Parties hereto. Otherwise, it shall be settled by the competent court in the territorial jurisdiction of which the Bank unit where the Client has opened the account is located.

**16.12.** If the Client considers to have had its rights breached, it may resort to extrajudicial dispute solving procedures in the following ways:

- (i) to notify the National Consumer Protection Authority; At the time of the conclusion of this Contract, the address of the National Consumer Protection Authority is: Bucharest, Bd. Aviatorilor no. 72, sector 1, phone no. 0219551, website [www.anpc.ro](http://www.anpc.ro), where the consumer may submit a complaint form. The Bank cannot be held responsible for the changes in ANPC contact details. These contact details are those valid at the time of signing the Contract.
- (ii) to refer to the Alternative Banking Dispute Resolution Centre (C.S.A.L.B. or "Centre") C.S.A.L.B., established by Government Ordinance no. 38/2015 *on the alternative resolution of disputes between consumers and traders*, is an independent, non-governmental, apolitical, not-for-profit legal entity of public interest, in order to ensure the access of the consumers in the banking field to resolution, by alternative procedures of dispute resolution, of the disputes between them and credit institutions. At the time of the conclusion of this Contract, the Centre is based in Bucharest, Str. Sevastopol no. 24 Sector 1, and more information about the procedures administered by it is available at the short number (021) 9414 and on the website: [www.csalb.ro](http://www.csalb.ro).
- (iii) to seek mediation procedure under Law no. 192/2006.
- (iv) to address the National Bank of Romania, with the head office on str. Lipscani no. 25, sector 3 Bucharest, 030031, phone no.: +4 021 313 04 10 or + 4 021 315 27 50.

**16.13.** In the event that the Customer submits a complaint relating to payment services, the Bank shall respond in writing within 15 business days of receiving the complaint. In exceptional situations where the response cannot be given within 15 business days for reasons beyond the Bank's will, it will provide a provisional response indicating the maximum deadline for the Bank to submit the final response. However, the deadline for receiving the final response must not exceed 35 business days.