

# CONTRACTUAL TERMS AND CONDITIONS OF YOU BRD SERVICE

## A. General Principles

The client can subscribe to various BRD - Groupe Société Générale (hereinafter referred to as the “Bank”) services, YOU BRD among such services, in compliance with the laws in force and the contracts concluded with the Bank.

YOU BRD service is a remote banking service enabling operations on different devices, such as mobile phones (smartphones), computers etc., as detailed below.

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.

The client understands that any communication/procedure via unsecured remote communication techniques is made on the client’s sole responsibility, as the Bank shall not retain liability in case of possible frauds occurring due to reasons not attributable to the Bank.

## Definition and interpretation of specific terms

**a. Subscriber:** Client at least 18 y.o. contracting the YOU BRD service.

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

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

**d. Contract:** represents this document with Terms and Conditions of the YOU BRD Service (hereinafter referred to as “T&C”), together with the General Banking Conditions for individuals which the Subscriber declares to have read, understood and agreed with and the Guide with Fees and Commissions in Lei and foreign currency for individuals. The contractual documents mentioned above represent the Framework agreement under which the Bank offers the YOU BRD Service, respectively the Operations requested by the Subscriber are performed.

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

**f. 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 9.

**g. 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;
- *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 via OTP SMS, sent by SMS on the Client’s phone number;
- *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.

**h. YOU BRD Service:** Is the remote banking service, providing the Client with an electronic payment instrument with remote access and other features, as they are described in these T&C, which can be accessed both through the Mobile Banking channel and through the Internet banking channel.

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

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

**k. 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.

## **B. YOU BRD SERVICE**

### **1. Access to YOU BRD Service and security conditions**

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

- Downloading the Mobile Banking application from iOS/Android app stores;
- Subscriber's identification, followed by receiving the OTP SMS on the mobile device;
- Choosing a PIN code for authentication in the application;
- Agreeing to the Terms and Conditions. The Client previously receives the precontractual 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.

As a security measure, the elements for activating the YOU BRD Service (OTP SMS) are blocked after being incorrectly entered five times in a row. In this case, new activation elements must be assigned.

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

b. Access to YOU BRD Service

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.

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.

c. 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.

d. All transactions initiated by the Subscriber must be signed 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.

e. As a security measure, the connection to YOU BRD Service is interrupted after the incorrect introduction of the Security elements (PIN, OTP SMS or User code) five 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.

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

2. Subsequent to authentication, the Subscriber is granted access to:

**Consulting Features:**

- (a) information on the balance of account/accounts opened with the Bank;
- (b) details of account operations;
- (c) monthly statement of account (available only via Internet Banking);
- (d) consulting and updating the agreement with the use of personal data by the Bank for marketing purposes, commercial communication, studies, analyses and surveys.

**And Transactional Features:**

- (a) credit transfers between own accounts regardless of the currency they are opened in;
- (b) intra- and inter-bank payments to third party beneficiaries, in Romania;
- (c) Subscriber's definition of third party beneficiaries, within the application;
- (d) expressing consent for the provision of services carried out by AISP or PISP.

The List of Operations made available to the Subscriber when signing this Contract can be supplemented by the Bank. Any new Operations shall be performed by the Subscriber without the need to conclude an addendum to the Contract. If the Subscriber considers that the new Operations 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. 10.b.

**3. Accounts that can be accessed through YOU BRD Service**

a. Subscriber's accounts that can be accessed through YOU BRD Service are exclusively the accounts opened with the Bank. The Subscriber may access any of the accounts of which it is a holder.

b. 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.

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

**4. Conditions specific to Consulting Features**

a. 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.

b. 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.

c. 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.

**5. Conditions specific to Transaction Features**

a. Credit transfers may only be made from accounts opened with the Bank in the currency of the debited account.

b. Credit transfers may be made both to the accounts featured on the list of beneficiary accounts defined by the Subscriber in the application and to third party beneficiaries. The Subscriber is entirely responsible for the accuracy of the beneficiaries' data manually entered into the application.

c. The inter-bank payments performed through YOU BRD Service after the time limit, communicated to the Client in the Guide with fees and commissions for individuals, shall be processed on the first business day immediately following the date of transmission.

- d. 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.
- e. 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.
- f. 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.
- g. 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.

## **6. 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 unauthorised 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.

### **6.5.1. 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.

### **6.5.2. 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.

## **7. YOU BRD Service pricing**

- a. The YOU BRD Service, object of this Contract, is not subject to fees.

The Bank applies fees for the banking operations carried out through the YOU BRD Service as provided in the Guide with fees in Lei and foreign currency for individuals.

- b. The Subscriber has the obligation to pay the fees and costs provided in letter a., in force at the time of performing the operations.

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

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

### **8.1. 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.
- 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.3.b.
- 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 programmes, 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 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.

## **8.2. 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.

### **8.3. 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.

### **8.4. 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. In the case the Subscriber no longer holds an account accessible through YOU BRD Service, the Contract shall be terminated without any other formalities.
- g. 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.
- h. To perform transactions within the limits and in compliance with the provisions of this Contract.
- i. 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.
- j. 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.
- k. 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.
- l. The Subscriber is responsible for all the consequences resulting from sending or handling errors on its part.

## **9. Transaction Limits**

The daily transaction limit is of Lei 100,000. The limit per transaction is of Lei 50,000 except for foreign exchange, where the limit is of EUR 50,000 (or equivalent in the account's currency). The equivalent amounts shall be calculated according to the NBR exchange rate on the day of performing the transaction.

A transaction means a payment from the accounts opened with the Bank and accessible through YOU BRD Service.

## **10. Contract period, termination**

- a. 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.

- b. The Subscriber may request the termination of the Contract as follows:
  - 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;
  - By presenting to any of the Bank's units and by filling in application for waiving the Service or through MyBRD Contact service, any time during the Contract period.
- i. In the case of exercising the right to unilaterally terminate the Contract, specified in letter b), 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.
- d. 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.
- e. 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.
- f. The Bank reserves the right to immediately close this Service, in the case of occurrence of risks relating to the security of the computer system of the Bank

## **11. Other provisions**

- a. The 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.
- b. 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.
- c. 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.
- d. By these T&C, the Bank and the 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 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.
- e. 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.
- f. The general, economic and financial information provided by the YOU BRD Service is informative in nature.
- g. 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.
- h. The relations between the Bank and the Client shall be governed by the Romanian law.
- i. This Contract is written in Romanian and the communication between the Bank and Subscriber shall be also in Romanian.
- j. 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.
- k. 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.

I. In the event 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.