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 and freelancer/PFA 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 if the subscriber acts as an Individual. 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, Individual or empowered person, including the Minor Subscriber or the freelancer/PFA client, through the legal representative of the freelancer/PFA 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. Legal representative of the Freelancer/PFA Subscriber: has the meaning defined in the General Banking Conditions for Freelancers/PFA/Liberal Professions, which is part of the present contract.

e. AISP: payment services provider performing account information services.

f. PISP: payment services provider performing payment initiation services.

g. Contract: represents the Framework agreement under which the Bank offers the YOU BRD Service, respectively the Operations requested by the Subscriber are performed. For Individuals, 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 of the Minor, declares to have read, understood and agreed with. For Freelancers/PFA, the Contract is formed by this document with Terms and Conditions of YOU BRD Service, together with the list of General Banking Terms for Freelancers/PFA/Liberal Professions ("CGB PFA"), as well as the List of tariffs and commissions in Lei and Foreign currency for Freelancers/PFA/Liberal Professions, documents which the Legal Representative of the Freelancer/PFA Subscriber declares to have read, understood and agreed with.

h. 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.

i. 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.

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

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.

- *E-mail verification code:* an alphanumerical, 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.
- *Username*: is alphanumeric, has 6 characters minimum and maximum of 12 and it is used for accessing the YOU BRD Service via Internet Banking channel or Mobile Banking. Username will be required for accessing the YOU BRD mobile application or the internet banking, if the user does not have an active registered mobile device associated with a PIN or Biometrics, in combination with the password and biometric identification. Username will be required for resetting the password in case the password element has been forgotten by the user.
- *Password*: is alphanumeric, has 8 characters minimum and maximum of 16 and it is used for accessing the YOU BRD Service via Internet Banking channel and Mobile Banking. Password will be required for accessing the YOU BRD mobile application or the internet banking, if the user does not have an active registered mobile device associated with a PIN or Biometrics, in combination with the username and biometric identification.
- *Registered device*- a mobile phone device that has the YOU BRD application installed and active by associating a PIN or biometrics as a method of authentication in You BRD.

l. 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;

n. Freelancer/PFA: represents any of the following forms of organization: Freelancer/PFA, Family Enterprise, Individual Enterprise (as per applicable legal provisions), Individual Farming Producers and Liberal Professions, recorded in specific Professional Associations and which carry out their activity within offices/individual offices, grouped or associated or in professional civil societies.

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, Alpha Bank, Salt Bank, Banca Romana de Credite si Investitii, Techventures Bank S.A. 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.

q. Payments RoPay P2P in proximity (P2P) represents an Instant Payment in lei by QR code initiated following a payment request, generated using the RoPay service. A payment received by RoPay ("I want to receive") is a payment intention whereby the payment beneficiary requests using YOU BRD mobile banking app an amount of money from the Payer. The payment using RoPay ("I want to pay") represents the transfer credit option between accounts opened with payment services suppliers which have adhered to the SENT credit transfer Scheme Instant Lei Component (CPI Lei) and RoPay Scheme operated by TransFond S.A. The list with the payment services suppliers participating in the Ro Pay P2P proximity scheme may be viewed

at any time on the site of TransFond S.A., at: https://www.transfond.ro/servicii/casa-de-compensare-automata-sent and may be modified later, depending on the participants in the RoPay Scheme operated by TransFond S.A.

r. Foreign exchanges between own accounts represent the transaction of foreign exchange between own accounts processed in the currencies mentioned in chapter 6.1.3, point a.
s. Geolocation: GPS location of the subscriber's device, used based on his permission, permission which may be granted in the app or in the "Settings" menu of the device used to access YOU service. This information is used to protect from suspicious activities and will never be used for commercial purposes. Additional information about this processing may be found in the section 16.3 below.
t. "SANB Scheme" (Service to Display the Beneficiary Name) is a set of rules, practices and standards anaged by the Romanian Banks Association (ARB) as an optional service to the SEPA RON credit transfer Schemes, to which the Participants have adhered for the purpose of allowing the payer to identify possible inconsistencies between the name/company name of the account holder and the name/company name of the beneficiary written by the payer in the payment order;
On 16.09.2024 the list of payment services suppliers participating in the SANB Schme is: Banca Transilvania, First Bank, Unicredit Bank, CEC Bank, Libra Internet Bank, BCR, Vista Bank, Patria Bank, ING Alpha Bank, Salt Bank, Banca Romana de Credite si Investitii, Banca Centrala Cooperatista Creditcoop. The updated list with the participants to the SANB Scheme may be viewed at any time on the site of TransFond S.A., at: https://www.transfond.ro/pdf/Lista%20b%C4%83ncilor%20care%20ofer%C4%83%20SANB.pdf) and may be subsequently modified, depending on the participants to SANB Scheme.

3. Activation of YOU BRD SERVICE

3.1.

a) YOU BRD can be activated online as a self-service by starting the Onboarding process available in the login page, section "Signup" in branch by performing the assisted onboarding steps if the customer does not have any active YOU BRD Mobile banking account and does not have any mobile registered devices that can authenticate via PIN or Biometrics in the YOU BRD mobile banking application.

Online onboarding self-service steps:

- Downloading the YOU BRD mobile banking applicationfrom iOS/Android/Huawei stores
- Starting the onboarding process from the login page by pressing the 'Signup" button
- Providing the specific consents for Terms and Conditions, Data processing and Biometric data
- Providing the specific consents related to marketing and profiling.
- Providing the name and surname and e-mail address and validating the email via OTP
- Registering the mobile device by associating a PIN and biometrics
- Performing identification process via our partner Onfido that will validate the ID and liveness.
- Providing specific information related to know your customer.
- Providing consent for opening bank products
- Validating mobile phone number via SMS OTP
- Creating a username and a password
- Accessing the mobile banking application based on the credentials previously set

Branch onboarding and activation steps:

- Customer will be identified according to the bank procedure in place.
- Customer Identity will be verified by verifying the customer ID.
- Temporary username will be generated and sent to customer verified e-mail address.
- Temporary password will be generated and sent to customer verified mobile phone number.
- Customer will download the YOU BRD mobile banking application from iOS/Android/Huawei stores.
- In the login page of the You BRD application customer will introduce the username and the password received on the e-mail and phone number.
- Customer will have to change the temporary credentials and create his own username and password.
- Customer will Perform identification process via our partner Onfido that will validate the ID and liveness.

- Customer will register the mobile phone device by associating a PIN and biometrics and access the You BRD Mobile Banking application.

b) YOU BRD can be activated online as a self-service for an additional mobile phone device. The user cannot exceed maximum 3 registered mobile phone devices that have YOU BRD Mobile banking installed and active. The following steps have to be performed to activate YOU BRD on a different phone device.

- Downloading the YOU BRD mobile banking application from iOS/Android/Huawei stores
- Introducing the username and the password in the login screen
- An approval screen will be presented notifying that an authorization request has been sent to the registered device.
- A push notification for allowing the authentication will be sent to the active registered mobile device.
- Customer will access the notification and will allow or reject the authentication request.
- If the authentication is allowed, the customer will be able to register the new mobile phone device.

b) YOU BRD can be activated online as a self-service after any account recovery process that involves recovering username & password, by following the recovery process.

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 Individual 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.

Access recovery to You BRD Mobile Banking

In the login screen the customer will have access to a dedicated account recovery section "Forgot credentials". In this section he can either reset his password or reset and recover the username and password as temporary credentials.

a) Recovering the password requires the following steps from the user:

- Pressing on the "Forgot credentials" button in the login screen and selecting "Forgot password."
- Introducing the username
- Validating the mobile phone number with an SMS OTP
- Creating and confirming a new password

b) Recovering the username and password requires the following steps from the user:

- Pressing on the "Forgot credentials" button in the login screen and selecting "Forgot username and password."
- Validating e-mail via OTP
- Validating mobile phone number via SMS OTP
- Sending temporary credentials to the user
- App login using the above credentials, followed by a biometry check
- Setting up the final credentials

c) Recovering the account access if the customer does not have access to the registered mobile device to authorize the authentication. The following steps are required from the user:
    - In the approval screen, after successfully validating the input of username and password, the customer can press the button "I don't have access to the registered device."
    - Customer will provide consent for personal data processing.
    - Customer will verify his identity using our partner Onfido via ID check and liveness.
    - Customer will register the new mobile phone device.

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 over the Internet. The authentication is done by introducing the User Code and OTP password.

4.4 Accessibility for people with disabilities:

- **Mobile Banking** Channel: The subscriber can access the accessibility menu available in the settings of their smartphone directly from the YOU BRD mobile app. This may include accessibility functions such as: text readers that allow text to be converted into audio format, options to enlarge or reduce the screen, to use a magnified area, to adjust primary colours for the entire app, and to connect with hearing aids.
- **Internet Banking** Channel: it is compatible with the use of accessibility settings in the browser used by the subscriber. Activating them is done from the settings of the computer used by the subscriber.

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 username and password) 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 for Individuals or Freelancers/PFA as applicable.

5.5 The Bank monitors in real time the transactions carried out through the YOU BRD Service in order to identify, to the extent possible, unauthorized payment operations and prevent fraud attempts. In case of detection of behaviors or factual circumstances that create suspicion regarding the unauthorized or fraudulent use of the YOU BRD Service, the Bank may apply the corrective measures provided for by the General Banking Conditions, including blocking the payment instrument until the causes that justified taking this measure are eliminated.

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 wherein the Subscriber is the Account Holder and the Account Proxy;

(c) Monthly statement of account. The Account Proxy can request the account statement as mentioned in the CGB for Individuals;

(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) Consulting and updating the email address and phone number stated and used in relation with the bank;
(f) Consulting and updating the personal data (i.e.: correspondence address, source of funds, occupation, income level, sector of activity, professional status, purpose and nature of the relationship with the Bank, etc.)

(g) Consulting information about the fund units held by the Account Holder in the investment funds managed by BRD Asset Management S.A.I;
Regarding the availability of these Consulting Features for Minor Subscribers:

- Those mentioned at letters (a), (b) and (c) are available to all Subscribers, including Minor Subscribers.
- The one mentioned at letter (d) applies to Minor Subscribers, as 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 able to update the agreement. 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, card number, card status, account IBAN of the card account, CVV code and the card expiry date, by pressing the visual sign and introducing the PIN code set for YOU app or validation with biometric data;
(b) temporary block and unblock of a card;
(c) view the card PIN code by pressing the visual sign and introducing the PIN code set for YOU app or validation with biometric data;
(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.
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 issued to Individuals:

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 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[1], transaction value, monthly installment value, interest percentage, future installment[2] 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).

(f) The Multicurrency Option allows the cardholder of a debit card in RON, issued from the Bank's current offer, to link to the Card other current accounts opened in their name with the Bank, in addition to the RON current account initially attached to the Card, provided that: (i) the currency of these accounts is one of the currencies for which the Bank has made the Multicurrency Option available (as listed on the Bank's website, www.brd.ro); and (ii) if the cardholder has multiple current accounts in the same currency opened with the Bank, only one account in that currency may be linked to the Card.
The Multicurrency Option is not automatically activated upon card issuance.
If the cardholder wishes to benefit from this option, they must explicitly request its activation, in any Bank branch or through the YOU BRD service, by completing the forms provided by the Bank for this purpose.

[1] 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
[2] 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).

At the time of activation, the cardholder r will determine which current accounts he wishes to attach to the Card, and the order of priority for debiting these accounts when performing card transactions.
The cardholder may later modify these settings or deactivate the Multicurrency Option, in any Bank branch or through the YOU BRD service.
The Multicurrency Option is not available for authorized card users.
For Cards with the Multicurrency Option activated, the transaction amount will be debited from one of the current accounts linked to the Card, in accordance with the cardholder chosen debit priority order, as specified in the contractual documentation.
Exception: the RON current account attached to the Card will always be debited with priority.
Accordingly:
(i) For transactions in RON – the Bank will authorize the transaction and debit the RON account linked to the Card. If there are insufficient funds in the RON account, the Bank will authorize the transaction from one of the other accounts linked to the Card, based on the Holder's indicated debit priority.
(ii) For transactions in one of the currencies of the accounts linked to the Card – the Bank will authorize and debit the account opened in the transaction currency. If there are insufficient funds in that account, the Bank will authorize the transaction and debit the RON account. If there are also insufficient funds in the RON account, the Bank will authorize the transaction from one of the other linked accounts, according to the cardholder debit priority order.
(iii) For transactions in a currency other than those of the linked accounts – the Bank will authorize and debit the RON account. If there are insufficient funds in the RON account, the Bank will authorize the transaction from one of the other linked accounts, according to the cardholder debit priority order.
For transactions involving a currency exchange, the necessary conversion will be carried out using the Bank's exchange rate applicable to card transactions, as displayed on www.brd.ro.
The fees and commissions applicable to transactions made with the Card will correspond to those of the current account from which the transaction amount is debited, as per the Bank's Guide of Fees and Commissions for Individuals.The Card usage limits remain unchanged, regardless of how many current accounts are attached to the respective Card.
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), (e) and (f) 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: LEI, EUR, USD, GBP and CHF; The foreign exchange rates used by the Bank are shown in BRD units and displayed to the Subscriber prior to authorizing the foreign currency transaction, in the verification of the transaction page in YOU BRD service. The foreign exchange transaction between own accounts initiated using YOU BRD service will be processed 24/7/365 in any of the currencies mentioned at point a, in the terms mentioned at article 9.4 and the exchange rate shown in the verification of the transaction page at the moment of validation of the transaction by the Client.
(b) intra and interbank credit transfers (including Instant Credit Transfer) to beneficiaries, in Romania and abroad, in the following currencies: LEI, EUR, USD, GBP and CHF. The Subscriber may add manually the coordinates of the beneficiary at the moment of transfer or may select a 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 beneficiaries;
(c) making payments of invoices to the invoice registers that the Bank shall provide in the dedicated menu;
(d) subscriber's account owner may save beneficiaries, within the application, in the Contacts list;
(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, for the rejection of the credit transfer after authorization, for making a card payment which incurred a foreign exchange;
(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)
(l) making partial early repayments on consumer loans (except for credit cards and authorized overdrafts) and on mortgage loans, by the Subscriber who has the status of Borrower

The Transactional Features listed from letters (a) to (l) are not available to Minor Subscribers. The Transactional Features listed at letters (i) and (j) are available to all Individual 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, adjustments, withdrawals or extensions of the Operations available shall be accessible by the Subscriber, directly, including by updating YOU BRD app, 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.

6.3. The "CASHBACK" loyalty program (from now on the Program) is offered by the Bank together with a supplier of services to ensure the technical elements of operation of the Program, Dateio s.r.o., company which is register in accordance with the applicable legislation in the Cech Republic, with the office in Beníškové 1285/7, Košíře, postal code 150 00, Praha 5, Cech Republic, with the identification number 02216973, registered with the Registrar of Companies held by the Praha Court of Law, section C, entrance number 216820 (from now on the "Supplier").

6.3.1.1. The Program is available in the mobile banking service YOU BRD only for the Individual Subscriber, with fiscal residency in Romania or non-resident, who is the holder of an active debit and/or credit card, issued by the Bank, from now on the "Card holder Subscriber. The active debit/credit card issued by the Bank to the Card holder Subscriber is called from now on the "Card". The program allows the Card holder Subscriber to obtain discounts as cashback (money back in the account) or other forms of discounts (such as vouchers/discount codes, free products or services, from now on the "Voucher") for the purchases made by the Subscriber with the Card to Partner merchants enrolled in the Program (from now on "Merchant partners"), who supply offers (as defined further on). The Card holder Subscriber purchases the products and/or services included in the Cashback Offer by paying with the Card to the Merchant Partner the full price of the products and/or services purchased, and the cashback will be received at a later date by the Card holder Subscriber, in accordance with the provisions of art. 6.3.3. point C below.

6.3.1.2. The indicative list with the Merchant partners is periodically published and updated in the mobile banking service YOU BRD.

6.3.2. Section 2 – Area of distribution and length of time

The Program is organized and distributed on the entire territory of Romania, for a limited length of time. The date of launching, as well as the date of cessation of the Program will be notified in advance by the Bank to the Individual Subscriber.

These dates will also be announced on the bank's website, www.brd.ro.

6.3.3. Section 3 – Terms for accessing the offers

A. Program functioning

6.3.3.1 The Card holder Subscriber is automatically included in the Program, on the date of launching of the Program and receives access as such to the functionalities of the Card related Program, functionalities which are accessible through the mobile banking service YOU BRD. The Individual who receives the quality of Card holder Subscriber following the date of launching of the Program, will be automatically included in the Program beginning with the date when he acquired this quality, in compliance with all mentioned above.

6.3.3.1 Should the Card holder Subscriber wish to withdraw from the Program, he can do so at any time using the YOU BRD service, from the "More Menu/Deactivate Cashback". A Card holder Subscriber who has withdrawn from the Program, may reregister in the Program at any time during its functioning, by accessing (clicking) the "Cashback" module in the YOU BRD mobile banking service.

6.3.3.2 In order to be able to offer the Program to the Card holder Subscriber, the Bank will send to its external partner (Dateio s.r.o.) minimum and strictly necessary data to carry out the Program. This data is necessary for: calculating the cashback for the Card holder Subscriber and, if applicable, to profile the transactional behaviour of the Card holder Subscriber for personalized cashback offers.

During the Program, the Card holder Subscriber may benefit from:

i) Offers which are not related with the transactional profile of the Card holder Subscriber, as simply holding a card and the internet and mobile service YOU BRD make the client eligible for the offer/cashback and

ii) Offers which take into account the transactional profile of the Card holder Subscriber, which have as final scope to provide a personalized offer.

6.3.3.3. The maximum period for data retention by Dateio s.r.o. is of 2 years and it will be used only for managing the Program.
If the Card holder Subscriber withdrew from the Program, his data will be deleted from the information systems of Dateio s.r.o within 3 months (period necessary to calculate the appropriate cashback or to solve possible disputes with card issuing organizations).
The personal data of Subscribers participating in the Program will be saved by the Bank during the participation in the Program, as well as after this date, to fulfil the legal obligations of the Bank and its legitimate interests (such as solving complains from Subscribers).
The cashback offers mentioned at point i) above are offered based on the legitimate interest of the clients to benefit from the generic advantages offered to Card holder Subscribers.
Subsequent to the inclusion of the Card holder Subscriber in the Program, with the activation of a new Offer based on profiling in the YOU BRD mobile banking service, the Card holder Subscriber consents to the processing of his personal data regarding: transactional preferences (for example: previous purchases from similar partner merchants), typology (for example: client preference to shop online) and value of the card purchases to Dateio s.r.o. in order to be able to offer a personalized offer based on the profiling of the transactional behavior of the Card holder Subscriber and to compare with the typology of offers from the merchant partners portfolio.
Withdrawing the consent on personalized offers is done by withdrawing from the Program, with the consequence that the Card holder Subscriber will no longer benefit from the Program.
In the context of processing personal data related to the Program, Dateio s.r.o. acts as "empowered" of the Bank in the sense of article 4 point 8 of the Regulation (UE) no. 679/ 2016 (General Data Protection Regulation), and the Bank acts as a personal data operator.
The data processed is generated by the Bank and sent to Dateio s.r.o. based on existing data.
The information regarding the rights of the Subscriber as data subject and information regarding the point of contact in relation with the Bank based on any exercising of the rights provision in the General Data Protection Regulation may be consulted in the document "Information Regarding the Data processing of Personal Data for Individuals", to which section 16.1 below refers to.
As a rule, for the specific purposes of the information, the data is transferred only to States from the European Union/Economic European Area.

B. Program Offers

6.3.3.4. participants may benefit from offers from Merchant Partners (from now on the "Offer/s") which may be "Cashback Offer" or "Voucher".
6.3.3.5. The Offers are available in the mobile banking service YOU BRD, in the Cashback Module. In order to access a Cashback Offer, the Card holder Subscriber must activate the offer in the Cashback Module, by clicking the button "Activate" (each Offer must be activated individually), with the exception of all the Offers valid in the Program on the date of its first accessing, date when the Card holder Subscriber access for the first time the Cashback Module, by clicking on the Module in the YOU BRD mobile banking service. The effects of the first accessing are also valid if the Card holder Subscriber reregisters in the Program after 3 months since withdrawing from it.
If the Card holder Subscriber reregisters in the Program according to point 6.3.3.1. above, then:
(a) if the reregistration in the Program is made in under 3 months since withdrawing from the Program, the Card holder Subscriber will continue to have the Offer activation and cashback history in the status at the moment of withdrawal from the Program and the new Offers launched in his absence which may still be available, as well the Offers added to the Program after reregistration must be activated by the Card holder Subscriber as mentioned above.
(b) if the reregistration in the Program is made after 3 months since withdrawing from the Program, all the Offers available at the moment of reregistration shall be automatically activated upon accessing the Cashback Module by the Card holder Subscriber as mentioned above.
Some Offers may only be redeemed by accessing the website of the Merchant Partner through the link specified in the Offer description. It is recommended to finalize the order on the website immediately after accessing it through the link in order to avoid the loss of connection.
Voucher Offers are simply shown in the YOU BRD mobile banking service and the Card holder Subscriber does not need to activate them. They become available to be redeemed after fulfilling all the terms mentioned in their content and for each distinct Merchant Partner, in accordance to their specifications.
6.3.3.6. The Card holder Subscriber must purchase the products and/or services included in the Cashback Offer by paying with the Card to the Merchant Partner during the Offer validity period, in physical stores and/or online stores (according to

the Offer's terms). Upon paying with the Card, the Card holder Subscriber pays the full price of the products and/or services and the cashback will be received at a later date.
In the YOU BRD mobile banking service, in the Cashback Module in "Transaction history", the Card holder Subscriber` will be informed about: a) Total value of the cashback to be received in the current month for the previous month, detailed for each transaction, for Cashback Offers; b) History of the amounts received in previous months, detailed for each transaction.
The time interval between the date of the transaction and the date of showing information about the amount related to the Cashback Offer may vary depending on the terms and conditions described in the Offer, but which may not exceed 60 working days from the date of the last transaction made to the Merchant Partner in the previous month.
6.3.3.7. In the Cashback Module from YOU BRD service, each Offer will have a dedicated section detailing the offer of the respective Merchant, with at least the following information: a) Value of the amount to be paid back to the Card holder Subscriber (as percentage from the total amount paid or as a fixed amount) for Cashback Offers; b) Gift given for fulfilling the specified terms (percentage discount, value or description of the product or service offered as a gift) and the period in which the gift must be redeemed for the Offers type Voucher; c)Validity period of the Offer (Cashback or Voucher); d) Physical location and/or online stores where the Offer is available; e) details regarding the offers which require profiling and f) Other specific terms to obtain the amount related to the Cashback Offer or Voucher from the Merchant Partners.
In the detailed description of the Offer, the Merchant Partners may include limitations (for example regarding the locations in which the Offer is available, if it can be used once or repeatedly, etc.).
6.3.3.8. The activated Offer may be redeemed beginning with the initial date of validity of the Offer and until the end of this period. Payments made outside the validity period do not give the right to receive the amount related to the Cashback Offer or Voucher, as applicable.
6.3.3.9. The value of the amount related to the Cashback Offer will be calculated with exclusive consideration to the amount paid by Card for it. The Offer does not apply to partial Card payments made by the Card holder Subscriber (for example a partial Card payment and a difference paid using non-cash means, like gift tickets, discount coupons, etc.). The Offer does not apply also for payments made using an electronic wallet when the payment initiation and performance show another name than the Merchant such as the name of the electronic wallet for example (Pay Pal, Curve, etc), situation resulting from the manner of the payment and for which the Bank is not given information regarding the name of the Merchant Partners and is unable to associate the payment made with the Card with the related Offer. The terms of the present article also apply to Voucher Offers.
6.3.3.10. The payment related to the Offer must be made by the Card holder Subscriber directly to the Merchant Partner. The transactions made by persons who are intermediaries of the products and/or services do not give the right to receive the amount related to the Offer (for example offer aggregators, discount coupons, etc.).
6.3.3.11. The Card holder Subscriber is obligated to use the Program in good faith. If the Bank identifies fraud suspicions or abusive use of the Program by the Card holder Subscriber, it reserves the right to eliminate the Card holder Subscriber from the Program, by limiting his access to the Offers and also to retain unpaid amounts related to fraud suspicious Offers or to request the Card holder Subscriber returns the amounts related to the Offer. The Card holder Subscriber removed from the Program is no longer entitled to receive amounts related to the Cashback Offers or to benefit from Vouchers.
6.3.3.12 The bank may periodically send push-type messages from the YOU BRD mobile banking application to Cardholders Subscribers to inform them about information such as: new merchants included in the Program, new offers included in the Program, offers that are about to expire soon, and others.

C. Payment of cashback

6.3.3.12 The amounts related to activated Cashback Offers, in compliance with the terms of the Offer, will be transferred to the account one a month, within maximum 15 working days from the beginning of the following month after the month when the information related to the Offer amount was shown in the Cashback section (transaction validated by the Partner) in accordance with article 6.3.3.6. paragraph 3 above.
6.3.3.13 The cumulated amount, related to activated Cashback Offers and for which Card payments were made during a calendar month, will be transferred to the Card account used for the respective transactions. For the cashback transactions made by an empowered client using a card issued as empowered person, the amounts related to the Cashback Offers belong and are owed to the account holder on whose account the card used for the transaction is attached, as the empowered person is not entitled to receive these amounts.
6.3.2.14 For a card attached to a foreign currency account, the value of the cashback is calculated using the LEI equivalent of the value of the transactions (using the Bank's sale foreign exchange rate on the date of debiting of the transaction, published on www.brd.ro), and subsequently the cashback is transferred in the account in the account currency (using the Bank's sale foreign exchange rate on the date of crediting the account with the cashback.
6.3.3.15 The total cumulated value of the cashback which a Card holder Subscriber may receive during the Program (regardless of the number of Cards used for transactions or if the Cards are issued to the account holder or to his empowered person on the account) is limited will never exceed the amount of 600 LEI per month.
6.3.3.16. For transactions made for Offers in the Program when the Card was lost, stolen, registered a fraud, or the account is blocked for debiting, the Card holder Subscriber cannot receive the amount related to the Offer following the performance of the respective transactions.

6.3.3.17 If the Card holder Subscriber registered amounts owed to the Bank or to other creditors which have initiated garnishment procedures on his accounts, the Bank is entitled to use the cashback amounts owed to the Card holder Subscriber in order to pay the debts registered by the Card holder Subscriber and comply with legal provisions.

D. Vouchers

6.3.3.18 The Vouchers may be of 2 types: (i) discount as percentage from the purchase value or in fixed amount, (ii) a product or service selected by the Merchant Partner and given as a gift to the Card holder Subscriber. These will be available to the Card holder Subscriber in the Program as a alphanumerical code/QR code/ EAN code/image.

6.3.3.19 The Card holder Subscriber (regardless if he uses a Card as an empowered person or as an account holder) has the right to receive the gift represented by the product or service given as gift in accordance with (ii) 6.3.3.18 above, by using the alphanumerical code/QR code/EAN code/ image, if he fulfils the Voucher specific terms presented in the Offer. He will take possession of the gift in the stores of the Merchant Partner mentioned in the Voucher terms or on its website, if applicable.

6.3.3.20 If a Card holder Subscriber may access several Vouchers from the same Merchant Partner, a new Voucher may be used only after the previous Voucher was used. In this case, in order to issue a new Voucher, the Card holder Subscriber must click the button "See Voucher" again in the Merchant Offer in the Cashback module.

Section 4 – Merchant Partners

6.3.4.1. Purchases to Merchant Partners are governed by the applicable commercial terms which apply to their respective industries and/or rules and regulations applicable to Merchant Partners.

6.3.4.2 The Bank does not assume responsibility regarding the quality of the products and/or services supplied by the Merchant Partners through the Offers or regarding the information included in other offers published on their websites and in other promotional materials.

6.3.4.3 Complaints regarding a product and/or service, as well as the return of products are under the governance of the rules of Merchant Partners. During the Program, if a Card holder Subscriber returns a product to the Merchant Partner in compliance with its return and guarantee policy, then:

6.3.4.3.1 If the Card holder Subscriber did not yet receive the cashback amount, then this amount shall not be credited to the account in accordance with the provisions of the Programs; in a similar manner, if the transaction failed to fulfil the necessary criteria to apply the Voucher, then he will not be able use it.

6.3.4.3.2 If the Card holder Subscriber received the amount related to the cashback, its equivalent value will be deducted from the amounts he is entitled to following the continuous use of the Program, as shown in the Cashback Module, "Transaction History" tab with a minus "-".

6.3.4.4. If the transaction failed to fulfil the necessary criteria to benefit from a Voucher, then the voucher will not be redeemable.

Section 5 – Questions and answers regarding the loyalty Program

6.3.5.1 The Card holder Subscriber may ask questions or address complains regarding the Cashback loyalty Program in any BRD unit, by calling My BRD Contact the number: +4 021 302 6161 (from any network).

Section 6 – Modification and suspension/cessation of the loyalty Program

6.3.6.1 The Bank reserves the right to modify the details of the Program at any time during its duration, and any modification will also be brought to the attention of participants on www.brd.ro as well.

6.3.6.2 The loyalty program may be suspended or cancel in the following situations: a) at the Banks initiative, with the previous information of participants; b) In case of force majeure;

Section 7 – Effects of withdrawing from the Program

6.3.7.1 The Card holder Subscriber withdrawal does not remove his right to receive the amount related to the Cashback Offers redeemed in the previous month prior to the month of withdrawal from the Program, which will be transferred to the account in accordance with Section 3. Also the cashback payment will be made including for the transactions made in accordance with the Offers, debited until the date previous to the date of withdrawal from the Program.

6.3.7.2 For Vouchers, their use stops at the moment of withdrawal from the loyalty Program.

Section 8 – Taxes and duties

6.3.8.1. BRD - Groupe Société Générale is not responsible with the payment of taxes, duties or any other fiscal obligations related to the benefits granted, with the exception of the income tax retained at the source applicable to individual income from prizes, tax which BRD - Groupe Societe Generale S.A. is obligated to retained and pay to the State budget, in accordance with the provisions of Law no. 227/2015 regarding the Fiscal Code, as updated with its subsequent addendums.

For Individual winners with the fiscal residence in Romania, the prizes under a gross value of 600 lei are tax free in accordance with the Law no. 227/2015 regarding the fiscal Code, as updated with its subsequent addendums, and for the amount which exceeds the tax-free value, the applicable tax percentage is of 10%. By activating and using the Offers, the Card holder Subscriber accepts the prize offered through the loyalty Program.
For fiscal non-residents in Romania, the entire value of the prize must be taxed, with an applicable tax percentage of 10% retained at the source for resident individuals of an EU member State or with a State with which Romania has signed a Convention to avoid double taxation, respectively 16% for individuals which do not fulfil previously mentioned terms.

6.4.Member get Member functionality – The Subscriber has access, through the YouBRD Service, to a functionality that allows recommending the Bank's products and services to other people, provided they are satisfied with them.. The Subscriber can generate, from the "Others" section on the main page of the YOU BRD Service, a unique referral code, which they can then share with an unlimited number of people. The referred person can enter the received referral code in the dedicated field during the online process of establishing a relationship with the Bank.

Recommending a friend is not a mandatory condition for the referred client to access the Bank's products or services. They have access to the same commercial terms as any other eligible client. Referred clients do not incur any additional costs during the contracting process.

This functionality is permanently available; however, during periods when dedicated commercial campaigns are running, the Subscriber who recommends the Bank's services and, as applicable, the person receiving the recommendation may access certain benefits such as rewards/prizes. Campaigns will be accompanied by specific regulations that include the operating mechanism, eligibility conditions, offered benefits, criteria for awarding prizes, and any other applicable rules. The regulations will be available in the YouBRD Service, in the dedicated section. The referred client can no longer issue recommendations within the same campaign.

Outside campaign periods, the functionality remains accessible to users without granting any material benefit and without involving additional obligations on the part 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, including Freelancer/PFA accounts where it holds the quality of Legal Representative.
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 for Individuals and Freelancers/PFA. 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 receiving for processing transfer credit transactions (payments) and debit instruments for individuals and legal entites", shall be processed on the first business day immediately following the date of transmission, excluding (i) 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, as well the (ii) foreign exchange transactions between own accounts.
9.4. Before ordering a credit transfer, including a foreign exchange transaction between own accounts, the Subscriber shall ensure the existence of sufficient balance in the account that will be debited. The foreign exchange transaction between own accounts shall be processed automatically between 21:30 – 07:30 if the account of the Subscriber has enough balance, is an active account and there are no measures ongoing of account blocking for receiving or paying money. If the foreign exchange between own accounts shall be ordered between 07.30 – 21:30, and the account of the Subscriber does not have enough balance, the Bank will perform it only until 21:30 hours, if it finds enough balance in the account to be debited. In this situations, the moment of receipt of the foreign exchange is considered to be the moment of consent by the Subscriber, even if this takes place outside processing hours or in a non-working day. Should, due the technical reasons or of other nature, the foreign exchange will not be processed 24/7/365, usual transfer credit terms will apply. 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, including RoPay P2P payments, the account balance will be updated at the beginning of the next Business Day, with the exception of Instant Credit Transfer operations and Foreign exchanges between own accounts, 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 14 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 for Individuals/Freelancers/PFA, as applicable. 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.
9.8.1 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 9.8.1 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.

9.8.2 Specific terms for RoPay P2P proximity payments

These payments:
a) may be initiated suing only YOU BRD Mobile Banking service, only between accounts opened with Romanian financial institutions which adhered to RoPay Scheme;
b) are intrabank and interbank credit transfer operations (between accounts opened with different payment services suppliers) and also inter and intrabank transfers to be received;
c) may be performed only in local currency: LEI;
d) are low value payments; maximum amount allowed is of 49.999,99 LEI/transaction;
e) are processed in real time, 24/7, within maximum 15 seconds since being authorized by the Subscriber, in a secure environment, and the beneficiary of the funds has immediate access to the funds received. In these situations, it is implied that the moment of receival of the payment order is the moment of consent of the Subscriber as per the current Contract, even if it takes place outside processing hours or in a non-banking day;
Should the Payer, for any reasons, not scan the QR code and not authorize the payment within the time shown, the QR code will expire and the transaction will have to be reinitiated.

Steps the beneficiary and the payer must follow for RoPay payments:

As payment Beneficiary :

1. Access YOU BRD Mobile Banking service
2. Authenticate
3. Access “Payments” menu
4. Access RoPay - QR code payments
5. Select “I want to receive”
6. Choose the account in which to receive the transfer
7. Fill in the amount to be received
8. Select “Generate QR code”
9. Generate the QR code and show it to the Payer.

As Payer:

1. Access YOU BRD Mobile Banking service
2. Authenticate
3. Access “Payments” menu
4. Access RoPay - QR code payments
5. Select “I want to pay” – the camera will be opened from YOU BRD Mobile Banking
6. Scan the QR code; the payment order will be prefilled with the beneficiary data and the amount
7. Authorize the payment

9.8.3 Service to Display the Beneficiary Name (SANB)

SANB is an additional service to the SEPA RON Credit Transfer Schemes and is available only in the case of electronic payments made to accounts opened at a Romanian bank that has joined as a SANB participant. SANB is managed in partnership with TransFond SA (Interbank Payments Clearing House).

SANB is a service that the Bank makes available to the Subscriber and consists of displaying to the Subscriber, at the time of initiating an interbank credit transfer through the YOU BRD Service to a beneficiary account opened at another bank participating in SANB, based on the IBAN of the beneficiary account completed by the Subscriber in the electronic payment order, of the name/partial/abbreviated 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 Database centralized managed by TransFond related to SANB. In case of initiating an intrabank payment, the bank's internal database will be queried.

In order to feed / create the database managed by TransFond, BRD must, according to the requirements of the National Payment Scheme/Set of Rules regarding SANB, send to TransFond the personal data of the Subscriber consisting of: full first name, initial of name and IBAN code, so that , when the Subscriber will be the beneficiary of a payment, based on an orderly transfer from another credit institution, the orderer, at the moment when he enters the Subscriber's IBAN, his first and last name should be visible.

If the Subscriber has the capacity of PFA, the personal data that will be transmitted to TransFond are: parts of the name of the PFA and the IBAN code.

The personal data mentioned above will be transferred to TransFond, stored by it and periodically updated (following the information communicated by the Bank, for example in the case of a change of the Subscriber's last name), until the termination of the Subscriber's relationship with BRD and will be able to be interrogated by the other SANB participants in the context described above. The processing of the Subscriber's data is aimed at fulfilling the legitimate interest of BRD and TransFond, as associated Operators, to comply with certain regulatory requirements requested by the BNR to prevent fraud and undue payments.

The transmission of the Subscriber's data to the other SANB participants, as receiving participants (each of them transmitting information about the holders of the accounts opened in their records), is done through secure channels, in the previously mentioned truncated format, for the sole purpose of facilitating the Subscriber's possibility to identify any discrepancies between the information regarding 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 discretion choice, continuation of the operation or renouncing on it.

Thus, the processing of personal data in the context of the SANB Scheme is aimed at preventing fraud in the execution of payment operations and reducing the risks related to payment operations by credit transfer, respectively reducing the number of undue 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, correspondingly, reducing the number of cases of receipts of undue amounts.

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 of time from using SANB. The restriction period at SANB will be increased exponentially 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/renounce the initiation of the payment even if he has been restricted in using SANB or if the beneficiary of the payment has an account opened at a bank that has not joined SANB.

In the YOU BRD service, the following will be displayed to the Subscriber based on entering a valid IBAN in the "Account" field:

- All first names and initials of the family name, if the beneficiary of the payment is a natural person
- Parts of the name of the company/PFA in the situation where the beneficiary of the payment is a company or an authorized natural person

The steps that the Subscriber must follow as a payer:

1. Access the YOU BRD Service
2. Authenticate
3. Access the "Payments" menu
4. Enter a valid IBAN account

   After the automatic validation of the IBAN code, the truncated name of the payee will be automatically displayed, if he has an account opened at a bank that has already implemented SANB.
5. Regardless of whether or not the truncated name of the payment beneficiary was displayed, the Subscriber can continue filling out the payment form and authorizing the payment.

If the Subscriber initiates a payment to an account opened at a banking institution that is not a participant in SANB, no details about the name of the beneficiary will be displayed.

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.

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 LEI/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: (deposit's amount * number of days * 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 the 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. The opening/liquidation of overnight deposits is visible directly on the source account.

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 hold at least one current account in the currency of the savings account with the Bank, as the holder.
10.5.2. There is no minimum amount required for opening savings accounts.
10.5.3. The available balance in the savings account at any time must be no more than EUR 50,000, for the savings account in EUR (the savings account in EUR is no longer available in the Bank's offer starting with 26.04.2021). In calculating the maximum ceiling for the savings account in EUR, interest is not included.
10.5.4. Interest is calculated on the daily balance of the account and is capitalized monthly, on a fixed date (01 of each month), regardless of the date of opening the account.
10.5.5. The opening date of the savings account is the current day for operations entered until 21:30 and, respectively, the next business day for operations entered after this time or on non-business days.
10.5.6. The savings account can be closed only by presenting it at one of the Bank's units, 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 ,

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 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 Subscribed 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 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 for the Subscriber is of LEI 99,999.99 (or equivalent in the currency of the account) and for Premier clients the limit per transaction is of 199,999.99 LEI. The limit for Instant Payment type or RoPay P2P Payment is of 49.999.99 LEI.
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 249,999.99, except for Premier clients, for which the daily transaction limit is of RON 599,999.99. For foreign exchange, the limit is of EUR 49,999.99 (or equivalent in the account's currency) per Subscriber per day.
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 for Individuals" or the "Information Notice on Personal Data Processing for Freelancers/PFA and Liberal Professions", attached to the General Banking Conditions for Individuals/Freelancers/PFA, 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.
Regarding the SANB scheme, the Subscriber can submit a request for the exercise of a right from those mentioned in the previously mentioned Information document to any of BRD and TransFond, following that they will inform each other and support each other so that they respond to the Subscriber within the legal term (as a rule, one month). As a rule, the main point of contact for the Subscriber is BRD, at the address in the "Contact" section of the Information mentioned above, and if the Subscriber addresses TransFond, it will redirect 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, as a rule, by BRD, who will agree in advance with TransFond the content of the information.
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.
To achieve the facial recognition and liveness, the personal data of the Subscriber will be transmitted to Onfido SAS, registered in Regus La Défense Tour Ariane, 5 Place de la Pyramide, 92088 Paris La Défense Cedex as identity verification solution provider. The Bank partner, Onfido SAS will capture the data extracted from the identity card and the biometric data

from liveness, analyze them and send the bank the final answer regarding the authenticity of the verified identity. After sending the answer to the bank, Onfido SAS will encrypt your information and keep an identification key.
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 deivce 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: username, 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. At the same time, in case of non-resident fiscal cashback beneficiaries the Bank shall process the following data in order to fulfill regulatory fiscal obligations (i.e. filling in and sending fiscal statements): name, first name, fiscal residence country, CNP/NIF, amount received by the beneficiary and tax retained at the source.
Geolocation information is processed by the Bank for the prevention of fraud and for the implementation of mechanisms to monitor possible frauds or suspicions of fraud related to payment transactions made through the YOU BRD Service, in order to protect you against the risk of fraud, thus ensuring the proper execution of the contract concluded between the Bank and you. For example, if as a result of monitoring payment transactions carried out by you, we identify suspicious operations (for instance, payments from different locations (cities) within short time intervals, which would not allow the cardholder to travel to/between those locations according to current technical capabilities), the Bank may take measures such as blocking the suspicious transaction, blocking the card, blocking the account, etc. The same blocking measures, up to and including blocking the YOU BRD Service, may be applied by the Bank if we identify mobile applications installed on your mobile phone that are potentially malicious or that could allow access to sensitive payment data or their viewing. The Bank will inform you in advance of the application of the blocking measure / before closing YOU BRD. Such operations involve the processing of the following personal data about you: real-time location of the device used for performing the operations, based on the necessity of proper execution of the contract with you and by virtue of applying certain legal authorizations for the implementation of security measures in the context of payment operations. Additionally, geolocation information may also be used within the Cashback Loyalty Program to view the location of merchants included in the Program, using the map provided to the Subscriber within the Program, under the conditions of art. 16.13 below.
We will use information regarding Geolocation for the purposes mentioned above if you have opted for this through the YOU BRD Service. As a rule, permission to access the location of the device through which the YOU BRD Service is accessed will be requested before authorizing each payment operation, as well as before each display of the location of merchants included in the Cashback Loyalty Program.
You can:

i) grant the Bank permission to process Geolocation information while using the YOU BRD Service (i.e., this implies that, from the moment you have opted for this, the Bank will process geolocation information before executing all future payment operations ordered by you through the YOU BRD Service, to the extent that / until the moment you can refuse this processing from the device's "Settings" menu, by selecting the YOU BRD application, the "Permissions" submenu – "Location." During the period you have authorized the processing of geolocation information, after logging into YOU BRD, the device will notify you that Geolocation is activated.
ii) grant the Bank permission to process geolocation information specifically for the payment transaction for which you are being asked,
iii) to refuse the processing of Geolocation information, this not affecting the execution of the payment operation you are about to make. In this latter case, however, the Bank will have fewer means to prevent potential fraud related to the payment operation to which you could be exposed. If you have chosen not to grant Geolocation permission in the YOU BRD application, but wish to do so later, the option can be activated from your device's "Settings" menu by selecting the YOU BRD application, then the "Permissions" submenu – "Geolocation."

Regarding the processing carried out for the purpose of preventing the above-mentioned fraud, the Bank will not transfer

to a third party supplier any information related to Geolocation, as this information will be processed exclusively by the Bank and it shall not be transferred abroad. The Bank will save the information about Geolocation for a period of 13 months.

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 Subscriber or the Proxy of 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/its Proxy, 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, as applicable, 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 (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, 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**.**

(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.

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.

16.13. Within the Cashback Loyalty Program, the data transmitted to the external provider Dateio s.r.o. are as follows:

a) Client Data: Client ID (internal BRD identifier), status within the program (e.g., registered, revoked, etc.), registration date in the Program, date of birth, gender, geolocation of the Subscriber's mobile device (based on the Subscriber's consent). b) Card Data: Card ID (internal BRD identifier), Card type, name of the card organization, Card status (active / in the process of closing), cashback eligibility status, Card type. c) Transaction Data: Transaction ID, transaction channel code, transaction amount, Merchant ID, Terminal ID, name of the acceptor, merchant's city and country, merchant category (MCC), transaction date, transaction time, authorization code generated in the IT systems, reference number (RRN), authorization number (ARN), cash amount collected in the case of POS cashback.
The bank transmits to the external partner: 1) A history for the last 12 months (if available) of the above data for the purpose of providing the Program, and 2) daily transactions performed and any updates to the above data during the implementation of the Program. Detailed provisions regarding data processing in the context of the Cashback Loyalty Program can be found in section 6.3. You can choose to view the location of merchants included in the Program using the map provided to you within the Program. Before giving your consent, you will be informed about the essential elements of processing, such as: the processed data and the purpose of processing.
The location of merchants included in the Program will not be available on Huawei devices launched after 2019.
16.14 The Bank reserves the right to modify, update, or enhance the technical requirements necessary to access and use the YOU BRD mobile banking app at any time and without prior notice. Such modifications may include, but are not limited to, changes in supported operating systems, device compatibility, security protocols, or software updates.

These changes may be implemented to address security threats, comply with regulatory requirements, improve performance, or enhance the overall security and functionality of the YOU BRD mobile banking app. While the Bank will endeavor to inform users of significant changes through appropriate channels, it remains the responsibility of the user to ensure their device and software meet the latest technical requirements for continued access.

The Bank shall not be liable for any inability to access the YOU BRD mobile banking app due to a user's failure to update their device, software, or security settings in accordance with the updated requirements.

17. Provisions specific to Freelancers/PFA
The following provisions are applicable exclusively to Freelancer/PFA Subscribers and complete or derogate from any other provisions from the present Terms and Conditions.
17.1 Activating YOU BRD Service. If the Individual, Legal Representative of the Freelancer/PFA which holds the quality of Subscriber, does not have a current account with an active card opened with BRD and only the Individual Subscriber has an account with the Bank, then the activation of YOU BRD service shall be done exclusively in the Bank's units, with support from its personnel.
17.2 Security Measures. Detailed provisions regarding the authentication and authorization of operations can be found in the General Banking Terms for Freelancers/PFA or, as applicable, when considering the double quality of the Subscriber, in the General Banking Terms for Individuals.

17.3 Functionalities available to Freelancers/PFA
17.3.1 Transactional Features. YOU BRD service offers the following Transactional Features to Freelancers/PFA Subscribers:
(a) credit transfers between own accounts opened with the Bank in the following currencies: LEI, EUR, USD, GBP and CHF;
(b) intra and interbank credit transfers (including Instant Credit Transfer) to beneficiaries, in Romania and abroad, in the following currencies: LEI, EUR, USD, GBP and CHF. The Subscriber may add manually the coordinates of the beneficiary at the moment of transfer or may select a 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 beneficiaries;
(c) making RoPay P2P payments nearby, exclusively in LEI currency and only to a natural person participating in the RoPay P2P system. The QR code generation function for collecting payments via RoPay is not available for accounts related to Authorized Freelancers.
(d) making payments of invoices to the invoice registers that the Bank shall provide in the dedicated menu;
(e) subscriber's account owner definition of beneficiaries may be saved within the application, in the Contacts list;
(f) receiving a push notification on the Mobile Banking app after the successful initiation of a credit transfer transaction, for the rejection of the credit transfer after authorization;

(g) 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)

17.3.2 Consulting Features. YOU BRD service offers the following Consulting Features to Freelancer/PFA Subscribers:

(a) information about the account balance of accounts opened on the Freelancer/PFA account and for those for which it holds the quality of proxy;

(b) view information regarding the saving and lending products held as account holder for the Freelancer/PFA and that of Proxy;

(c) details about account operation for which it holds the quality of account holder for the Freelancer/PFA and that of Proxy;

(d) monthly account statement (feature available both through the Internet Banking channel and through Mobile Banking). The Proxy may request an account statement in accordance with the terms mentioned in the General Banking Terms for Freelancers/PFA.

17.4 Transactional limits

17.4.1 The limit per transaction for Freelancer/PFA Subscribers or their Proxies regarding the operations carried out as Proxy of a Freelancer/PFA is of LEI 99,999.99 (or equivalent in the currency of the account) for payments initiated from Mobile Banking and of 49,999.99 LEI (or equivalent in the currency of the account) for payments initiated from Internet Banking.

17.4.2. The daily transaction limit for Freelancer/PFA Subscribers or their Proxies, 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 199,999.99 for payments initiate from Mobile Banking and of 49,999.99 LEI for payments initiated from Internet Banking. For foreign exchange, the limit is of EUR 49,999.99 (or equivalent in the account's currency).

17.4.3 The limit for an Instant Payment type and for a RoPay payment type for Freelancer/PFA Subscribers or their Proxies regarding the operations carried out as Proxy of a Freelancer/PFA is of 49,999.99 LEI.

17.5 Specific derogations

17.5.1 The Subscriber acting as account holder for the Freelancer or the Proxy of a Freelancer does not have applicable any of the reflection rights (including the right of denunciation provisioned at art. 15.2 letter a above) provisioned in the current Terms and Conditions;

17.5.2 The provisions regarding the opening/closing of current or savings accounts, as well as those regarding the opening and closing of deposits as mentioned in article 10 above do not apply to Freelancer/PFA Subscribers or their Proxies regarding the operations performed by the Proxy of a Freelancer/PFA Subscriber;

17.5.3 The Subscriber acting as account holder of a Freelancer or Proxy of a Freelancer/PFA does not have applicable the provisions of article 16.12 as mentioned above in the present Terms and Conditions.