

**SPECIAL CONDITIONS FOR SEPA INSTANT PAYMENTS****1. General provisions**

The following conditions apply to the execution of orders from customers in the real-time transfer procedure. In addition, the General Terms and Conditions and the Special Conditions for Electronic Banking per Western Union Digital Banking App shall apply, unless otherwise agreed below.

**1.1 Main features**

The customer may instruct the Bank to transfer, by means of a real-time credit transfer, a sum of money in euro within the Single Euro Payments Area (SEPA, see Annex) to the payee's payment service provider in good time in accordance with clause 1.5 below, provided that this payment service provider accepts such payments on the basis of the "SEPA INSTANT CREDIT TRANSFER (SCT INST)" agreement and can be reached via the payment system used by the Bank. The payee's payment service provider is obliged vis-à-vis the payee to make the payment amount available to the payee within seconds, if possible. The Bank shall provide the payer with information on the execution of a real-time credit transfer in the transaction list available via online banking or via another agreed electronic channel as well as subsequently via the account statement. The same applies if the transfer is rejected or cannot be executed.

If the Bank receives a real-time transfer for a payment account maintained in euros, it shall accept the transfer amount and inform the payee thereof in the agreed form and via the account statement.

**1.2 Amount limit**

The amount limits for orders are set out in the Bank's price list.

**1.3 Receipt and revocation of the order**

In amendment of Section 39a of the General Terms and Conditions and Section 6 of the Special Conditions for Electronic Banking per Western Union Digital Banking App, the Bank shall maintain the business operations required for the execution of real-time credit transfers for the agreed electronic access channels (e.g. online banking) 24/7 on all calendar days of a year. Once the order has been received by the Bank, the customer may no longer revoke it.

**1.4 Refusal of execution**

In addition to Section 39 Paragraph 6 and 8 of the General Terms and Conditions, the Bank shall refuse to execute the order at short notice if:

- the debit account has not been agreed for real-time credit transfers,
- the conditions for execution, e.g. effective authorisation, compliance with the provisions of the Money Laundering Act or embargo regulations, cannot be conclusively checked at short notice,
- the account currency of the debit account is not the euro (foreign currency account),
- the payment service provider of the payee cannot be reached via the payment system used by the Bank, in particular because it does not use this procedure.

In case of a final decision on refusal, the Bank shall inform the customer thereof in accordance with clause 1.1.

**1.5 Execution time**

The Bank, amending Section 39a Paragraph 3 of the General Terms and Conditions is obliged to ensure that the funds of a real-time credit transfer are received by the payment service provider of the payee after successful verification of the execution requirements in accordance with the execution time agreed in the Bank's list of charges and services.

In case of a refusal the Bank reserves the right to block the amount ordered to be transferred for an adequate period of time to conclusively assess compliance with applicable anti-money laundering and counter terrorism financing rules and regulations (including the Money Laundering Act) or embargo or sanctions regulations in order to immediately execute the order upon final clearance following such assessment. In such cases the execution time agreed in the Bank's list of charges and services may be exceeded.

**2. Uncommon Clauses**

For the purpose of Articles 1202 – 1203 of the Romanian Civil Code, the customer expressly agrees and accepts all the provisions herein on limitation of liability, unilateral termination, suspension of the performance of obligations, loss of right or term, limitation of right to challenge, limitation of contractual freedom, silent renewal, governing law and choice of jurisdiction and/or any other uncommon clauses, including but not limited to those in Section 1.3. (*Receipt and revocation of the order*) and Section 1.4. (*Refusal of execution*) herein.

**Annex: List of SEPA member states and territories****States of the European Economic Area (EEA)**

Member States of the European Union: Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France (including French Guiana, Guadeloupe, Martinique, Mayotte, Réunion), Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden.

Other countries: Iceland, Liechtenstein, Norway.

**Other states and territories**

Andorra, Guernsey, Isle of Man, Jersey, Monaco, San Marino, Switzerland, St. Pierre and Miquelon, United Kingdom of Great Britain and Northern Ireland, Vatican City.