

Specific terms and conditions of use for the cards issued by OTP Bank in the Apple Pay app

I. Definitions:

In these Specific Terms and Conditions for cards issued by OTP Bank and used in the Apple Pay app (hereinafter called “Specific conditions”), the terms mentioned below will have the following meaning:

Apple Pay – digital wallet app, offered by the Provider, through which the Holder / User can make Token payments using Apple devices compatible with this app. Additional information on the app and compatible devices can be found on the Provider’s website <https://support.apple.com>. This app is offered to the Holder / User under a separate agreement concluded between him/her and the Provider.

Bank – means OTP BANK ROMANIA S.A., as identified in the General Business Conditions for Natural Persons / General Business Conditions for Legal Persons and Assimilated Categories and with the contractual conditions for issuance of cards specific to each product category / type (debit / credit card).

Eligible Card – active debit card / credit card, of the type mentioned in the list published on the Bank’s website <https://www.otpbank.ro>, as products that can be enrolled in Apple Pay.

Main card – means the electronic payment instrument issued on the Holder’s name.

Specific conditions – this contractual document containing the specific conditions for enrolling and using Eligible Cards in Apple Pay.

Holder – the Card account holder to whom a Main card was issued.

Face ID – facial recognition of the Holder / User possessor of a device with security authentication based on advanced technologies that enable precise face geometry identification. More details on how to use it can be found on the Provider’s website <https://support.apple.com>.

Find My iPhone (FMiP) – app designed to locate iPhone / iPad devices. More details on how to use it can be found on the Provider’s website <https://support.apple.com>.

Provider – Apple Distribution International, headquartered in Hollyhill Industrial Estate, Cork, Ireland.

iCloud – Apple online and software service pack. More details can be found on the Provider’s website <https://support.apple.com>.

NFC – high frequency radio communication standard that enables wireless data exchanges over very short distances, of up to 20 centimeters.

Token – unique series of digits in digital format that ensures secured data substitution for an Eligible Card enrolled by the Holder / User in Apple Pay from an Apple device. The Token can be used through the Apple Pay app to make contactless payments using the NFC technology, or for online payment on the websites and in the apps of vendors that accept card payment by displaying the Apple Pay option. The Token number is different from the number on the front of the Eligible Card enrolled in Apple Pay. The token ensures increased transaction security, avoiding card number storage by vendors.

Touch ID – recognition of the Holder / User as possessor of the device by using a digital fingerprint. More details can be found on the Provider’s website <https://support.apple.com>.

User – means the person for whom the Holder requested and the Bank decided the issuance of an additional Card with access to the Holder’s card account.

II. Application of the Specific Conditions

1. The Specific Conditions regulate particular matters regarding the enrollment of Eligible Cards

in the Apple Pay app and their use to make payments through Apple Pay.

2. For the Eligible Cards, these Specific Conditions are supplemented with the General Business Conditions for Natural Persons / General Business Conditions for Legal Persons and Assimilated Categories and with the contractual conditions for issuance of cards specific to each product category / type (debit / credit card).
3. These Specific Conditions do not regulate the purchase of services / products made by the Holder / User from:
 - a) the provider of the device on which the Apple Pay app is installed;
 - b) the mobile phone network provider;
 - c) vendors that integrate or allow the use of Apple Pay.

Those providers / vendors are third parties in relation to the Bank and regulate by own contractual conditions the provision of service / sale of goods. The Holder / User will be subject to the contractual conditions established by those providers / vendors when contracting services / products from them, when visiting their websites or when providing them with information on him/herself. The Bank is not liable for the legality of delivery / provision of such products / service, or for the security, precision, legality or any other matter regarding the respective products / services offered by such third parties.

The Holder / User is responsible to read and understand the contractual provisions provided by such third parties prior to enrolling or using the Eligible Card through Apple Pay.

4. The Bank is not liable and does not offer any support or assistance for hardware, software or other third party products or services, such as, for instance, the Apple Pay app or the device on which the app is installed. Any questions or problems regarding a product or service offered by the Provider or by a third party will be addressed to the respective provider / third party.
5. The Specific Conditions are notified to the Holder / User as part of the process of enrolling the Eligible card in Apple Pay and can be consulted later on the Bank's website.
6. The Bank may update, modify unilaterally these Specific Conditions without prior notice, by posting them online at <https://www.otpbank.ro>.

III. Enrolling an Eligible Card in Apple Pay

1. The Holder / User is entitled to request the enrollment of the Eligible Card issued in his/her name in Apple Pay and only on the Apple devices validly owned / held by him/her.
2. The Eligible card can be enrolled in the Apple Pay app only from Apple devices with original software compatible with the Apple Pay app, with NFC technology and with the OS indicated by the Provider. The device provider may impose its own limitations or restrictions for the use of Apple Pay.
3. To enroll his/her Eligible Card in Apple Pay, the Holder / User has to fulfill at least the cumulative specific conditions of the Provider for enrollment as Apple Pay user, namely:
 - a) to have an Apple ID account for the services offered by the Provider;
 - b) to be connected to the iCloud service;
 - c) to set one of the screen locking/unlocking methods presented on the Apple website, such as: password, Touch ID or Face ID on his/her Apple device.

The Bank has no responsibility regarding the abovementioned requirements established by the Provider. More details can be found on the Provider's website <https://support.apple.com>.

4. After fulfilling the conditions above, the Holder / User will request the Bank to enroll his/her Eligible Card in the Apple Pay app, by following the steps below:

- a) scan or enter manually in Apple Pay the following details mentioned on his/her Eligible Card: surname and first name, card number, expiry date, CVV code;
- b) accept these Specific Conditions that are displayed for him/her in Apple Pay;
- c) follow, if necessary, the instructions displayed for him/her in Apple Pay. In this respect, in Apple Pay he/she may be requested to follow one of the additional steps below:
 - Enter the unique Apple Pay verification code sent to the telephone number declared by Holder / User in relation with the Bank; or
 - Contact the Bank's Call Center during opening hours in order to provide additional information.
5. The decision regarding the request for enrollment of the Eligible Card in Apple Pay is displayed in Apple Pay.
6. The enrollment of the Eligible Card in Apple Pay requires undergoing an automatic decisional process, based on the following elements provided at the time of requesting the enrollment of the Eligible Card:
 - a) provision of valid and complete information on the card and the identity of the Holder / User;
 - b) eligibility of the card;
 - c) acceptance of these Specific Conditions;
 - d) entering correctly the unique verification code sent by the Bank to validate the capacity of the Holder / User as legitimate possessor of the Apple device. The Bank may decide to accept / reject the request. If the enrollment request is rejected, the Holder / User may contact the Bank's Call Center to obtain information on this situation.
7. The Holder / User can enroll his/her Eligible Card in Apple Pay on more than one Apple device at the same time. For this, he/she has to follow the steps above for each device on which he/she wishes to enroll his/her Eligible Card in Apple Pay, a new Token being generated for each individual device.
8. The Holder / User can enroll more than one Card in Apple Pay at the same time. For this, he/she has to follow the steps above for each type of Eligible Card he/she wishes to enroll in Apple Pay. For each type of Card enrolled, the Bank will generate a new Token.
9. The Bank does not charge any fee to enroll the Eligible Card in Apple Pay.

IV. Using the Token to make payments through Apple Pay

1. Apple Pay allows the Holder / User to use the Token associated to each device on which his/her Eligible Card is enrolled for:
 - a) contactless payments at vendors, when associated with an iPhone or Apple Watch mobile device;
 - b) online transactions, on the websites and in the applications of vendors that accept card payment and have displayed the Apple Pay option.
2. If the Holder / User has enrolled more than one Eligible Card in Apple Pay, then the first Eligible Card enrolled on the device will be selected as default for payments. In this case, before making the payment, the Holder / User is the sole responsible to change in Apple Pay the Token associated with the first Eligible Card enrolled that was selected as default for payment, by selecting another Token on the device.
3. The Holder / User gives his/her consent for making a Token payment as follows:
 - a) for contactless payment, by placing the mobile device on which the Token is installed near the accepting vendor's POS terminal. This action has to be preceded by unlocking the mobile

device using Touch ID, Face ID, the device password or, for the Apple Watch, by double click on the side button of the device;

- b) for online payments, on the websites and in the applications of vendors that accept card payment and have displayed the Apple Pay option, by consenting on website/in app to finish the payment through Apple Pay. Depending on the Apple device thus used, this action has to be preceded by unlocking the mobile device using Touch ID, Face ID, the device password or, for the Apple Watch, by double click on the side button of the device.
4. With Apple Pay, Face ID, Touch ID or the device password are used as methods to check / identify the possessor of the device that can be used instead of the traditional methods such as PIN code, signature on receipt for transactions in stores or 3D Secure password for transactions in applications or online.
5. More details on how to conclude transactions using the Apple Pay app can be found on the Apple Pay provider's support page <https://support.apple.com>.
6. In the Apple Pay app, the Provider will provide the Holder / User with information on the last 10 transactions concluded with the Token associated to the device.
7. As the Token number is different from the number on the front of the Eligible Card enrolled in Apple Pay, if the Holder / User requests a vendor to reimburse / return an amount paid to the vendor using the Token, then the Holder / User has to provide the vendor with the last 4 number digits of the Token used to make that payment through Apple Pay. The information on the last 4 token digits is available in the Apple Pay app.
8. Use of the Token for payment is subject both to these specific provisions, and to the contractual provisions contained in the General Business Conditions for Natural Persons / General Business Conditions for Legal Persons and Assimilated Categories and the contractual conditions for issuance of Cards specific to each product category / type (debit / credit card) signed with the Bank.

V. Token blocking

1. Token blocking can be temporary or permanent. Over the period in which it is blocked, the Token cannot be used to make payments through Apple Pay.
2. A temporarily blocked Token may be unblocked when the cause that resulted in its blocking has ended, and after its unblocking the Token can continue to be used to make payments in Apple Pay. A permanently blocked Token following card blocking cannot be unblocked, this action results in permanent erasure of the Token from Apple Pay.
3. The Holder / User can:
 - a) block the Token temporarily and later unblock it, either through the Provider's Find My iPhone app, or by contacting the Bank's Call Center.
 - b) to block the Token permanently by: (i) using Apple Pay, directly from the app or from the Provider's iCloud app; (ii) contacting the Bank's Call Center.
4. The Bank will block the Token permanently in the following events:
 - a) the enrolled Eligible Card was declared lost/stolen and was permanently blocked;
 - b) in all other cases where the Bank blocks an enrolled Eligible Card in accordance with the contractual conditions applicable thereto.

For the case in a) above, the Holder / User can request the Bank to issue a new Eligible Card which he/she can then enroll in Apple Pay by following the steps mentioned in section III above.

5. Upon expiry of the validity term inscribed on the face of the Eligible Card enrolled in Apple

Pay, the associated Token may be used only upon activation of the renewed Eligible Card.

6. The Provider may block the Token permanently for reasons such as: the Holder / User disconnects him/herself from the iCloud service or resets the device on which the Token is installed or removes the device locking method to which the Token is associated, or for any other reasons considered justified by the Provider, the Bank not being liable for the occurrence of such malfunctions.

VI. Obligations of the Holder / User and responsibility of the parties

1. The Holder / User has to enroll his/her Eligible Card in Apple Pay only from devices legally owned by him/her and that only he/she uses. After enrolling the Eligible Card, the Holder / User will secure the device with the same care employed in safekeeping the Eligible Card, in accordance with the provisions of the contract concluded with the Bank, to avoid unauthorized use of the Token.
2. The Holder / User has the obligation to inform the Bank when the enrolled Eligible Card and/or the device on which it was enrolled was lost/stolen or used without his/her consent and to block the Token associated thereto by one of the options in chapter V. To the contrary, the Bank will not be held liable for payments made with the Token before the Bank is informed on the occurrence of one of the events listed above.
3. The Holder / User has the obligation to keep safety his/her authentication data for Apple Pay and/or for his/her Apple ID account and/or for his/her device. The Bank is not liable for Token payments made by other persons either with the consent of the Holder / User, or as a result of noncompliance by the Holder / User with his/her obligations.
4. The Holder / User has the obligation to keep the Eligible Card away from the device on which it is enrolled in Apple Pay.
5. The Holder / User has the obligation to monitor the transactions concluded with the Token and to inform the Bank immediately by contacting the Bank's Call Center on any inconsistency or irregularity identified in relation thereto.
6. The Holder / User has the obligation to block permanently the Token associated with a card, when he/she stops using the respective device on which the Token is enrolled.
7. The Holder / User has the obligation to block permanently the Token when he/she decides to deactivate the security methods against unauthorized device use. The Bank does not own / control such security methods and is not liable for losses caused as a result of their deactivation by the Holder / User or for the way in which Apple Pay or the device provides use such security methods.
8. To clarify the matters regarding Token payments, the Holder / User may address the accepting vendor and/or the Bank, as applicable.
9. Token access and usage depend on Apple Pay and/or on the network of the Internet provider of the Holder / User. The Bank does not own / control the operations of such providers and will not be liable for any situation related with the services provided by them that interrupts or prevents the use of the Token for payments.

VII. Personal data processing

In order to enroll and use the Eligible Cards in Apple Pay, OTP Bank Romania processes personal data obtained from the business relation with the Holder and/or User as part of performing the contract concluded with OTP Bank Romania.

In addition, the enrollment and use of Eligible Cards in Apple Pay requires successfully undergoing the automatic decisional process described in these Specific Conditions, section III "Enrolling an

Eligible Card in Apple Pay”. Due to the personal data processing conducted in this context, the Holder and/or the User may, by contacting the Bank’s Call Center, request and obtain additional details, express his/her point of view, challenge the decision and request human intervention to reanalyze the resolution received after the automated decisional process.

The Bank observes the privacy of the personal data processed and undertakes to protect it in strict compliance with the applicable legal provisions. In this respect, the Bank is a personal data processor, in accordance with the law, and processes personal data in accordance with Regulation (EU) 2016/679 and with the other applicable legal provisions on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, in order to enroll / use the cards issued by OTP Bank Romania SA in the Apple Pay app. In addition, the Bank may perform checks, may request and obtain information from any competent institution, public register, archive, electronic database or certified third party, holder of such information, according to their legal competences. The information on personal data processing and protection by OTP Bank Romania S.A. (purposes, data recipients, rights of the data subject according to the law: the right to be informed, to have access to the data, the right to data correction or erasure (“the right to be forgotten”) or to restrict processing or oppose processing, and the right to data portability, the right to lodge a complaint with the Supervisory Authority, the right not to be subject to a decision based solely on automated processing, including the creation of profiles and the right to withdraw the consent at any time, without being affected in any way, etc.) can be found in the Personal data protection notification, document provided to the contractual party/parties by the Bank as documentation related to the product selected from the Bank’s offer.

In addition, information regarding personal data processing and protection by OTP Bank Romania S.A., in general, are available on the Bank’s webpage www.otpbank.ro, Privacy section.