

**PRELIMINARY INFORMATION AND GENERAL TERMS AND CONDITIONS APPLICABLE TO PAYMENT TRANSACTIONS<sup>1</sup>**  
**("Terms and Conditions")**

**ONE.- About RIA**

Ria Payment Institution E.P., S.A (hereinafter, RIA), with registration number (CIF) A- 80696792 and head office located at Calle Cantabria 2, 28108, Alcobendas, Madrid (Spain) is authorised by the Ministry of Economy and Treasury of Spain as a Payment Institution since 28 July 2011 and has notified its intention to provide payment services in Romania through its payment services agents. RIA holds license number 6842 with Bank of Spain (RIA's license details can be accessed at [www.bde.es](http://www.bde.es)) and has notified to the National Bank of Romania its intention to provide services in Romania. RIA may be contacted by post at its head office address indicated herein, by phone (+34 91 7613760) or by email at [TitularServicioCliente@riafinancial.com](mailto:TitularServicioCliente@riafinancial.com).

The purpose of these General Terms and Conditions is to establish the rights and essential obligations between RIA and its customers in the provision of payment services regulated in the European Union according to Law no. 209/2019 on Payment Services (hereinafter "Payment Services Law"), to allow the execution of Payment Transactions by signing, where appropriate, the respective individual contracts establishing the specific conditions applicable to the specific payment service in question (hereinafter, the "Individual Payment Orders").

**These Terms and Conditions apply exclusively to individuals using RIA's money remittance service for purposes unrelated to an economic, commercial or professional activity.**

**TWO.- Definitions**

The following terms used throughout these Terms and Conditions shall have the meaning and scope indicated below:

"Beneficiary" means a person intended to receive funds from a Sender;

"Business Day" means a day on which the relevant payment service provider of the Sender or the payment service provider of the Beneficiary involved in the execution of a Payment Transaction is open for business as required for the execution of a Payment Transaction;

"Customer" means, when acting RIA as the payment service provider and in the context of a "consumer", a Sender, a Beneficiary or both who, acts for purposes unrelated to his economic, commercial or professional activity;

"Money Remittance" means a payment service that allows funds to be received from a Sender without creating a payment account in the name of the Sender or the Beneficiary, for the sole purpose of transferring an equivalent amount to a Beneficiary or to another payment service provider that acts in the name and on behalf of the Beneficiary, including in cases where funds are received in the name and on behalf of the Beneficiary and are made available to him/her;

"Payment Transaction" means an action, initiated by the Sender or by the Beneficiary, as the case may be, for the purpose of placing, transferring or withdrawing funds, irrespective of any underlying obligations between the two; and

"Sender" means a person who gives a Payment Transaction instruction for the payment of funds to a Beneficiary.

**THREE.- Scope of application**

These General Terms and Conditions apply to the following payment services that are provided in the territory of Romania:

- Money Remittance.

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<sup>1</sup>Maximum fee rates applicable to the additional services can be found at the end of these Terms and Conditions

#### **FOUR.- Actions of the Customers**

When contracting any product or service associated with Payment Transactions, the Customer shall be considered a “consumer” as provided by applicable regulations.

#### **FIVE.- Information obligations prior to the issuance of a Payment Transaction**

The Sender and Beneficiary must provide to RIA the information and documentation determined by RIA from time to time, that may include without limitation the following:

Full name, surnames, valid and in force identification number (residence card, ID card, passport or valid and in force identification document of the country of origin that includes photograph and signature), nationality, profession, date and place of birth, valid postal address, telephone, IBAN number for bank account deposits (if service available through RIA) and purpose for which the Payment Transaction is made.

The Sender undertakes to verify the accuracy and integrity of the data relating to the Payment Transactions it orders RIA to perform the execution of any of the payment services described in Section Three of these Terms and Conditions, especially as regards the identification details of the Beneficiary and the economic terms of the Individual Payment Order, an order that will have a unique number for future tracking. Such Individual Payment Order together with these Terms and Conditions form, for the purposes of the Payment Services Law and relevant local legislation, the individual contract that will govern that Payment Transaction.

When a Payment Transaction is executed in accordance with the instructions received from the Sender and recorded in the Individual Payment Order, it will be considered to have been correctly executed in relation to the specified Beneficiary. Therefore, should any of the data provided by the Sender be incorrect for reasons attributable to the Sender, RIA will not be responsible for the non-execution or defective execution of the Payment Transaction. For clarification purposes, the Sender shall not be responsible for any incorrect data originated because of RIA’s fault.

In accordance with applicable laws and regulations, for each Payment Transaction RIA may request a valid identification document and store copies of such identification documents of the Customers in optical, magnetic or electronic format to guarantee their integrity, the correct reading of the data, the impossibility of their manipulation and their adequate conservation and localisation.

RIA may request at any time for the amount of the Payment Transaction to be credited into a bank account held by RIA.

Furthermore, enhanced due diligence measures for the identification and better knowledge of the Customers will be adopted in accordance with local law requirements but also if the amount of a Payment Transaction, either individually or accumulated for a certain period exceeds that other amount to be determined by RIA from time to time in accordance with its compliance procedures in line with applicable laws.

#### **SIX.- Expenses and applicable fees**

For RIA’s provision of payment services, including Money Remittance, the Customer, whether acting as Sender or as a Beneficiary, must pay RIA the expenses and commissions applicable to the Payment Transaction in question in accordance with the settlement that is carried out in the Individual Payment Order.

The Beneficiary of a Payment Transaction will be paid the full amount recorded in the Individual Payment Order delivered to the Sender, it being understood that the Beneficiary agrees when RIA acting as its payment service provider for RIA to deduct its expenses from the amount transferred before paying it.

If the payment service provider of the Sender or Beneficiary is different from RIA, such payment service provider may charge fees and taxes associated with the Payment Transaction.

In the event that three (3) months have elapsed since the receipt of funds for a Payment Transaction without being such Payment Transaction paid to the Beneficiary and the respective funds returned to the Sender for reasons out of RIA’s control,

RIA may charge a monthly fee against such funds for the purpose of compensating RIA for those reasonable costs incurred by RIA in connection with RIA's efforts to reimburse the Sender the outstanding funds and RIA's management of the funds while in its possession. The maximum fees applicable by RIA for those costs incurred by RIA as provided herein are set out in the fees table at the end of these Terms and Conditions.

Information regarding the Terms and Conditions for RIA's provision of payment services, including Money Remittance, is provided free of charge to the Customer. However, RIA may pass on to the respective Customer those reasonable expenses incurred by RIA for the revocation of Payment Transactions and those that arise from the recovery of funds for Payment Transactions where the Customer provided an incorrect unique identifier. For clarification purposes, the Customer shall not be responsible for any incorrect data originated because of RIA's fault.

The exchange rates applicable, as the case may be, to the currency conversion implicit in the Individual Payment Order will be made available to Customers along with the commissions applicable to the Payment Transaction from time to time and will be accepted by the Customer with the signature of each Individual Payment Order.

## **SEVEN.- Consent, irrevocability and cancellation of Payment Transactions.**

### **Consent:**

The consent of the Sender to the execution of a Payment Transaction is provided by signing the corresponding Individual Payment Order.

RIA is not responsible for the loss or misuse by the Customer of the document evidencing the Individual Payment Order as provided by RIA.

### **Irrevocability:**

The Sender may not revoke a Payment Transaction order after receipt by RIA of the respective Individual Payment Order signed by the Sender.

### **Cancellation of Payment Transactions:**

The Sender may withdraw consent at any time prior to the time of irrevocability indicated above. RIA may charge expenses proportional to those reasonable costs incurred by RIA for the revocation of the Sender's consent as agreed with the Sender for any Individual Payment Order.

Payment Transactions may not be executed if the Sender was unable or refused to provide the required information and/or documentation necessary for the execution of a Payment Transaction or when failing RIA to execute a Payment Transaction was necessary to comply with RIA's internal control procedures or with applicable laws and regulations.

If a Sender wishes to cancel a Payment Transaction in person, only after verifying that the Payment Transaction has not been paid at the destination country to a Beneficiary, RIA shall proceed with the cancellation.

If a Payment Transaction is cancelled, RIA will reimburse the funds to the Sender through the agent, its own RIA store/s (if any) or through a deposit into the Sender's bank account as agreed with RIA.

## **EIGHT.- Execution of payment transactions**

### **8.1. Receiving Payment Transactions**

The time of receipt of a Payment Transaction is the date at which the Individual Payment Order and the corresponding funds are received by RIA. If the time of receipt is not a Business Day for RIA, the Payment Transaction will be deemed to have been received the following Business Day.

RIA reserves the right to refuse the execution of a Payment Transaction if, prior to the execution of a Payment Transaction, the

Sender does not provide RIA with all funds, including when the Sender initiates the Payment Transaction by means of a payment card or in the event of suspected or actual fraud or security threats. In the event that RIA rejects the execution of a Payment Transaction, it will notify the Sender of said refusal and, if possible, the reasons for it, as well as the procedure to rectify possible errors that led to such refusal, unless any applicable law or regulation prohibits such notification.

Payment Transactions rejected will not be considered as received for the purposes of Section 8.2, below.

## **8.2. Term of execution and value date**

**a) Scope of application.**- it is expressly agreed that the provisions regarding the execution period and value date will only be applied to Payment Transactions made (i) in euro or (ii) Payment Transactions involving only one currency conversion between the euro and the currency of a member State of the European Economic Area ("EEA") outside the euro area, provided that the required currency conversion is carried out in the member State outside the euro area concerned and, in the case of cross-border payment transactions, the cross-border transfer takes place in euro.

**b) Payment Transactions in which the Customer is the Sender.** In relation to Payment Transactions in which the Customer acts as Sender, RIA will ensure that the amount of the Payment Transaction is paid into the account of the Beneficiary's payment service provider, at the latest, at the end of the Business Day following the time of receipt of the Payment Transaction order. If the time of receipt is not a Business Day, the Payment Transaction will be deemed to have been received during the following Business Day. These terms will be extended by one Business Day in the case of Payment Transactions processed on paper.

**c) Payment Transactions in which the Customer is the Beneficiary.** In the case of Payment Transactions in which the Customer is the Beneficiary, RIA will make available the funds of the Payment Transaction no later than the Business Day on which the funds of the Sender's payment service provider have been received.

Payment Transactions involving a payment service provider located outside the EEA or executed in a currency other than a currency of a member State of the EEA are not subject to the above provisions regarding execution date and value date unless otherwise provided herein. In these cases, the execution deadlines will depend on the Beneficiary's payment service provider, with RIA undertaking to perform the transaction (only as the Sender's payment service provider) within a maximum period of three Business Days from the Business Day following the receipt of the Payment Transaction order.

## **8.3. Safeguarding measures**

In the event that funds received from Senders or received through another payment service provider to be paid to the Beneficiary are in RIA's possession at the end of the Business Day following the day they were received, they will be deposited in a separate account in a credit institution or will be invested in secure, liquid and low risk assets as established by applicable laws and regulations.

## **NINE.- Payment Transactions involving currency conversion and currency exchange services**

RIA will make available to its Senders the currency exchange rates applicable to Payment Transactions. In any event, the exchange rates shall be communicated to Senders prior to the Sender's acceptance to issue a Payment Transaction order and will be included in the Individual Payment Order that includes the settlement thereof.

Payment of the amount to the Beneficiary of the Payment Transaction ordered by the Sender will be made in the currency and through the payment method available through RIA (for example in cash or by crediting the Beneficiary's bank account) as agreed between RIA and the Sender. If the Beneficiary agrees with its service provider to convert the payout amount into a different currency or change the payment method, such transaction shall be separate and apart from the Payment Transaction sent by RIA, and solely between the Beneficiary and its service provider.

RIA reserves the right to reject any Payment Transactions that, in accordance with its internal regulatory controls, requires additional verifications and prevents the immediate execution thereof.

## **TEN.- Payment Transactions not authorised or executed improperly**

If the Customer becomes aware that an unauthorised or improperly executed Payment Transaction has taken place, it must communicate this fact without undue delay to RIA in order to proceed with the correction to RIA's Customer Service (contact details set out below in Section 13). The Customer may be required to provide information pertaining to the Payment Transaction and/or any other information determined by RIA for identification purposes.

Except in those cases in which RIA has not provided or made available to the Customer the information corresponding to the Payment Transaction, the communication referred to in the preceding section must occur within a maximum period of thirteen (13) months from RIA's date of receipt or payment to the Beneficiary, as the case may be, of the amount of the Payment Transaction.

When acting RIA as payment service provider of the Sender:

- In case of an unauthorised Payment Transaction, RIA will immediately refund to the Sender the amount of the unauthorised Payment Transaction and in any event no later than by the end of the following Business Day, after noting or being notified of the transaction, except where RIA has reasonable grounds for suspecting fraud and communicates those grounds to the relevant national authority in writing.
- In case of a defective execution of the Payment Transaction for which RIA is liable, RIA will immediately refund to the Sender the amount of the defective Payment Transaction.

When RIA is acting as the payment service provider of the Beneficiary and in case of a defective execution of the Payment Transaction for which RIA is liable, RIA will immediately place the amount of the defective Payment Transaction at the Beneficiary disposal.

## **ELEVEN.- Data Protection**

For purposes of this Article, "Data Controller", "Personal Data", "Processing" and "Data Subject" shall have the meanings ascribed to them in the EU General Data Protection Regulation (GDPR) (2016/679) and in the data protection laws and requirements that apply to the parties in the different EU member states in relation to these Terms and Conditions ("Applicable Data Protection Laws").

RIA acts as Data Controller in respect of the Personal Data that it processes in the context of the services provided under these Terms and Conditions.

For information on how RIA may Process Customer's Personal Data, the types of Personal Data RIA may collect, how RIA uses, shares and protects these Personal Data, Customer's data protection rights, and how to contact RIA about its privacy practices, please check out our Privacy Notice at <https://dc.riafinancial.com/posta-romana>.

Customer acknowledges and agrees that its Personal Data shall be disclosed, transferred to, or stored by RIA, its group companies or third parties if such disclosure, transfer or storage is reasonably necessary or desirable for purposes of entering into or performing obligations under these Terms and Conditions. Customer's Personal Data may be transferred outside of the European Economic Area to countries where the laws may not offer the same level of data protection as the country in which the Personal Data were initially collected. In that case, RIA implements required mechanisms to ensure that the transferred Personal Data receive adequate levels of protection in accordance with applicable law. For a complete list of the countries where your information are transferred and for more information about the safeguards in place (including to obtain a copy of them), please contact our Data Protection Officer at [DPO@euronetworldwide.com](mailto:DPO@euronetworldwide.com).

Notwithstanding any of the foregoing, RIA shall keep confidential all information relating to the Payment Transactions and other operations of Customers without such information being disclosed to third parties unless otherwise being necessary to perform the payment services established in Section 3, above, or should applicable laws and regulations allow to disclose any such information to third parties, including without limitation governmental agencies or within the framework of compliance with obligations established in laws for the prevention of money laundering and terrorism financing. This provision shall apply

without prejudice to the provisions set out in applicable personal data protection regulations.

#### **TWELVE.- Applicable legislation and language**

These Terms and Conditions and the corresponding Individual Payment Orders are governed by Romanian law. The potential disputes will be solved in an amiable manner or, if this will not be possible, by the competent courts.

The language applicable to the contractual relationship between RIA and the Customer is Romanian.

#### **THIRTEEN – Customer Service & Complaints procedure**

For any questions or concerns about a Payment Transaction executed with RIA or these Terms and Conditions, you may contact RIA's Customer Service at:

##### **RIA CUSTOMER SERVICE:**

C/ Cantabria 2  
28108, Madrid  
Spain  
Tel: 0040312295480  
E-mail: [globalagentemeasa@riafinanciam.com](mailto:globalagentemeasa@riafinanciam.com)

##### **RIA's agent contact details**

Compania Nationala Posta Romana S.A.  
Address: Bucuresti, Sector 2, B-dul Dacia, nr. 140, parter, et 3-11  
Tel: 0040213182177  
Fax: 0040213182130  
Trade Registry registration number: 427410  
Sole registration number and VAT number: RO427410  
E-mail: [dsfria@postaromana.ro](mailto:dsfria@postaromana.ro)

Customers must submit their complaints for addressing any dispute, in writing (i) in person at any of the offices of RIA PAYMENT INSTITUTION, E.P., S.A.; (ii) by post to the attention of the Customer Service Representative of RIA PAYMENT INSTITUTION, E.P., S.A.U., Calle Cantabria 2, 28108, Alcobendas, Madrid (Spain); or (iii) by e-mail to [TitularServicioCliente@riafinanciam.com](mailto:TitularServicioCliente@riafinanciam.com).

The Customer Service Department will reply to the complaints submitted by Customers within a maximum period of fifteen (15) Business Days from receipt of the complaint, unless for exceptional circumstances (to be notified by RIA to the Customer within such period) the deadline of the final reply needs to be extended to a maximum of thirty (30) days from the date of receipt of the complaint.

In the event that the complaint filed with the Customer Service Representative of RIA was rejected or the above mentioned period to reply has elapsed without the aforementioned Customer Service Department having answered, the Customer may submit its claim to:

- (i) Banco de España (Site: [www.bde.es](http://www.bde.es))

By post at:

Banco de España  
Departamento de Conducta de Mercado y Reclamaciones  
C/ Alcalá 48, 28014 Madrid, Spain  
Tel.: (+34) 900 54 54 54 / (+34) 91 338 8830

For the protection of their rights the Consumers natural persons can contact the Romanian National Authority for Consumers Protection and the Consumer Protection Commissaries.

Contact details:

<http://anpc.gov.ro/>

CONSUMER'S PHONE NUMBER – 0040219551

Consumer Protection Commissaries

<https://anpc.ro/articol/589/comisari-anpc-1>

For Bucharest

Consumer Protection Commissary of Bucharest Municipality

Address: Bucharest, Str. Transilvaniei no. 2, sector 1, code 010798

Tel.: 004021/310.63.75 or 004021/9660

Facsimile: 004021/310.63.80

E-mail: [reclamatii.bucuresti@opc.ro](mailto:reclamatii.bucuresti@opc.ro)

#### MAXIMUM FEES

The current fees of Ria Payment Institution E.P., S.A.U. (hereinafter, RIA) are not subject to any type of review by the Bank of Spain, are the MAXIMUM and apply to all Customers, both consumers and non-consumers, with RIA reserving the right to apply lower fees to its Customers for any of the items outlined.

#### 1.- ADDITIONAL SERVICES

Additional Services	FEES
Cancellation, modification or return of money remittances (Note 1)	The reasonable expenses that arise for RIA will be passed on to the respective Customer
Money Remittances with insufficient or incorrect data (Note 2)	The reasonable expenses that arise for RIA will be passed on to the respective Customer
Balance management (Note 3)	€ 3.00/month (inclusive of VAT, if applicable)

#### Note 1. Cancellation, modification or return of Money Remittances.

RIA will take the necessary steps to execute a Payment Transaction order issued by the Sender in order to cancel, modify or attempt to withdraw a Payment Transaction order.

If the actions carried out involve expenses charged by third parties, such expenses being reasonable, these will be passed on to the respective Customer even if said actions were unsuccessful for reasons not attributable to RIA.

#### Note 2. Payment Transactions with incomplete or incorrect data.

The omission of any of the data necessary for executing a Payment Transaction will not entail charging an additional fee to the respective Customer thereof, although RIA will pass on to the respective Customer those reasonable costs incurred by RIA for any steps taken (despite being unsuccessful for reasons not attributable to RIA) to (i) obtain the details necessary

to execute the Payment Transaction as established in Section 8.2, above, or (ii) recover the funds from third parties when the Payment Transaction has been executed but not paid to the Beneficiary for incorrect or incomplete data or (iii) return the funds to the Sender for a Payment Transaction that has not been executed due to incorrect or incomplete data.

Note 3. Balance management.

In the event that funds received from Senders are in RIA's possession at the end of the Business Day following the day in which received, such funds will be deposited in a separate account in a credit institution or will be invested in safe, liquid and low risk assets as established by applicable laws and regulations. After a period of three (3) months from the receipt of funds without the Payment Transaction being paid to the Beneficiary and the funds being returned to the Sender for reasons out of RIA's control, RIA may charge a monthly fee against such funds for the purpose of compensating RIA for those reasonable costs incurred by RIA in connection with RIA's efforts to reimburse the Sender the outstanding funds and RIA's management of the funds while in its possession.