

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

**1.- About RIA**

Ria Payment Institution E.P., S.A.U. (hereinafter, "RIA" "we" or "us"), 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 is authorised to provide payment services in Romania through its payment services agents whose details are included in the receipts. 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 or by phone (+40312295480).

The purpose of these 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 of November 8, 2019 regarding payment services and for the modification of some normative acts (hereinafter "Payment Services Law"), to allow the execution of Payment Transactions for instructions received by RIA from the Sender for execution (hereinafter, the "Individual Payment Orders"), by signing, where appropriate, the respective individual contracts establishing the specific conditions applicable to the specific payment service in question.

**These Terms and Conditions apply exclusively to individuals using RIA's money remittance service for purposes unrelated to a gainful or professional activity.**

**BY ACCEPTING THESE TERMS AND CONDITIONS, YOU ARE AGREEING TO BE BOUND BY THESE TERMS AND CONDITIONS. DO NOT USE ANY OF OUR SERVICES IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS ARE A LEGALLY BINDING AGREEMENT AND IT IS IMPORTANT THAT YOU TAKE THE TIME TO READ THEM CAREFULLY.**

**2.- Definitions**

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

"Applicable Data Protection Laws" means the regulation referred in first paragraph of Section 11;

"Beneficiary" means a person intended to receive funds from a Sender, who is a natural person and acceptable to us and who receives the money transfer via a designated Paying Provider, by bank transfer to the bank account of such designated individual or via our home delivery service (where applicable);

"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 RIA is acting 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 gainful or professional activity;

"Day of Receipt" means the day in which the Individual Payment Order is deemed to have been received as referred in Section 8.1., first paragraph, below;

"EEA" means the European Economic Area;

"Effective Date" shall have the meaning given to it in third paragraph of Section 3 of these Terms and Conditions;

"Funds" means (i) in the context of receiving money from the Sender, the amount received by RIA including any applicable fees and costs for a Payment Transaction; and (ii) in the context of making money available to the Beneficiary, the funds received from the Sender to be paid out to the Beneficiary less any applicable fees and costs;

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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.

“IBAN” shall refer to the International Bank Account Number as defined in Section 5, paragraph (iv) below;

“Individual Payment Orders” shall have the meaning given to it in second paragraph of Section 1 above;

“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 on behalf of the Beneficiary;

“Paying Provider” means us, an individual or a legal entity acting as a third-party provider of payment services or an agent acting on our behalf who pays out a Payment Transaction initiated by the Sender to a Beneficiary in the destination country identified by the Sender;

“Payment Services Act” shall have the meaning given to it in second paragraph of Section 1 above;

“Payment Transaction” means an action, initiated by the Sender or by the Beneficiary, as the case may be, consisting of placing, transferring or withdrawing Funds, irrespective of any underlying obligations between the two;

“RIA”, “we” or “us” means the term referred to in first paragraph of Section 1 above;

“Sender” means a person who gives an Individual Payment Order for the payment of Funds to a Beneficiary;

“Staged Sending Service” means the service at Customers’ disposal as further explained in Section 8.5 below;

“Terms and Conditions” means the set of rules established in this document and any other documents annexed or incorporated by reference; and

“Transaction Details” shall have the meaning given to it in fifth paragraph of Section 8.1 of these Terms and Conditions.

### **3.- Scope of application and Changes**

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

- Money Remittance.

We may amend these Terms and Conditions from time to time in order to comply with changes in the law or regulatory requirements or due to changes in market conditions.

If we make any change to these Terms and Conditions, we will do so by email and/or by placing the revised version of these Terms and Conditions on the same website in which they are hosted. We will also inform you of the date from which any change is to take effect (the “Effective Date”).

Changes that we make to these Terms and Conditions will normally only apply to Individual Payment Orders placed after the Effective Date but will also apply to Individual Payment Orders placed before the Effective Date where we are required to make them do so by law or regulatory requirements. In any event, and for the avoidance of doubt, the updated version of these Terms and Conditions shall supersede any previous version.

### **4.- 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.

Our obligations under these Terms and Conditions are conditional upon our acceptance of you as a Customer, which is at our sole discretion and we reserve the right to decline to provide the payment services to you without specifying a reason. You must promptly provide all information and documentation which we may request from you at any time to enable us to comply with any legal requirements relating to the payment services, including as required by anti-money laundering and

anti-terrorist financing regulations, and you consent to us contacting you for these purposes.

#### **5.- Information obligations prior to the execution of a Payment Transaction**

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

- (i) Full name – first, middle and surnames, valid identity document (valid residence card, identity card, passport or ID issued by the authorities of the country of origin that includes the photograph and signature of the holder), nationality, citizenship, profession, date and place of birth, residence or domicile address, classification as a publicly exposed person or as a family member of a publicly exposed person or as a person known to be a close associate of a publicly exposed person, telephone number and purpose for which the Money Transfer is carried out;
- (ii) destination country of the Payment Transaction;
- (iii) amount and currency of the Payment Transaction;
- (iv) in case of a Payment Transaction to a Beneficiary's bank account, the International Bank Account Number ("IBAN") when such bank account has an IBAN code, or the bank account number as corresponds in each case.
- (v) Depending on the destination country:
  - o Type of relationship with the Beneficiary;
  - o Proof of Funds and its source;
  - o Transfer reason; and/or
  - o Any other information that we might request for a transfer to that specific country from time to time; and
- (vi) Any other information or documentation evidencing such information on the Sender and/or the Beneficiary that we may request from time to time.

RIA may require Sender and Beneficiary additional information as it may be deemed necessary from time to time at its sole discretion for the correct performance of the Money Remittance or compliance with applicable laws and regulations.

The Sender undertakes to verify the accuracy and integrity of the data relating to the Payment Transactions when it orders RIA to perform Money Remittance services described in Section 3 of these Terms and Conditions, especially as regards the identification details of the Beneficiary and the economic terms of the receipt for an Individual Payment Order that will have a unique number for future tracking. Such Individual Payment Order, together with the receipt and these Terms and Conditions, forms, for the purposes of the Payment Services Law and other relevant local legislation, the individual contract that will govern that Payment Transaction.

When a Payment Transaction is executed in accordance with an 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.

If a Payment Transaction is executed in accordance with the unique identifier of the Beneficiary, it shall be deemed to have been executed correctly with regard to the Beneficiary specified by that unique identifier (even if the Customer provides information in addition to the unique identifier). If the unique identifier provided to RIA is incorrect, the payment service provider shall not be liable for non-execution or defective execution of the Payment Transaction. RIA shall make reasonable efforts to recover the Funds involved in the Payment Transaction executed in accordance with an incorrect unique identifier provided by the Customer.

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, as well as if the amount of a Payment Transaction, either individually or accumulated over 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.

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

For RIA's provision of the Money Remittance service, the Customer must pay RIA the expenses and commissions applicable to the Payment Transaction in question to be reflected in the receipt for each Individual Payment Order.

The Beneficiary of a Payment Transaction will be paid the full amount recorded for each Individual Payment Order issued to the Sender, it being understood that the Beneficiary agrees, when RIA is 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 an Individual Payment Order without the Payment Transaction associated with such Individual Payment Order being paid to the Beneficiary and without the respective 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. 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 Money Remittance services 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 an Individual Payment Order and those that arise from the recovery of Funds for such Individual Payment Order where the Customer provided an incorrect unique identifier or in other cases specified in the Terms and Conditions. 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 execution of a Payment Transaction 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.

## **7.- Consent, irrevocability and cancellation of Individual Payment Orders.**

### **Consent:**

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

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

### **Irrevocability:**

The Sender may not revoke an Individual Payment Order after received and/or executed by RIA.

### **Cancellation of Individual Payment Orders:**

The Sender may withdraw consent at any time prior to the time of irrevocability indicated above. After that, the Sender may only withdraw its consent or cancel the Individual Payment Order with RIA's consent. RIA may charge expenses proportional to those reasonable costs incurred by RIA for the revocation of the Sender's consent or the cancellation.

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 RIA failing 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 an Individual Payment Order it must do so in person. RIA shall proceed with the cancellation whenever possible and only after verifying that the Payment Transaction has not been paid at the destination country to a Beneficiary.

If an Individual Payment Order 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. Reasonable expenses relating to cancellation that arise for RIA will be charged to the Sender.

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

### **8.1. Receiving Individual Payment Orders**

The time of receipt of an Individual Payment Order is the moment at which the Individual Payment Order and the corresponding Funds are received by RIA. If RIA receives an Individual Payment Order together with the Funds to be transferred including the fees and costs associated with the Payment Transaction by 3.00pm (GMT+1) on a Business Day, the Individual Payment Order will be deemed to have been received by us on that Business Day ("Day of Receipt"). If an Individual Payment Order is received by us after 3.00pm (GMT+1) on a Business Day, the Individual Payment Order will be deemed to have been received on the Business Day immediately following receipt of the Individual Payment Order. If the time of receipt of the Individual Payment Order is not a Business Day for RIA, the Individual Payment Order will be deemed to have been received the following Business Day.

**Notwithstanding the foregoing, RIA will endeavour to execute a Payment Transaction for an Individual Payment Order immediately after delivered by the Sender, in which case, the time of receipt mentioned herein shall be replaced with such other time of sooner execution making irrevocable the Individual Payment Order in accordance with Section 7 above.**

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.

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

For each Individual Payment Order we will provide the Sender with the following information under a receipt, whether in paper or in electronic format:

- (i) a reference number enabling the Sender to identify the Payment Transaction and the Beneficiary;
  - (ii) a PIN code number unique for each Payment Transaction;
  - (iii) the amount of the Payment Transaction stated in the currency used in the Individual Payment Order;
  - (iv) confirmation of any Customer fees and/or costs related to the Payment Transaction that the Sender must pay to us;
  - (v) the exchange rate used by us to execute the Payment Transaction and the amount of the Payment Transaction after this currency conversion (if a Payment Transaction involves currency exchange); and
  - (vi) the date we received the Individual Payment Order.
- (together the "Transaction Details").

### **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 ordered (i) in euro, (ii) in Romanian leu (RON) within Romania, or (iii) Payment Transactions involving only one currency conversion between the euro and the currency of a member State of the 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 Individual Payment Order. These terms will be extended by one Business Day in the case of Individual Payment Orders 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.

For a Payment Transaction (i) to a state outside EEA not to be paid out in Euro or (ii) subject to a conversion into a currency different to the currency of a EEA Member state, the Funds will be made available to the Paying Provider of the Beneficiary at the latest by the end of the fourth Business Day from the Day of Receipt.

### **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.

### **8.4. Paying out an Individual Payment Order**

Through our Paying Providers we will payout to the Beneficiary the Funds of a Payment Transaction per our compliance procedures and payment methods available in each destination country. For such payment method consisting in banknotes, the Beneficiary must go to a designated Paying Provider in the destination country to receive the Payment Transaction amount upon exhibition, to the Paying Provider's satisfaction, of the Transaction Details and a valid identification document in the destination country. The acceptable forms of evidence of identity differ depending on the country in which the Funds are to be collected. Our Paying Provider will be entitled to withhold payment when our compliance procedures to proceed with payment are not fully complied with.

WHEN ACTING AS THE SENDER, YOU MUST NOT GIVE ANY OF THE TRANSACTION DETAILS (REDACTED OR OTHERWISE) TO ANYONE OTHER THAN YOUR CHOSEN BENEFICIARY. YOU MUST ALSO DO ALL YOU REASONABLY CAN TO ENSURE THAT NO ONE, OTHER THAN YOUR CHOSEN BENEFICIARY, CAN OBTAIN THE TRANSACTION DETAILS OR ANY PART OF THEM. IF YOU DIRECTLY OR INDIRECTLY DISCLOSE ANY TRANSACTION DETAILS TO ANYONE OTHER THAN YOUR CHOSEN BENEFICIARY, WE WILL NOT BE LIABLE IF WE PAY THE FUNDS TO SOMEONE OTHER THAN THE BENEFICIARY, WHO GIVES THE PAYING PROVIDER THE TRANSACTION DETAILS AND, WHAT THE PAYING PROVIDER BELIEVES TO BE VALID EVIDENCE OF IDENTIFICATION.

### **8.5. Staged Sending Service**

RIA makes the Staged Sending Service available to those Senders who wish to use that service. By means of this service, Senders can use the RIA Application (available for iOS and Android) to execute Payment Transactions in which the transaction is configured and subsequently, once the Payment Transaction is configured, is paid via cash or credit card on the same business day to an RIA agent who has available the Staged Sending Service.

In order to use the Staged Sending Service, Senders must, after downloading the RIA application, proceed to be registered in the application by providing the personal information required by RIA at any given moment. Said information may contain, among others, the Sender's name and surnames, email address, the Sender's nationality, date of birth, profession, recommendation code or telephone number. Furthermore, to initiate the configuration of any Staged Sending Service Payment Transaction through the RIA application, it will be necessary to furnish all the required details of the Individual Payment Order as well as of those Beneficiaries to whom it is wished to send a Money Remittance, including but not limited to the country to which the Funds will be sent, the Beneficiary's details (name, surnames, nationality and/or identification document etc.), the amount to be sent (in Euros), the amount to be received by the Beneficiary (in the designated local currency), the manner of receipt by the Beneficiary (which shall include those entities which can execute the payment to the designated Beneficiary in the country where the Beneficiary receives the funds) or the method of payment of the Payment Transaction by the Sender. The Sender may cancel the Individual Payment Order during its configuration. On the basis of the information provided during the configuration of an Individual Payment Order, RIA will indicate to the Sender the cost of the Payment Transaction prior to the Sender proceeding to the validation of the Payment Transaction.

During the registration process in the RIA application and the configuration of any Individual Payment Order, RIA may require the Sender to verify the mobile device from which he/she is operating, by sending a SMS to the mobile phone furnished in order to be entered in the corresponding boxes provided by RIA within the RIA Application. In either event, prior to executing

any Payment Transaction, the Sender must accept the privacy policy and the Terms and Conditions. RIA will save by default those Beneficiaries included by the Sender. Once the Payment Transaction has been configured and validated by RIA and the Sender, the latter will receive a barcode identifying the newly configured Individual Payment Order. Subsequently, the Sender will be able to access the list of RIA agents in the application where he/she will be able to disburse the funds of the Payment Transaction. In either event, RIA will indicate to the Sender the amount to be paid in the local currency and the amount to be received by the Beneficiary at destination, with a breakdown in the former instance of the costs of the Payment Transaction that RIA will charge the Sender. To execute the Payment Transaction, the Sender must visit an authorised RIA location of its agent network which provides the Staged Sending Service, show the barcode of the Individual Payment Order and his/her valid and in force identification document in accordance with the applicable regulations at any given moment. Once the RIA agent validates all this information, the agent will confirm to the Sender that he/she may proceed to pay the Payment Transaction. Once paid, the Sender will receive a receipt for the Payment Transaction from the agent or will receive the receipt via the RIA application. In those cases where the agent so requests, the Sender must proceed to sign the Individual Payment Order receipt. In those cases where RIA provides an electronic receipt, the Sender will not be required to sign a receipt and will only receive a cash receipt from RIA's agent and the Sender must access the RIA application if he/she wishes to access the Individual Payment Order receipt. All Staged Sending Service Payment Transactions, once validated and consent granted via the RIA Application, must be paid on the same Business Day before 11.59 p.m. In the event that the Payment Transaction is not paid by the Sender the Individual Payment Order will be automatically cancelled. RIA recommends Senders to check the agent's opening hours prior to visiting an agent.

#### **9.- 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 the Sender prior to the Sender's acceptance to issue an Individual Payment Order and will be included in the receipt that includes the settlement thereof.

Payment of the amount to the Beneficiary of a Payment Transaction for an Individual Payment Order issued 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 pay-out amount into a different currency or change the payment method, such transaction shall be separate and apart from the Individual Payment Order sent by RIA, and solely between the Beneficiary and its service provider.

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

#### **10.- 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 15). 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 RIA is acting as payment service provider of the Sender:

- In case of an unauthorized Payment Transaction for which RIA is liable under the applicable laws, 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 Payment Transaction, except where RIA has reasonable grounds for suspecting fraud and communicates those grounds to the relevant national authority in writing. Where applicable, RIA shall restore the debited bank/payment account of the Sender to the state in which it would have been had the unauthorised Payment Transaction not taken place.
- In case of a defective execution or non-execution of the Payment Transaction for which RIA is liable, RIA will

immediately refund to the Sender the amount of the defective Payment Transaction or, where applicable, restore the debited bank/payment account of the Sender to the state in which it would have been had the defective Payment Transaction taken place.

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 or, where applicable, credit the corresponding amount to the Beneficiary's payment account.

RIA shall refund to the Customer all the costs or commissions charged and the relevant interest to which the Customer is entitled based on the unauthorized Payment Transaction, defective or late execution or non-execution, as applicable. The Customer may demand further compensation for damages if these are due by RIA under applicable laws.

RIA shall not be liable for defective or late execution or non-execution of a Payment Transaction in cases of abnormal and unforeseeable circumstances beyond RIA's control, which RIA was not able to avoid or prevent, or where RIA is bound by other legal obligations covered by European Union or applicable national law.

## **11.- 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/romania>.

Customer acknowledges and agrees that its Personal Data may 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 Data Protection Laws.

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 Data Protection Laws.

## **12.- Changes beyond our control**

We do not assume any liability if we are unable to perform any of our obligations to you or our performance of any of our obligations is delayed due to any circumstances outside of our reasonable control, including (without limitation) any industrial action, act of God, fire, flood or storm, war, riot, civil commotion, siege, security alert, act of terrorism or any resulting precautionary measures taken, act of vandalism, sabotage, virus, malicious damage, compliance with any statute, statutory provision, law, governmental or court order, the actions or instructions of the police or of any governmental or regulatory body which authorizes us to perform payment services, cut or failure of power, failure of equipment, systems or software provided by third parties or internet interconnectivity, malicious cyber-attacks against our information technology system including computer viruses, ransomware and other cyber-attacks, or the occurrence of any extraordinary fluctuation in any financial market that may materially adversely affect our ability to perform payment services, or our obligations under applicable law. If any of these circumstances occur then these Terms and Conditions will be suspended for the period during which the circumstances continue or, at our discretion and in order to protect both you and us, we may terminate these

Terms and Conditions.

### **13.- Limitation of liability**

Our total liability to you in connection with a Payment Transaction is limited to the full amount of the Funds of the Payment Transaction together with any charges for which you may be responsible and any interest which you may be required to pay as a consequence of any non-performance or incorrect performance by us of the Payment Transaction.

If we contravene any requirements imposed on us under applicable laws (which sets out certain obligations on us as a payment service provider, including relating to unauthorized, unperformed and incorrectly performed Payment Transactions), we will not be liable to you where this is due to abnormal and unforeseeable consequences beyond our control, the consequences of which would have been unavoidable despite all efforts by us to the contrary or where this is due to other obligations imposed on us under other provisions of European Union or applicable national law.

Notwithstanding any other provision in these Terms and Conditions we do not exclude our liability for death or injury caused by our negligence or the negligence of our employees or agent, fraudulent misrepresentation or any other liability which may not be excluded under applicable law.

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

These Terms and Conditions and the corresponding Payment Transactions for Individual Payment Orders are governed by the Romanian law. In case of a dispute, the Customer or RIA may initiate court proceedings before the competent Romanian court.

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

### **15. - Customer Service & Complaints**

We value all our customers and take our obligations seriously. You may contact our customer service team in relation to a Payment Transaction at the following contact details:

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

C/ Cantabria 2  
28108, Madrid  
Spain  
Tel: +40312295480

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 [ceec@riafinancial.com](mailto:ceec@riafinancial.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) Business 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:

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 – +40219551

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.: +4021/310.63.75 or +4021/9660

Facsimile: +4021/310.63.80

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

<b>MAXIMUM FEES</b>
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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

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

RIA will take the necessary steps to execute a Payment Transaction ordered by the Sender in order to cancel, modify or attempt to withdraw an Individual Payment 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 without 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.