

## TERMS AND CONDITIONS FOR THE ACTIVATION AND USE OF THE “CARD MENU” CARD

The present “Terms and Conditions” govern the activation and use of Meal Cards issued by UniCredit Bank (“the Bank”).

The use of the “CARD MENU” implies the acknowledgment and expression of the agreement to use the “CARD MENU” by the User in accordance with these “Terms and Conditions”, in the manner described in this document. At the same time, by acknowledging these “Terms and Conditions”, the User agrees that UniCredit may use any of the contact details stated in relation to the Bank, when it is necessary to contact in connection with the registration, activation and use of the Meal Card.

### 1-Definitions

**Bank / Unicredit:** UniCredit Bank S.A., romanian legal entity, managed in a dualistic system, with headquarters in Expozitiei Boulevard no. 1 F, Sector 1, Bucharest, serial number in the Trade Register J40 / 7706/1991, registered in the Bank Register under no. RB-PJR-40-011 / 1999, unique registration code 361536, fiscal registration code for VAT purposes RO361536, subscribed and paid-in share capital 455,219,478.30 RON, as a unit issuing meal tickets in accordance with the provisions of Law 165/2018 regarding the issuing of tickets based on the operating authorization granted by the Ministry of Public Finance;

**Card:** means the Card Meniu issued by UniCredit based on the contract concluded with the Company.

**CARD MENU card:** contactless card issued in LEI by Unicredit at the request of the legal entity - employing company in order for it to grant its employees electronic meal tickets;

**Partner Merchant:** means any economic operator, natural or legal person who sells food products and who has concluded a contract with UniCredit for the provision of services specified by the law in force regarding electronic meal tickets

**Company:** means the User's employer, which has concluded a contract for issuing electronic meal tickets with Unicredit in its capacity as issuing unit in order to grant its employees individual food allowances based on the Law in force.

**Account:** means an account associated with the Card, through which the amounts representing the receipts and payments related to the nominal value of the electronic meal tickets will be carried out,

**Contactless:** means a payment feature that offers the User the possibility to pay by approaching the Card. by a point-of-sale NFC-compatible reading terminal (“Contactless Terminal”). Contactless transactions are subject to any limits applied by the Merchant and / or the Contactless Terminal. For Transactions that exceed any such limits, the Transaction will need to be authorized by other means of authentication;

**CVV2:** means the Card Verification Code associated with the Card. It will be on the back of the Card;

**Mobile B@nking:** is the secure application made available to the User by UniCredit, which requires an internet connection and allows him to manage the Card Meniu and to obtain information on the Account balance attached to the Card or the history of transactions made with the Card Meniu.

**User:** represents the natural person, employee of the Company, who meets the eligibility conditions decided by the Company in order to grant an individual monthly food allowance in the form of meal tickets;

**NFC - Near Field Communication –** or communication in the near field- is a standard wireless communication that allows devices that have this feature to communicate with each other via radio waves, by simply approaching them at a short distance.

**Card Number:** means the 16-digit number on the front of the Card

**PIN** means a four-digit personal identification number to be used with the Card;

**POS terminal:** means an electronic device that makes it possible to pay by card at the Merchant's points of sale (online \ offline);

**Available balance** means the value of the meal tickets funds uploaded to the Account and available for use with the Card, on the Internet or through a POS Terminal.

### 2- Receiving and Activating the Card:

2.1 The CARD MENU is delivered to the User by the Company in compliance with its internal rules. For security reasons, the card activates automatically only after setting the PIN code.

2.2 After the delivery of the Card, the User will receive an SMS generated automatically by the Bank's systems, through which a unique 4-digit security code will be sent to him. The User will be able to set the PIN code at the UniCredit Bank / Euronet ATM, calling the Info Center on 021 200 20 20 and following the robot's instructions; in case the user will not receive the SMS, it will be able to be retransmitted later by the bank, through the Info Center, at the user's request. In case of users who have not communicated a mobile phone number to the bank, the PIN code will be set by calling the Info Center on 021 200 20 20 and following the robot's instructions. The card can also be activated via the Mobile B@nking

application, if it has been installed. on the mobile device of the User according to the instructions set in Terms and Conditions.

### **3. Using the Card:**

3.1 The CARD MENU allows its holder to use the existing cash in the account in which the amounts of the nominal values of the meal tickets are transferred in RON currency and in accordance with and within the limits provided by the legislation in force regarding the meal tickets.

3.2 The card can be used only in Romania for the payment of goods purchased from Partner Merchants for food, restaurant or catering services and which display the logo " Card de Masa " or " Card Meniu" based on one / some of the Security Elements: PIN, card number, name indicated on the card, expiration date, CVV2. The CARD MENU card also incorporates contactless technology.

3.3 The MENU Card can be used for Transactions made at Partner Merchants from the "Network of CARD MENU Merchant Partners" which can be found on [www.unicredit.ro](http://www.unicredit.ro), Corporate Section – Card Meniu.

3.4 CARD MENU can be used for:

(i) the payment for goods and services to merchants displaying the "Card de Masa " or " Card Meniu" logo, via POS, by signing the receipt and / or using the PIN Code,

(ii) the payment of low-value goods and services to merchants displaying the " Card de Masa " or " Card Meniu " logo contactless, by bringing the card closer to a POS / other terminal with contactless functionality, without the need to use PIN for low value payments and / or signing a transaction receipt,

(iii) the payment on the Internet for goods and services to merchants displaying the "Card de Masa " or " Card Meniu" logo by filling in the card number, expiration date and / or CVV2 and any security code necessary to complete a transaction.

(iv) obtaining information on the Account balance attached to the Card or the transaction history in the following ways: at the bank's ATMs and BNAs using the PIN code, calling the Info Center at 021 200 20 20 or by accessing the Mobile B@nking service.

The Mobile B@nking application can be downloaded and installed on a compatible mobile device, with internet access, respectively a phone with iOS and Android operating system from the AppStore or Google Play Store depending on their technical characteristics, following the instructions given in the specialized stores as AppleStore, Google Play Store.

After installation, the User will activate the application by filling in the data requested by the Bank within the application: certain digits of a card issued by the Bank and / or certain digits of CNP (personal numerical code) and / or other elements and PIN code, a secret number personally defined and filled in by the User, which will allow subsequent access to Mobile B@nking; for compatible phones, optionally, there is the possibility to authenticate in the application using the fingerprint. The Bank, through the Mobile B@nking application, does not process information about the Biometric data of the Holder. Fingerprint validation is performed by the solution and technology of reading and validating the specific fingerprint of the phone, the reading of the fingerprint set in the phone representing a functionality of the phone.

The Card menu may also be used: (A) for the operations referred to in point (i), for contactless payments, as well as for the payments provided for in point (iii) above, and through the electronic application Apple Pay by Users who have registered their Card Meniu in Apple Pay, an application provided by Apple Distribution International Limited, depending on its technical characteristics and the device used, according to the terms and conditions published on the website <https://www.apple.com/apple-pay/> and (B) for the use of the Google Pay service for carrying out the operations referred to in point (i), for contactless payments, as well as for those provided for in point (iii), who have registered their CARD MENU in Google Pay, and the device used for payment has Android operating system, active NFC and compatible technical features, according to the terms and conditions of Google Pay, published on the website <https://pay.google.com>. Google Pay is a service provided by Google Ireland Limited for online contactless payments at merchant POS with a Google Pay compatible mobile device.

3.5 The User's consent for the authorization of payment operations according to art. 3.4. above consists in using the Security Elements or in the simple approach of the card to a POS / terminal with contactless functionality, for low value payment operations. In both cases, the user can no longer request the cancellation of a transaction once it has been authorized. In order to authorize payment via Google Pay and Apple Pay, the User will select the CARD MENU card registered in Google Pay / Apple Pay which he wishes to use when making the payment or will use the CARD MENU Card already set as the first payment option and will unlock the mobile device compatible with Google Pay by filling in / using the set security element (PIN, fingerprint or other data required in the process of registering Cards in Google Pay.

In order to use the Card Meniu in GooglePay / Apple Pay, the present Terms and Conditions are completed with the Terms and Conditions of Google Pay, respectively Apple Pay.

3.6 The daily limit of use is 2,500 Lei and the maximum number of transactions / day is 8. For security reasons and in order to avoid fraud, the Bank may limit the number, value of transactions and number of unsuccessful card transactions that can be made with the card within a calendar period (day, week, month) without prior notice to the user. The bank is not responsible for any restrictions imposed by a third party accepting the payment.

3.7. The card remains the property of the Bank and can be used only by the User. The User may not transfer or sell it to another person and may not use it as collateral. The card can be returned to the Bank at its request or upon retention by the merchants / ATM / special devices of the Bank.

3.8. Debiting the account attached to the CARD MENU card with the equivalent value of the transactions made with the card is made within a maximum of 30 days from the date of the transaction.

3.9. The settlement currency of the card transactions is LEI.

3.10 It is not possible to issue additional cards through which the available amount from the account attached to the CARD MENU can be accessed.

#### **4. Funding of the Card:**

**The supply of the card account** with the nominal value of the meal tickets can be done only by the Employer Company of the Card User, who requested its issuance. In the account attached to the CARD MENU card, no deposit and / or funding operations (other than those with the nominal value of the meal tickets) or transfer of funds to other accounts of the User and / or of the employer and / or of third parties may be performed. The Bank will return to the Employer the nominal value of the meal tickets not used by the Employee and which are no longer in the validity period, in accordance with the legal regulations regarding the meal tickets.

#### **5. The Use of the Plastic:**

**Validity. Renewal.** The card is valid for the period written on the front of the card, until the last day of the month of the expiration date. In case of renewal of the card, the conditions in force at the time of renewal apply. Active meal cards (with receipts in the last 12 months or credit balance) are automatically renewed and delivered by courier to the employer, according to the contract concluded between Unicredit and the Company. Cards are not automatically renewed in the following situations: **(i)** cards temporarily blocked due to loss, at the request of the company / user and / or at the initiative of the bank for other reasons related to card security; for temporarily blocked cards, 2 months before the expiration date of the plastic, the employer is notified by the bank through the BusinessNet Professional application that the card is not automatically renewed if the situation is not clarified, the renewal of the card being made only at the express request of his; **(ii)** cards for which the company does not wish to renew - the cards are automatically closed on the date when the account balance is zero, on the expiration date of the plastic or on the expiration date of the meal ticket.

**Card replacement / reissue.** The company may request the reissue / replacement of the card in the following situations: **(i)** the card has been blocked (for various reasons, including loss / theft); **(ii)** the card is damaged, destroyed, demagnetized and can no longer be used; **(iii)** there has been a change such as a change of username; **(iv)** ATM card retention; **(v)** for other card security reasons.

The Bank can replace or reissue the Menu Card dining card, issued to the Customer, under the logo of a certain international card organization (eg: Visa, Mastercard) with another debit card issued under the logo of any other such organization, but with costs and characteristics similar to those of the meal card reissued or replaced, at any time during the validity period of the meal card, for reasons independent of the Bank's will or for justified reasons, such as, but not limited to the situation in which the card is no longer part of the product offer and bank services.

#### **Card lock / unlock**

The card can be locked / unlocked by the User (via the Mobile B@nking application or by calling the Info Center) or by the employer, for any reason, by calling the Info Center. The bank has the right to immediately lock the card for security reasons, due to a suspicion of unauthorized or fraudulent use of the card. The Bank informs the User immediately after locking the card, via Mobile B@nking, telephone call or SMS, also about the reason for it, unless the provision of this information infringes objectively justified security reasons or is prohibited by other relevant legal provisions. The card lock can be: **(i)** temporary (the user has lost the card and is expecting to find it, or the card was withheld at an ATM due to the wrong PIN or was forgotten by the user and is likely to be recovered); **(ii)** final (the card has been lost or stolen or can no longer be used due to demagnetization, destruction). Unlocking the card can be requested by its User (via the Mobile B@nking application / calling the Info Center) or by the Company (calling the Info Center) only if the card has been temporarily locked.

**Closing the card.** The request to close the card can only be made by the Employer Company in case the User is no longer eligible for its use. The meal card can be closed automatically on the date when the account balance is zero, on the expiration date of the plastic or on the expiration date of the meal voucher.

## **6 -Rights and Obligations of the User:**

### **The card user has the following rights:**

**(a)** may require, for a specified period of time, individual authorization limits for transactions at merchants, other than the standard limits determined by the Bank, namely 2,500 LEI and 8 transactions per day; the limits may be changed only with the express approval of the Bank,

**(b)** by using the Card, has access to the funds of the Account attached to the CARD MENU card,

**(c)** to promptly request the Bank, without undue delay, to initiate the procedure for refusing to pay a transaction if it finds that any transactions with the respective card have not been ordered / performed, in whole or in part, and in case of any other errors; the refusal to pay is made by completing and submitting to one of the territorial units of the Bank a standardized application form for refusal of payment, accompanied by supporting documents as the case may be; the bank may request additional information in order to investigate and resolve the request for non-payment of transactions not recognized by the user; refusals to pay will be settled in accordance with the rules of international card organizations and the general card usages; the process of investigating the refusal to pay can take a maximum of 180 calendar days

### **The card user also has the following obligations:**

**(a)** upon issuance of the Card and, where applicable, of the security features, confirm by signing, upon receipt;

**(b)** sign the card immediately upon receipt in the special place reserved on the back of the card;

**(c)** to set and / or use the PIN code in accordance with the instructions received from the Bank in the card carrier of the card.

**(d)** The user will take all necessary measures to protect the CARD MENU and the security elements against theft / damage / loss / fraudulent use, including but not limited to:

(i) keep them safe and not alienate / disclose / communicate them to any other person, do not allow their use by third parties;

(ii) memorize the security features, do not write them down on a medium that allows unauthorized persons to know and use them, and, if necessary, destroy the envelope through which the Bank transmitted the Payment Instruments / security features;

(iii) ensure that, at the time of introduction / use, no one can view them;

(iv) in the situation of definition / change, not to choose a security element that can be easily associated with the name / date of birth / phone number, etc. The bank is not responsible for any debiting of the account caused by non-compliance with these measures.

**(e)** The user shall notify the Bank as soon as he finds that he is in one of the following situations:

(i) loss, theft, damage, destruction, locking of the CARD MENU;

(ii) any unauthorized, fraudulent use, or the recording in the card account of unauthorized transactions;

(iii) any error, irregularity resulting from the management of the account by the Bank;

(iv) if he has suspicions regarding the possibility of their knowledge by unauthorized persons, including in the situation where the envelope containing the card and / or the PIN code was handed to him unsealed;

(v) a finding of malfunctions, including the situation in which the security features are incorrect;

(vi) the renewed card has not been received until the expiration date written on the plastic in the User's possession. In this regard, the User undertakes to contact the INFO Center immediately, in order to request the locking of the card, being fully responsible for all operations performed on the account attached to the CARD MENU card and bearing all losses until the Bank receives the notice/ notification. The user will provide the Bank with his / her identification data, as transmitted by the Employer Company upon request for the issuance of the card. The time of locking the reported card is determined according to Romania's time. The locking is final, the Bank not being responsible for the consequences of such a locking, including in the situation where the Client caused damage to a third party by locking them. If the locked card has been found, the user must return it to the Bank for destruction, otherwise the Bank will not be liable.

## **7. The Bank's liability**

7.1. UniCredit does not assume any responsibility for the granting or the manner of granting meal vouchers by the Company to its employees, nor for the damages caused / created in the relationship between the Company and the User.

Any possible complaint / contestation regarding the granting or the way of granting the meal vouchers will be resolved between the Company and the User.

7.2 In case of problems regarding the activation, use, locking of a CARD MENU or regarding the payment with it, the User may contact the Company or directly the Bank through INFO Center at 021 200 20 20, as well as by email at [infocenter@unicredit.ro](mailto:infocenter@unicredit.ro).

7.3. In the event that the Company informs the Bank about the termination of the employment relationship between the Company and the User or about the termination of the eligibility conditions for the use of the Card for any reason, the Card will be locked immediately and the Available Balance will no longer be usable.

7.4. UniCredit is not responsible in the event that the Employer Company fails to comply with any of the contractual conditions with the Bank.

7.5 ..The Bank does not assume the responsibility to inform the User on the amounts that will be returned to the Employer.

## **8. Protection of personal data**

The Bank and the Company are independent operators, each party being fully responsible for ensuring compliance with the provisions of Regulation (EU) no. 679/2016 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46 / EC (General Data Protection Regulation ), here in after referred to as RGPD.

Thus, each party, among others, has the obligation assumed by the specific contractual documentation (i) of prior information of the targeted persons about the data processing, according to art. 12 and 13 of the RGPD, including the collection of consent, where applicable; (ii) to ensure adequate technical and organizational measures to provide an adequate level of security and confidentiality of data processing, in accordance with the RGPD.

*The user is informed about the data processing performed by the Bank by using the plastic and by the subsequent sending by the Bank of the Information Note regarding the processing of personal data in UniCredit Bank SA (hereinafter referred to as "Note") in the Inbox hosted by Mobile B@nking (if the User has activated this service), by email, physical mail or sms with link. Also, this Note is available by accessing <https://www.unicredit.ro/ro/persoane-fizice/Diverse/protectia-datelor.html#informareprivucprelucrareadatelorcucaracterpersonaldecatreunicredbanksa> or in any branch of the Bank.*

The bank may revise the Note from time to time by posting an announcement to this effect and displaying the updated version on [www.unicredit.ro](http://www.unicredit.ro), Personal Data Protection section; thus, the User is advised to periodically visit [www.unicredit.ro](http://www.unicredit.ro), the Personal Data Protection section, in order to be up to date with the updated versions of the Note.

## **9. Modification of the Terms and Conditions**

UniCredit reserves the right to revise these Terms and Conditions at any time, with prior notice to the User, through one of the following channels: through the Mobile B@nking application, by publishing on the website [www.unicredit.ro](http://www.unicredit.ro) and through The company, in accordance with the terms of the contract in force.