

Terms and Conditions for the use of Online & Mobile Banking Services

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Section 1.

1. Introduction.

1.1 This document sets out the Conditions that apply to the use of the Services. These Conditions are in addition to the Account Conditions for the account or service you are accessing through the Services. If there is any conflict, these Conditions override the Account Conditions.

1.2 Users who are registered for the Online Banking Service are also, as a result, registered for the Mobile Banking Service (once made available) and should refer to all sections of these Conditions.

Section 2.

2. Definitions.

The following definitions apply to these Conditions:-

“Account” means an account which we have determined is accessible by the Online Banking Service and/or the Mobile Banking Service.

“Account Conditions” means the general conditions for the Account(s) or service(s) you are accessing through the Services.

“Account Holder” means a person who has entered into an arrangement with us to use the Online Banking and/or the Mobile Banking Service and who has an Account held for a Prepaid Card acquired through us.

“Business Day” means any full day (excluding Saturdays, Sundays and bank holidays) on which banks in the country of the issuer generally are open for the transaction of normal banking business. We may be able to process some payments on a non-Business Day. Please ask us if you would like further details.

“Card2Card Transfers” means the service to send money instantly from your account to any other account holder of a Prepaid Card acquired through us.

“Cut-Off Time” means, for payments made under this Agreement, the time, after the end of the Business Day, by which we must receive payment instructions if they are to be shown on your Account as being processed that Business Day.

“E-Mail adress” means the E-Mail adress which you have used in the activation form.

“Online Banking Support” means the helpdesk for queries relating to the Online Banking Service reachable under +40 736 702002, e-mail support@excelera.ro and Skype excelera.support.

“Online Banking Service” means the online banking service we make available through the internet to enable the electronic receipt and transmission of information (including in relation to an Account).

“Password” means the code (which must consist of a series of letters and numbers) chosen by you which you will use, together with your Security Questions and Answers, in order to use the Online Banking Service.

“Online Banking Credentials” means your Password and/or your Security Questions and Answers.

“Limit” means any transactional, daily, annual or other limit on the amount which may be transferred in a transaction or series of transactions using the Online Banking Service and/or Mobile Banking Service.

“Our Website” means the website (through which you can access the Online Banking Service) at either through www.excelera.money by clicking the Online Banking button or directly at e-banking.online.

“Regulatory Requirement” means any obligation:

(a) we have to comply with under any law or regulation, or as a result of a decision by a court, ombudsman or similar body; or

(b) under any industry guidance or codes of practice which we follow.

“Terms and Conditions” means the rules, as amended from time to time, applicable to the use of Our Website as shown on www.excelera.money.

“Secure Messaging Service or SMS” means the service which we may make available under the Online Banking Service to send messages with important informations about your account (if applicable).

“Security Details” means the details that are used to verify your identity and help maintain the security of the information exchanged between you and us during your use of the Services. This includes your Username, E-Mail adress, Password, IP-address, TAN-codes, Telephone number and Security Questions and Answers.

“Security Questions and Answers” means the security questions which you have selected and the answers to such security questions which you have chosen and which will, on subsequent occasions, be used by you in order to access and use the Online Banking Service.

“Services” means the using the Online Banking and/or Mobile Banking Service as appropriate.

“Tariff” means the applicable tariff of fees and charges that relates to your Account as published on www.excelera.money.

“User” means you, the Main User of the service.

“You”, “your”, “yours” means an Account Holder who has accepted these Conditions.

“We”, “us”, “our” means SCnet Payment Services Srl.

Section 3. General Conditions.

3. Security.

3.1 As long as we have checked your identity by verifying the Security Details, we will assume that we are dealing with you and that you have agreed to us disclosing information and acting on any instructions, without getting further confirmation from you.

3.2 You must:

- (a) ensure that the elements of the Security Details that you choose for accessing the Services (e.g. your Login Credentials) will not be the same as, or similar to, any other personal identification number or password you have for any other Account you have with, or for any other service provided by us; not permit any other person to use your Login Credentials;
- (b) not disclose your Login Credentials to any other person including in response to a request that you provide it (even if that request purports to come from us) other than in connection with your actual and immediate use of the Services;
- (c) not record or store your Login Credentials with documentation that relates to your Account;
- (d) take reasonable care when accessing the Services to ensure that your Login Credentials are not disclosed to any other person; and
- (e) check your Account records carefully.

3.3 You must tell us as soon as you can by calling us if:

- (a) your Login Credentials become known (or you suspect they have become known) to someone else;
- (b) you notice any errors or unauthorised transactions on your Account;
- (c) you think someone else has or may try to access your Account; or
- (d) you become aware that a computer that you have used to access your Online Banking Service has been lost, stolen or fraudulently accessed.

3.4 In addition, if any of the events described in Condition 3.3(a) to (d) occurs, you must immediately change your Online Credentials by using "Change Password" within the "Profile" section of the Online Banking Service; and/or, where relevant,

3.5 Access to the Online Banking website on [e-banking.online](#) is secured by SSL (Secure Socket Layer) Certificate provided by GeoTrust Inc. issued to SCnet Payment Services Srl. Provide your Login Credentials only in the case that you can positively identify this certificate every time before you enter the data.

3.6 Please note that we would never contact you to ask for information about any of your Login Credentials and if you receive a request for any such information you should not provide it, even if the request purports to come from us.

3.7 Please verify frequently additional information on Our Website for further information about security and the Online Banking Service.

4. Liability.

4.1 We will not be liable if we are unable to perform our obligations under these Conditions due (directly or indirectly) to:

- (a) the failure of any machine, data processing system or transmission link provided that such failures or events are abnormal and unforeseeable circumstances, the consequences of which would have been

unavoidable despite all efforts to the contrary; or

(b) our compliance with a requirement of Romanian law.

4.2 Subject to the provisions of this Condition until we receive notification in accordance with Condition 8 that your Security Details have been stolen or are liable to misuse, you will be liable for any use of the Services. Nothing in this agreement limits our liability for acting fraudulently or very carelessly or otherwise excludes or limits our liability to the extent we are unable to exclude or limit it by law.

4.3 If the Security Details have been used by a person (other than by the User to which they belong) who acquired those Security Details your liability will be unlimited until you notify us of the loss. You will not be liable for any further loss arising from the use of the Services once we have been effectively notified.

4.4 If you are a company or business entity, until we receive effective notification in accordance with Condition 8 that a User's Login Credentials have been lost, stolen or liable to misuse you will be liable for all use of the Services. After we have been effectively notified in accordance with Condition 8 that the Security Details have been lost, stolen or are liable to misuse you will not have to pay for any subsequent use of the Services unless the Login Credentials have been used by a person who acquired those Login Credentials with your consent or you have acted with gross negligence in respect of the Login Credentials.

4.5 Please verify within the Online Banking the procedure for dealing with unauthorised transactions.

4.6 For the avoidance of doubt We are not responsible for the content and financial information displayed in Online Banking and/or Mobile Banking Services, nor are we for the execution of financial transactions. We do only facilitate the platforms on which the appropriate information can be accessed and transactions can be initiated. Any enquiry and/or claim regarding the financial data shown in Our Online Banking and/or Mobile Banking Services has to be addressed directly to the issuer of the card and/or account.

5. Service Charges.

5.1 When using the Service(s), transactions instructed by you for payment of bills from any of your prepaid card accounts (if applicable to your Account) will be treated as cash advances and charged in accordance with the Account Conditions (and current Tariff where applicable) relating to your prepaid card Account which have been provided to you.

5.2 The use of the Online Banking associated to your card is free of charge. For Mobile banking charges may apply by mobile network providers.

5.3 Any other charges for your use of the Service(s) will be charged in accordance with the relevant Account Conditions and Tariff, where applicable.

6. Termination and Suspension.

6.1 You may end the agreement between us and you at any time.

6.2 We may terminate your use of the Online Banking Service and/or Mobile Banking Service at any time provided the agreement between you and the issuer for the prepaid card is terminated by you or by the issuer.

6.3. Any such termination leads to the immediate suspension of services without any further notice at the date the termination goes into effect.

6.4 We may also suspend any User's use of the Online Banking Service and/or Mobile Banking Service where we consider it necessary:

(a) to protect the security of the Services or our systems;

(b) because we suspect there may be unauthorised or fraudulent use of the Services;

If we do so, we will tell you in advance where we are able to, otherwise we will let you know immediately afterwards.

6.5 We may also terminate or suspend your use of the Online Banking Service and/or Mobile Banking Service with immediate effect if:

(a) you die;

(b) you declared bankrupt or enter into a voluntary arrangement with your creditors;

(c) you are in serious and persistent breach of these Conditions;

(d) if we reasonably believe that someone else may have rights over the funds in the Account, where there is a dispute.

6.6 If the Online Banking Service is not used by a User for 180 days in respect of any of the Accounts of an Account Holder, we may end the agreement between us and you in respect of the Online Banking Service and/or Mobile Banking Service.

7. Variations.

7.1 We may change the Service(s), introduce or change charges for the Services, or vary these terms and conditions. We will give you at least 1 months' advance personal notice before making this kind of change unless we are required to make it sooner due to a Regulatory Requirement.

7.2 When we tell you about a change we will tell you the date it comes into effect. As long as notice of a change is given to you by e-mail we will use exclusively the details registered with your account or to your Secure Messaging Service inbox, you will be deemed as accepting the change on the date the change comes into effect unless, until that date, you inform us about the termination of your agreement with us.

8. Notices.

8.1 Notices, certificates, consents, approvals and other communications in connection with these Conditions should be given in writing by e-mail unless:

(a) otherwise specified in these Conditions; or

(b) we otherwise determine.

For the avoidance of doubt, notice of cancellation in terms of Condition 9 may only be given in writing.

8.2 Such notices, certificates, consents, approvals and other communications (including any notice of cancellation in terms of Condition 12) can be given to us in writing by post to SCnet Payment Services Srl., Aleea Baisoara, 400445 Cluj-Napoca, Romania, or by e-mail to support@excelera.ro.

8.3 If you are registered for the Online Banking Service, we may use the Secure Messaging Service to contact you and give you information about the Service or about changes to these Conditions. You should check your inbox on a regular basis.

9. Right of Cancellation.

9.1 You can cancel this agreement by notifying us in writing within 14 days of the date upon which you applied for your card as stipulated in the Terms and Conditions SCnet Payment Services Srl. valid for additional services associated to Excelera Prepaid MasterCard.

10. General.

10.1 These Conditions may be:

(a) accessed and viewed in the legal section of Our Website and can be downloaded and printed; or
(b) sent to you if you call/e-mail the Online Banking Support.

10.2 For queries concerning the Online Banking Service please contact the Online Banking Support.

10.3 Calls to the Online Banking Support may be charged by telephone operators and may vary. We draw to your attention that we may record, monitor telephone calls and store the data up to 18 months in order to ensure security for our customers and our staff and to help maintain service quality.

10.4 These Conditions are governed by the laws of Romania and subject to the jurisdiction of the competent courts.

10.5 These Conditions are written and available only in Romanian or English and we undertake to communicate to you in Romanian or English when communicating with you regarding the Account. The Romanian version is always prevailing.

10.6 Our failure to insist on our strict rights under these Conditions will not prevent us from enforcing these or any other rights.

10.7 In the event that any provision of these Conditions is held to be unenforceable, it will not affect the validity and enforceability of the remaining provisions and will be replaced by an enforceable provision that comes closest to the intention underlying the unenforceable provisions.

Section 5.

Terms and Conditions which apply to the Online Banking Service.

11. Use of the Online Banking Service.

11.1 For the Online Banking Service, you agree to these Conditions when you applied for your card, placed and validated the order. For your own benefit and protection you should read these terms carefully before accepting them. If you do not understand any point please ask for further information.

11.2 We will register you as a User of the Online Banking Service once:

- (a) you have accepted these Conditions online; and
- (b) you have activated the Online Banking Service by entering your Account number and Birthdate in the online account activation form; and
- (c) you have selected a Password and your Security Question(s) and Answer(s) which are to be used to access the Online Banking Service; and
- (d) you have activated the account by clicking the Activation link in the email sent after completing all steps in the account activation process.

11.3 Access to the Online Banking Service will be denied to a User and will be logged out if incorrect answers to the chosen security questions on three consecutive occasions have been entered. If this occurs then you should contact our Online Banking Support which can cancel account activation and let you define new credentials. We will check your identity in this case by asking you some personal data.

11.4 It is your responsibility to inform the Online Banking Support immediately and to obtain and give information if for any reason the Online Banking Service is unavailable for use or malfunctioning.

11.5 If any User uses an account aggregation service (which is a service which allows you to obtain details of all your on-line accounts (whether such accounts are with us or otherwise) and other information from one website which is not part of the Online Banking Service), you will be in breach of Article 3 of these Terms & Conditions (and possibly also other terms and conditions which apply to your Account, including the Terms & Conditions for your card). You may therefore be liable for any fraud or mistakes that happen on your accounts as a result. We will not be liable for any such fraud or mistakes

resulting from this breach of Terms & Conditions.

11.6 It is a condition of use of Our Website that you accept the Rules of Use which are displayed on Our Website in their present form and as amended from time to time.

11.7 You agree expressly that you will:

- (a) access the Online Banking Service through a computer that has security software installed including, but not limited to a firewall, anti-spyware and anti-virus software applications. You agree that it is the User's responsibility to ensure that all security software operating systems and browsers are maintained and updated on a regular basis;
- (b) keep secure the personal computer used to access the Online Banking Service;
- (c) unless we notify you otherwise, always access the Online Banking Service by clicking on the Online Banking button on Our Website or by directly entering its website address via a web browser;
- (d) never access the Online Banking Service from a link which is part of an email; and
- (e) comply with all instructions we may send to you from time to time about Online Banking security including those information displayed and accessible on Our Website.

11.9 Please note that if you do not actively terminate your session with the Online Banking Service, the session will stay active for about 10 minutes after your last interaction and will then, for your security, automatically log out.

11.10 Please ensure that you always exit the Online Banking Service by using the "SIGN OUT" button on the screen. This prevents any person who might use the computer after you from accessing any of your Account information.

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