Termeni si Conditii de utilizare pentru Aplicatia Smart Market

Acesti Termeni & Conditii sunt aplicabili utilizarii Aplicatiei mobile Raiffeisen Smart Market („**Aplicatia**"), detinuta si administrata de catre Raiffeisen Bank S.A.

Iti recomandam sa citesti integral prezentul document inainte de a decide daca accepti Termenii si conditiile de mai jos si doresti sa continui procesul de inregistrare. Daca nu esti de acord cu oricare dintre prevederile acestor Termeni si conditii, te rugam sa nu accesezi, sa nu utilizezi Aplicatia, software-ul, functionalitatile, informatiile, materialele sau alte asemenea cuprinse in Aplicatie.

Raiffeisen Bank depune toate eforturile impotriva utilizarii necorespunzatoare a acestei Aplicatii si a facilitatilor acesteia. Raiffeisen Bank va monitoriza modul in care utuilizezi Aplicatia inclusiv pentru a se asigura ca acesta corespunde prezentilor Termeni si Conditii si ca serviciile sunt folosite in mod adecvat.

Termenii & Conditiile au forta juridica obligatorie si produc efecte de la momentul accesarii Aplicatiei si reprezinta un contract intre Utilizator si Banca, pe care ambele parti isi asuma sa le respecte atunci cand folosesc si furnizeaza servicii apartinand Aplicatiei Smart Market.

Pentru realizarea achizitiei in urma Campaniilor Partenerilor sau ale Bancii, este posibil sa fie aplicabili Termenii si conditiile de vanzare ale acestora. Acesti Termeni si conditii pot fi prezentati pe scurt, in Aplicatie, pe site-ul Comerciantului sau in punctul de lucru al acestuia.

1. Concepte

„Banca"/ "Raiffeisen Bank" - Raiffeisen Bank S.A., persoana juridica romana, administrata in sistem dualist, cu sediul in Cladirea de Birouri FCC, Calea Floreasca nr. 246 D, Sector 1, Bucuresti, numar de ordine in Registrul Comertului J40/44/1991, inmatriculata in Registrul Bancar sub nr. RB-PJR-40-009/1999, cod unic de inregistrare 361820, cod de inregistrare fiscala in scopuri de TVA RO361820.

„Client" - orice Client Raiffeisen Bank, ce detine un contract activ cu Banca.

„Utilizator" – orice Client persoana fizica, ce detine un cont activ Smart Market, in calitate de Utilizator al Aplicatiei.

„Aplicatia Raiffeisen Smart Market"/ „Smart Market"/ „Aplicatia" - aplicatie mobila de loializare instalata pe un dispozitiv mobil, destinata Clientilor eligibili Raiffeisen Bank, care permite vizualizarea si accesarea Campaniilor Raiffeisen Bank si ale Partenerilor, in scopul primirii de Recompense si beneficii financiare si non-financiare.

„Termeni si conditii" – Termenii si conditiile de utilizare pentru Aplicatia Raiffeisen Smart Market din prezentul document, care constituie contractul legal incheiat de Banca cu Clientul. Termenii si conditiile stabilesc modul in care Clientii se pot inrola si utiliza Aplicatia. Termenii si conditiile se completeaza cu Regulamentul General al Aplicatiei, Conditiile Generale de Derulare a Operatiunilor Bancare pentru Persoane Fizice, Contractul specific de Card de debit/ card de

credit incheiat cu Banca si lista de Tarife si Comisioane, aplicabile Persoanelor Fizice – ce pot fi consultate pe site-ul Bancii www.raiffeisen.ro.

„Serviciul Smart Mobile"/ „Aplicatia Smart Mobile"/ "Serviciul Raiffeisen Online" – serviciul electronic de tip internet / mobile banking al Raiffeisen Bank, prin intermediul caruia Clientii isi pot accesa online contul/ conturile, sa efectueze operatiuni bancare si/sau sa contracteze servicii bancare la distanta prin internet.

„OTP (one-time password)"/ "OTC (one-time code)" - parola temporara cu valabilitate limitata in timp, transmisa automat prin SMS Utilizatorilor autorizati, pentru validarea identitatii acestora si pentru a le acorda accesul in Aplicatie.

„PIN (Personal Identification Number/ Numar Personal de Identificare)" - cod de securitate format din 6 cifre, setat la momentul instalarii Aplicatiei sau, daca e cazul, modificat de catre Utilizator ulterior in setarile Aplicatiei, solicitat la accesarea / logarea in Aplicatie.

„Sistem biometric"/ „Biometrie"/ „Face ID (recunoastere faciala)"/ „Touch ID (amprenta digitala)" - optiune a sistemului de operare a dispozitivului mobil al unei persoane care utilizeaza tehnologii biometrice, care permit identificarea automata si/ sau autentificarea/ verificarea unei persoane. In scopul Smart Market, optiunile de autentificare/ verificare aflate pe dispozitivul mobil al Utilizatorului sunt utilizate in scopul autentificarii sale in Aplicatie. Banca nu prelucreaza datele biometrice din Sistemul biometric ale dispozitivului mobil al Utilizatorului cum sunt amprenta digitala (Touch ID) si imaginea faciala a Utilizatorului (Face ID). Aceste date si modelele biometrice asociate acestora sunt si raman stocate pe dispozitivul mobil pe care Utilizatorul isi instaleaza Aplicatia si se supun regulilor de

prelucrare, inregistrare, stocare, comparare stabilite si comunicate prin intermediul dispozitivului respectiv.

„Comerciant"/ „Partener" – entitatea legala/ compania/ IMM-ul ale caror Campanii/ Oferte pentru produsele si serviciile furnizate de aceasa sunt prezentate direct catre Utilizator in aplicatia Smart Market. Raiffeisen Bank este si el unul dintre Comercianti, alaturi de Partenerii sai contractuali.

Lista Partenerilor va fi actualizata periodic de catre Banca si poate fi accesata la urmatorul link: https://www.raiffeisen.ro/content/dam/rbi/retail/eu/ro/documents/smart-market-parteneri.sv.pdf **„Regulament General"/ „Regulament"** – Regulamentul programului Raiffeisen Smart Market care, alaturi de Termenii actuali si descrierile Campaniilor si a Recompenselor in ecranele specifice din Aplicatie, reglementeaza organizarea Campaniilor si acordarea Recompenselor prin intermediul Aplicatiei Smart Market.

„Campanie"/ „Oferta" - reprezinta bannerul prezentat in Smart Market, in ecranul „Descopera", care contine informatii si Oferte privind produsele si serviciile furnizate de Comercianti in Aplicatie. Aceste Oferte pot fi generice, aplicabile mai multor Utilizatori sau personalizate in baza preferintelor Utilizatorului rezultate din mai multe criterii, de exemplu, comportamentul tranzactional (ex. achizitii anterioare sau frecvente) sau locatia Utilizatorului (daca si-a dat consimtamantul pentru prelucrarea datelor sale de localizare), in conformitate cu prevederile din Politica de confidentialitate Smart Market. Oferta nu constituie o oferta cu forta juridica obligatorie, ci

reprezinta o simpla invitatie transmisa Utilizatorului de a participa la o Campanie pentru produsele si serviciile Bancii sau ale Partenerilor Aplicatiei.

„Recompensa" - beneficiul primit de orice Utilizator care indeplineste conditiile unei Campanii din Aplicatia Smart Market, in termenul de desfasurare al acesteia si conform Regulamentului. Recompensele pot face referire fie la Vouchere, fie la Cashback, fie la Puncte.

„Vouchere" - cupoane electronice de discount (cu valoare in lei sau in procent) sau cu un produs gratuit/ premiu, primit de Utilizator in Aplicatie in urma finalizarii cu succes a unei Campanii cu Recompensa de tip Voucher. Acestea pot fi folosite pentru primirea beneficiului, doar la Comerciantul inscris pe acestea, conform Regulamentului.

„Cashback" – Recompensa sub forma de bani (lei) transferata in contul curent Raiffesien in lei al Utilizatorului care finalizeaza cu succes o Campanie cu Recompensa de tip Cashback.

„Puncte"/ „Puncte Smart Market" - sunt Puncte de loialitate ce pot fi primite in urma finalizarii cu succes a Campaniilor cu aceasta Recompensa. Prin acumularea Punctelor, cand Utilizatorul ajunge la un anumit nivel, le poate preschimba in Aplicatie in alte Recompense.

„Card de loialitate"/ „Card Virtual" - varianta virtualizata a Cardurilor de loialitate emise de diversi Comercianti (Parteneri sau nu in Aplicatie) si detinute de Utilizator. Acestea pot fi salvate in Aplicatie pentru a le pastra in telefonul mobil, fara a mai fi nevoie ca Utilizatorul sa detina in permanenta asupra sa si cardurile fizice. Salvarea Cardurilor de loialitate in Smart Market nu implica transmiterea datelor cu caracter personal ale Utilizatorilor, intre Banca si Comerciantii care au emis aceste Carduri.

„Invitat" – persoana fizica care a primit un Cod de invitat de la un Utilizator al Aplicatie, pentru a-l utiliza la inrolarea in Aplicatie cu scopul de a primi si el si Utilizatorul o Recompensa conform Regulamentului.

„Cod de invitatie" – Codul unic detinut de fiecare Utilizator, pe care il poate utiliza in scopul invitarii altor persoane fizice eligibile sa isi creeze cont in Aplicatie, pentru a putea primi amandoi Recompense conform Regulamentului.

"Amprenta de carbon" - Functionalitate care ofera utilizatorilor posibilitatea de a afla marimea amprentei de carbon personale pe baza tranzactiilor efectuate prin contul/cardul Raiffeisen.

„Campanie sustenabila" - reprezinta bannerul prezentat in Smart Market, in ecranul „Descopera", marcata specific cu iconita distincta sau in sectiunea „Profil", sub-sectiunea „Grija pentru mediu" si reprezinta Oferte la produsele si serviciile sustenabile furnizate fie de Comercianti fie de Banca in Aplicatie.

2. Care sunt functionalitatile si servicile oferite de Aplicatia Smart Market?

Functionalitatile descrise mai jos sunt cele afisate in cadrul Aplicatiei aferente serviciului Smart Market, ce vor fi lansate treptat in Smart Market si astfel mentiunile corespunzatoare acelor servicii incluse in prezentul document vor deveni aplicabile de la momentul respectivei lansari. Pe masura ce vor fi disponibile si alte functionalitati suplimentare, acestea vor fi afisate in Aplicatie, Clientul fiind de acord ca accesarea noilor functionalitati valoreaza acord scris pentru

utilizarea acestora, in Termenii si Conditiile de utilizare pentru Aplicatia Smart Market si in restul documentatiei contractuale aferente.

Prin intermediul Aplicatiei Smart Market se pot realiza urmatoarele:

- Vizualizarea, cautarea, filtrarea si sortarea Campaniilor pentru care Utilizatorii sunt eligibili - pot fi Campanii generice, Campanii sustenabile dar si Campanii personalizate in functie de mai multe criterii, de exemplu: de comportamentul lor tranzactional, de preferinte, de relatia cu Banca sau de modul de interactiune cu Aplicatia
- Optiunea de a vizualiza pe harta Campaniile din proximitatea locatiei Utilizatorului (daca si-a dat consimtamantul pentru prelucrarea datelor de localizare) sau dintr-o anumita zona relevanta de pe harta, in sectiunea Parteneri
- Vizualizarea pe harta a agentiilor Raiffeisen Bank.
- Activarea Campaniilor si indeplinirea conditiilor pentru castigarea de Recompense in Aplicatie.
- Vizualizarea statusului Campaniilor activate de Utilizator.
- Primirea de Recompense sub forma de Puncte, Vouchere sau Cashback, in urma finalizarii cu succes a Campaniilor.
- Vizualizarea Recompenselor primite de Utilizator in urma indeplinirii cu succes a Campaniilor din Aplicatie, precum si balanta si istoricul tranzactiilor aferent Recompenselor.
- Vizualizarea si descarcarea Voucherelor electronice primite ca Recompensa.
- Optiunea de a schimba Punctele acumulate in alte Recompense de la Parteneri strategici ai Aplicatiei, dar si posibilitatea de a folosi Punctele pentru actiuni sustenabile (de exemplu – plantarea de copaci).
- Virtualizarea Cardurilor de loialitate detinute de Utilizator de la unul sau mai multi Comercianti.

- Alegerea unui avatar pentru profilul din Aplicatie, dintre cele predefinite.
- Selectarea categoriilor si domeniilor preferate.
- Modificarea modului de autentificare in Aplicatie.
- Optiunea de a primi notificari de tip push pentru informatii despre Recomense si noutati sau actualizari ale Aplicatiei - asa cum sunt descrise in prezentul document si conform Politicii de confidentialitate - pentru Utilizatorii care si-au dat consimtamantul in Aplicatie sa primeasca notificari de tip push.
- Selectarea sau modificarea limbii in care se doreste afisarea Aplicatiei: romana sau engleza.
- Inchiderea contului de Utilizator al Aplicatiei Raiffeisen Smart Market.
- Vizualizarea amprentei de carbon individuale.
- Posibilitatea reducerii sau compensarii amprentei de carbon prin actiuni sustenabile (de exemplu, plantarea de copaci) sau prin participarea la campanii sustenabile.
- Deconectarea din aplicatie.

2.1 Cum se poate inrola si isi poate crea cont un Utilizator in Aplicatie?

Pentru instalarea si utilizarea Aplicatiei, Banca nu percepe niciun cost Clientului. Cu toate acestea, Banca isi rezerva dreptul de a percepe in viitor taxe pentru utilizarea Aplicatiei, dar numai dupa transmiterea catre Utilizator a unei notificari scrise, in conformitate cu legislatia in vigoare.

Aplicatia poate fi instalata gratuit din magazinul dedicat – Google Play Store sau App Store, pe dispozitivul mobil detinut de Utilizator, si poate

fi utilizata pe sistemele de operare Android sau iOS (versiunea compatibila a sistemului de operare este indicata pe site-ul Bancii, Sectiunea Smart Market).

Pentru a putea instala Aplicatia si a se inrola in aceasta, Utilizatorul trebuie:
a) Sa detina un dispozitiv mobil cu sistem de operare Android sau iOS (versiunea compatibila a sistemului de operare este indicata pe site-ul Bancii, Sectiunea Smart Market).
b) Sa detina un dispozitiv fara jailbreak sau access root (in caz contrar, Utilizatorului i se afiseaza un mesaj de eroare si trebuie sa schimbe dispozitivul sau sa revina la setarile din fabrica pentru a accesa Aplicatia).
c) Sa detina un dispozitiv conectat la internet si securizat (Screen lock cu PIN sau parola si/sau Biometrie).
d) sa fie eligibil pentru aceasta Aplicatie:

- Sa fie Client persoana fizica al Raiffeisen Bank cu cel putin unul din Serviciile Raiffeisen Smart Mobile sau Raiffeisen Online, active – pentru ca aceasta Aplicatie este destinata Clientilor digitali ai Bancii, cu scopul recunoasterii si loializarii acestora.
- Sa fie titular al cel putin unui cont curent cu card de debit activ atasat (in lei/ USD/ EUR) sau al unui card de credit credit activ emis de Banca – pentru a-i putea oferi Campanii relevante si pentru a-i putea trimite Recompensa castigata.
- Sa aiba 18 ani impliniti la data inrolarii in Aplicatie.
- Sa aiba datele actualizate si aprobate in relatie cu Banca - deschiderea si mentinerea relatiei de afaceri si utilizarea/ contractarea de produse si servicii presupun ca un Client sa isi actualizeze toate informatiile/ documentele comunicate Bancii (ori de cate ori apar modificari sau la solicitarea Bancii, cu o anumita

frecventa stabilita in ani, in conformitate cu normele si procedurile sale si/sau in orice moment, ori de cate ori aceasta considera necesar), sa nu existe neconcordanta intre operatiunile derulate prin conturile sale si profilul sau tranzactional stabilit de Banca, sa fie beneficiarul real al fondurilor ce ii tranziteaza contul, sa nu existe implicarea sa sau a operatiunilor sale in tari identificate de Uniunea Europeana ca avand grad ridicat de risc, deoarece nu dispun de sisteme efective de combatere a spalarii banilor si finantarii terorismului.

- Sa detina o adresa de email de tip personala si un numar de telefon mobil (personal sau de serviciu) active, valide si unice, declarate in relatie cu Banca.

e) Sa isi descarce ultima varianta a Aplicatiei Raiffeisen Smart Market din Google Play Store sau App Store, pe dispozitivul mobil detinut.

f) Sa initieze in Aplicatie procesul de inrolare si de creare a contului Smart Market:

- Sa citeasca Politica de confidentialitate si Politica de cookies (SDK), accesibile din ecranul de start (ce pot fi consultate si aici: https://www.raiffeisen.ro/ro/persoane-fizice/produsele-noastre/digital-banking/smart-market-politica-confidentialitate.html, respectiv aici: https://www.raiffeisen.ro/content/dam/rbi/retail/eu/ro/documents/smart-market-politica-utilizare-sdk.sv.pdf).
- Sa introduca adresa de email si ultimele 3 cifre ale numarului de telefon detinut pentru identificarea sa in baza de date a Bancii – informatii care trebuie sa coincida cu cele declarate de acesta Bancii in cel mai recent formular furnizat de Banca in acest scop.
    - In conditiile in care nu a fost identificat pe baza cheii de identificare (adresa de email si ultimele 3 cifre ale numarului de telefon), Clientul poate incerca reintroducerea lor pentru a se asigura ca sunt corecte, avand la dispozitie maxim 3 incercari;

dupa 3 incercari, daca nu se reuseste identificarea, Clientul este blocat temporar pentru 2 minute si poate reincerca introducerea lor dupa finalizarea acestui termen; daca dupa inca 3 incercari consecutive (6 incercari consecutive in total), Clientul tot nu este identificat, acesta va fi blocat pana a doua zi (00:01 AM), cand poate reveni si reincerca, reluand acelasi proces.

- Clientii identificati pe baza acestor informatii, ca fiind Clienti persoane fizice ai Bancii, primesc un OTP de 6 cifre prin SMS la numarul de telefon personal declarat in relatia cu Banca (introdus in pasul anterior din procesul de inrolare), pentru validarea identitatii lor.
  - In conditiile in care nu a primit SMS-ul prin OTP, sau OTP-ul introdus de Client nu este corect, are optiunea de a solicita retrimiterea unui nou OTP dupa 20 de secunde;
  - in cazul in care OTP-ul nu este validat, un Client poate solicita si reintroduce OTP-ul de maximum 4 ori, ulterior, dupa 4 incercari nereusite, Clientul este blocat pentru 2 minute; dupa 2 minute, poate solicita un nou OTP si il poate reintroduce, avand la dispozitie inca maximum 2 incercari, dupa care este blocat pana a doua zi (00:01 AM).
- Dupa introducerea corecta a acestui OTP, fie manual, fie prin copierea sa din SMS, fie prin functia auto-fill, Clientului i se verifica eligibilitatea pentru un cont Smart Market (se valideaza daca indeplineste conditiile de eligibilitate prezente in acest document) si daca este eligibil, i se creeaza automat contul de Utilizator al Aplicatiei.
  - In conditiile in care nu este identificat ca fiind eligibil din cauza a cel putin unuia din criteriile comunicate, Clientului i se va afisa un ecran ce ii comunica ce conditie de eligibilitate nu este indeplinita si este redirectionat catre pagina ghid din site-ul

www.raiffeisen.ro unde i se comunica cum poate indeplini fiecare conditie si deveni eligibil pentru Smart Market.

- Sa accepte Termenii si conditiile din prezentul document.
- Pentru finalizarea procesului de inrolare, Clientului eligibil i se solicita setarea unui cod PIN din 6 cifre si confirmarea sa pentru logarea ulterioara in Aplicatie. Optional, daca dispozitivul mobil al Clientului este echipat cu optiune de Biometrie (Face ID/ Touch ID), acesta poate opta sa isi seteze si o parola biometrica compatibila cu dispozitivul sau; optiunile de Biometrie precum si codul PIN pot fi modificate ulterior inrolarii, din setarile Aplicatiei. Varianta de logare aleasa, cu PIN si eventual Face ID/ Touch ID vor fi cele utilizate dupa inrolare, pentru fiecare autentificare ulterioara in Aplicatie, exceptie fac cazurile descrise la pct. 2.2. Banca nu prelucreaza datele biometrice din Sistemul biometric ale dispozitivului mobil al Utilizatorului cum sunt amprenta digitala si imaginea faciala ale Utilizatorului. Aceste date si modelele biometrice asociate acestora sunt si raman stocate pe dispozitivul mobil pe care Utilizatorul isi instaleaza Aplicatia si se supun regulilor de prelucrare, inregistrare, stocare, comparare stabilite si comunicate prin intermediul dispozitivului respectiv.
- Optional, Utilizatorul poate alege sa isi exprime consimtamintele pentru primirea notificarilor de tip push si pentru geo-localizare (respectiv, colectarea datelor de localizare. Exprimarea acestor consimtaminte nu este obligatorie pentru inrolare. Utilizatorul poate sa-si actualizeze optiunile oricand ulterior inrolarii, din setarile Aplicatiei si din setarile sistemului de operare al telefonului. Pentru a permite primirea notificarilor de tip push, respectiv pentru geo-localizare, Utilizatorul trebuie, in mod cumulativ, sa-si exprime consimtamantul in Aplicatie si sa realizeze setarile corespunzatoare la nivelul sistemului de operare al telefonului utilizat. In lipsa celor doua actiuni cumulative, Banca nu va trimite notificari de tip push si

nu va colecta date de localizare ale Utilizatorului pentru utilizarea lor in campanii personalizate.

- Dupa validarea Clientului si crearea contului Smart Market, datele Utilizatorului sunt prelucrate conform celor descrise in Politica de Confidentialitate si in Politica de cookies.
- Daca Utilizatorul a primit un Cod de invitatie de la un alt Utilizator al Aplicatiei, il poate introduce DOAR in aceasta faza de inrolare; daca se valideaza Codul de invitatie introdus, acesta precum si Utilizatorul care l-a invitat, primesc in Aplicatie Recompensa comunicata, cf. Art. 2.7.

Un Client persoana fizica eligibil poate detine un singur cont de Utilizator al Aplicatiei Smart Market. Aplicatia va fi folosita exclusiv de Utilizator, fiind interzisa transmiterea ei sau a credentialelor de acces catre o terta persoana.

Periodic, in mod automat, datele actualizate ale Clientului se vor prelua din sistemele Bancii in aplicatia Smart Market, in vederea optimizarii Ofertelor prezentate acestuia in Aplicatie.

Clientul intelege si este de acord ca este responsabil pentru pastrarea confidentialitatii si protejarea securitatii informatiilor/ datelor privind accesarea si utilizarea Aplicatiei.

Clientul se obliga sa notifice Raiffeisen Bank imediat, fara intarzieri nejustificate, atunci cand sesizeaza lipsa, furtul, insusirea ilegala sau utilizarea neautorizata a informatiilor/ datelor privind accesarea si utilizarea Aplicatiei, precum si a dispozitivului mobil utilizat. De asemenea, ii revine obligatia sa notifice Raiffeisen Bank imediat, fara intarzieri nejustificate, cu privire la orice alta incalcare a confidentialitatii/ securitatii Aplicatiei de care are cunostinta.

Raiffeisen Bank recomanda de asemenea Utilizatorilor sa nu divulge sub nicio forma metoda de deblocare a dispozitivului si sa nu dezvaluie parola Aplicatiei altor persoane, cu exceptia celor autorizate de acestia; permitand unor terti acces la dispozitivul mobil sau la parola Aplicatiei, acestia isi asuma responsabilitatea pentru toate actiunile efectuate astfel in Aplicatie si pentru pierderea sau utilizarea de catre terte persoane a Recompenselor si Cardurilor virtuale din Aplicatie.

2.2 Cum te autentifici pentru accesarea si utilizarea Aplicatiei Smart Market

Pentru accesarea Aplicatiei de fiecare data dupa inrolare, la 60 de minute dupa inactivitatea Utilizatorului in Aplicatie, acesta trebuie sa se autentifice utilizand codul PIN sau Sistemul biometric (Face/ Touch ID) daca acesta este setat pentru Aplicatia Smart Market. In conditiile in care Utilizatorul are optiunea Biometrica setata, aceasta va fi solicitata cu prioritate pentru deblocare, urmata de cea cu PIN.

Din motive de securitate, in anumite conditii listate mai jos, va fi necesar sa re-validam identitatea si eligibilitatea Utilizatorului, solicitandu-i la logare sa introduca adresa de email si ultimele 3 cifre ale telefonului mobil utilizate in relatie cu Raiffeisen Bank, urmate de cele 6 cifre ale OTP-ul primit prin SMS la numarul declarat in relatie cu Banca. Ca pas final va trebui sa isi seteze un nou cod PIN si optional Face/ Touch ID. Cazurile in care un Utilizator ajunge in acest proces de logare pot fi cele in care acesta:

a. nu are setata si optiunea de autentificare Biometrica si introduce PIN-ul gresit timp de 3 ori consecutiv, ceea ce va duce

la blocarea temporara a accesului Utilizatorului in Aplicatie din motive de securitate;
b. introduce PIN-ul gresit de 3 ori consecutiv;
c. are setata si optiunea de autentificare Biometrica si introduce gresit amprenta sau nu i se realizeaza autentificarea faciala de un numar de ori fix (conform termenilor sistemului de operare instalat pe dispozitivul Utilizatorului), se va activa optiunea de autentificare cu PIN unde are doar 3 incercari consecutive pana la blocarea temporara a accesului Utilizatorului in Aplicatie din motive de securitate;
d. nu mai acceseaza Aplicatia timp de 90 de zile consecutive;
e. isi schimba dispozitivul mobil pe care reinstaleaza Aplicatia;
f. isi sterge si reinstaleaza Aplicatia mentinandu-si contul activ in tot acest timp;
g. isi uita PIN-ul si opteaza pentru resetarea lui;
h. isi inchide Aplicatia din sistemul de operare al telefonului mobil;
i. i se deblocheaza contul Smart Market (dupa ce a fost blocat la initiativa Clientului sau a Bancii).

La fiecare autentificare, vom verifica daca se mentin conditiile de eligibilitate de la inrolare si daca utilizatorul are activa utlima versiune critica a Aplicatiei:

- Daca nu se mai respecta conditiile de eligibilitate, contul va fi blocat pana la indeplinirea conditiilor.
- In conditiile in care un Utilizator nu detine ultima versiune critica, i se va afisa un pop-up pe ecranul dispozitivului, care nu ii permite continuarea procesului. Fara actualizarea Aplicatiei, Clientul nu va putea continua utilizarea acesteia.

- In conditiile in care un Utilizator nu detine ultima varianta non-critica lansata de Banca, va aparea o bulina albastra langa iconita de setari din ecranul "Profil" si langa optiunea de "Actualizare Aplicatie" (in ecranul "Setari"), unde va avea si optiunea de actualizare a versiunii. In situatia aceasta, clientul va putea utiliza in continuare Aplicatia si fara a o actualiza.

Accesul unui Utilizator in Smart Market ar putea fi restrictionat in cazul in care:

- Nu se mai respecta conditiile de mai sus.
- Sau activitatea acestuia in Aplicatie ar putea afecta sau aduce pagube sub orice forma Aplicatiei, Bancii, Partenerilor sau Utilizatorilor.
- Sau in cazul in care incalca in orice fel Termenii si Conditiile sau Regulamentul.

In aceste situatii, daca doreste sa obtina mai multe informatii cu privire la restrictionarea accesului, poate contacta Banca prin sectiunea de "Ai nevoie de ajutor" din Aplicatie, sau apeland oricare din cele 2 numere de telefon mentionate in Sectiunea 10 a prezentului document.

2.3 Cum poate participa un Utilizator intr-o Campanie si accesa o Oferta?

O Campanie reprezinta o Oferta sau o promotie, care functioneaza conform unui mecanism detaliat in Regulamentul General al Aplicatiei, si in detaliile Campaniei din Aplicatie, si care aduce Utilizatorului Recompense la indeplinirea conditiilor acesteia.

Campaniile prezentate in Smart Market pot fi limitate in cantitate si in timp.

Campaniile accesibile in aceasta Aplicatie sunt:
a) ale Comerciantilor, Parteneri contractuali ai Raiffeisen pentru Aplicatia Smart Market - cu Recompense instant sau cu indeplinirea anumitor conditii conform Regulamentului, de exemplu dar fara a se limita la:

- Oferte promotionale de achizitie ale produselor/serviciilor lor, recurente sau cu anumite ocazii/ zile speciale;
- Campanii de loializare ale Utilizatorilor;
- Campanii cu trageri la sorti;
- Campanii declansate de un eveniment sau locatie relevanta a Utilizatorului;
- Campanii sustenabile oferite de Comercianti responsabili

b) ale Bancii - Campanii cu Recompense instant sau cu indeplinirea anumitor conditii conform Regulamentului, de exemplu dar fara a se limita la:

- Oferte promotionale de achizitie sau utilizare a produselor/ serviciilor Raiffeisen financiar-bancare;
- Campanii sustenabile derulate de Raiffeisen Bank
- Campanii de loializare a Clientilor;
- Campanii cu tragere la sorti;
    - Campanii declansate de un eveniment sau locatie relevanta a Utilizatorului;
- Campanii de tip “Invita un prieten”/ “Member get Member” (invita un prieten si castigati amandoi);
- Campanii de activare si crestere a interactiunii Utilizatorului in raport cu Aplicatia sau Banca;

Pentru a accesa o Campanie, Utilizatorul trebuie sa:

- Vizualizeze lista de Campanii destinate lui in sectiunea “Descopera”
  - Aici va regasi campaniile generice pentru care este eligibil
  - In anumite momente, utilizatorul poate vizualiza si campanii personalizate, marcate cu iconita “Pentru tine”. Acestea sunt campanii personalizate, pe baza mai multor criterii, de exemplu, pe baza categoriilor preferate selectate de acesta in Aplicatie sau pe baza comportamentului tranzactional al Utilizatorului, al relatiei cu Banca si serviciile sale, al activitatii in Aplicatie, precum si a locatiei Utilizatorului, dupa caz; daca la momentul accesarii aplicatiei, Banca nu detine nicio informatie relevanta pentru a identifica o Campanie personalizata adresata Utilizatorului, acesta nu va vizualiza aici nicio campanie cu aceasta iconita specifica.
  - Totodata poate vizualiza Campanii sustenabile marcate specific cu iconita distincta; acestea se regasesc si in sectiunea „Profil”, in cadrul sub-sectiunii „Grija pentru mediu” si reprezinta Oferte la produsele si serviciile sustenabile furnizate fie de Comercianti fie de Banca in Aplicatie.
  - In plus, are optiunea de a vizualiza campaniile sub forma de lista derulanta sau optiunea “Tile”;
  - Pentru vizualizarea sub forma de lista sau “Tile”, are optiunea de a filtra, sorta sau cauta Campaniile.
  - Campaniile disponibile pentru un Utilizator pot diferi de cele vizualizate de alti Utilizatori ai Aplicatiei, intrucat pot fi create pentru a fi relevante pentru fiecare Utilizator in parte si sunt personalizate in functie de mai multe criterii, de exemplu, preferintele acestuia, comportamentul

tranzactional, statutul de Client Raiffeisen, activitatea pe care o are in Aplicatie (daca isi exprima consimtamantul pentru acest scop, atunci cand aceasta functionalitate va fi disponibila in Aplicatie), si eventual de locatia sa (daca isi exprima consimtamantul pentru geo-localizare).

- Vizualizeze Campaniile si Partenerii pe harta; daca si-a exprimat consimtamantul pentru geo-localizare (cf. Art 2.1), Utilizatorul vede si pozitia sa pe harta si Campaniile disponibile din jurul sau, precum si localizarea agentiilor Raiffeisen din proximitate; aici are optiunea de a selecta directionarea catre acele locatii, prin aplicatiile disponibile in dispozitivul detinut.
- Vizualizeze detaliile unei Campanii si sa citeasca atent toate conditiile, dand tap pe Campania dorita; acest tap va deschide un ecran cu detaliile Campanie ce contine: numele acesteia, Comerciantul/ Partenerul, o imagine reprezentativa, descrierea sa cu detaliile si mecanismul, valabilitatea, anumite conditii ale Campaniei, Recompensele ce sunt oferite si linkul catre Regulamentul General.
- Pentru a participa si a se inscrie in Campanie, Utilizatorul trebuie sa o activeze, apasand in ecranul de detalii, pe butonul "Activeaza".
    - Dupa activarea confirmata, Campania este acum vizibila in sectiunea "Campaniile mele" unde Utilizatorul poate vedea statusul si progresul acesteia in sub-sectiunea "Activate" pana la finalizarea ei, cand se muta in sub-sectiunea "Castigate";

Dupa activarea Campaniei, pentru primirea Recompensei aferente acesteia, Utilizatorul trebuie sa:

- indeplineasca cu succes conditiile mentionate in detaliile Campaniei si Regulamentul General, in termenul de valabilitate al acesteia si in limita stocului de Recompense disponibil - daca este

o Campanie conditionata conform mecanismului acesteia (ex: sa achizitioneze un produs/ sa faca o tranzactie la un anumit Comerciant sau cu un anume card / sa utilizeze un produs bancar etc – mai multe detalii in Regulamentul General); dupa validarea respectarii conditiilor Campaniei, Utilizatorul va primi si vizualiza Recompensa in sectiunea "Recompense";

- daca este o Campanie cu Recompensa instant, Utilizatorul va primi Recompensa direct dupa activarea Campaniei in termenul de valabilitate al acesteia si in limita stocului de Recompense disponibile, si o va putea accesa si viualiza in sectiunea "Recompense".

Daca Utilizatorii doresc sa fie anuntati prin notificare de tip push in momentul castigarii fiecarei Recompense, este nevoie sa isi exprime consimtamantul pentru primirea acestor notificari prin Aplicatie, cf Art. 2.2.

O recompensa va fi oferita numai pentru indeplinirea cu succes a conditiilor Campaniei, conform descrierii acesteia si a Regulamentului, in perioada de valabilitate a Campaniei si in limita stocului de Recompense disponibil.

2.4 Ce Recompense poti castiga in Aplicatie?

Recompensele sunt beneficiile pe care Utilizatorul le primeste in Aplicatie, in urma indeplinirii cu succes a conditiilor unei Campanii, sau a activarii unei Campanii instant, conform Regulamentului si cum este detaliat procesul in Art 2.3. Exista mai multe tipologii de Recompense in Aplicatia Smart Market, in functie de fiecare Campanie:

a) Voucherele:

- Sunt cupoane electronice, utilizabile direct din Aplicatie (sectiunea "Recompense") sau din dispozitivul mobil daca au fost in prealabil salvat pe acesta.
- Au mai multe mecanisme de utilizare: cu cod de bare/ cod numeric/ cod QR/ fara cod in format pdf.
- In functie de termenii fiecarui Voucher, poate fi utilizat online pe site-ul Comerciantului sau in magazinul/ punctul de desfasurare fizic al acestuia.
- Acestea pot oferi mai multe tipologii de Recompense:
    - Cu discount (reducere) in suma fixa in lei - Voucher pe care Utilizatorul il poate folosi la urmatoarea tranzactie la Comerciantul care il ofera, pentru a i se scadea valoarea inscrisa pe Voucher din totalul de plata sau totalul produselor/serviciilor la care se aplica discount-ul, in conformitate si cu respectarea conditiilor de utilizare mentionate in regulament si in detaliile Voucherului.
    - Cu discount procentual din tranzactie - Voucher pe care il poate folosi la urmatoarea tranzactie la Comerciantul care il ofera, scazandu-se procentul inscris pe Voucher din totalul de plata sau totalul produselor/ serviciilor la care se aplica discount-ul, in conformitate si cu respectarea conditiilor de utilizare mentionate in Regulament si in detaliile Voucherului.
    - Cu un premiu/ beneficiu gratuit – Voucher pe care il poate prezenta Comerciantului care il ofera, pentru a primi de la acesta beneficiul gratuit inscris pe Voucher, in conformitate si cu respectarea conditiilor de utilizare mentionate in Regulament si in detaliile Voucherului.

- In plus, Banca pune la dispozitie si **Vouchere speciale** ce pot fi achizitionate in Aplicatie cu Punctele Smart Market castigate la Campaniile cu Puncte (detaliate la Art 2.5).

b) Cashback-ul:

- Este Recompensa primita in urma finalizarii cu succes a unei Campanii cu Cashback in Aplicatia Smart Market, in urma careia Utilizatorul va primi inapoi suma de bani aferenta Campaniei.
- Sumele pe care trebuie sa le primeasca in urma finalizarii Campaniilor de acest tip, in urma tranzactiilor decontate eligibile conform Regulamentului si detaliilor din Aplicatie, sunt afisate si se cumuleaza in contul virtual (balanta) de Cashback din Aplicatie (din sectiunea „Recompense" >> "Cashback" sau din Sectiunea „Profil"), de la primirea lor si pana in momentul transferului acestora in contul Clientului.
- In a patra zi lucratoare a lunii, suma cumulata in contul virtual de Cashback in decursul lunii precedente, se va transfera in contul curent in lei al Utilizatorului deschis la Raiffeisen, cont eligibil pentru cashback conform Regulamentului, iar balanta din Aplicatie se va actualiza prin scaderea acestei sume transferate.

c) Punctele Smart Market:

- sunt Punctele valabile doar in Aplicatia Smart Market, ce sunt castigate de Utilizatori in urma finalizarii cu succes a unor Campanii ale Bancii cu Recompensa in Puncte.

Acestea pot fi cumulate si convertite la cererea Utilizatorului prin Aplicatie, in Vouchere speciale valorice doar in momentul in care Utilizatorul a ajuns la unul din nivelele/ pragurile valorice, conform Regulamentului si informatiilor din prezentul document (Art. 2.5).

Utilizatorul are la dispozitie Vouchere speciale cu valori diferite de la Comerciantii listati in Aplicatie in sectiunea "Puncte" >> "Foloseste Punctele".
Totodata punctele pot fi utilizate pentru actiuni sustenabile (de exemplu, plantarea de copaci).
Punctele acumulate in aplicatie au o data de expirare ce este comunicata Utilizatorului in aplicatie in sectiunea Recompense – Puncte. Dupa data de expirare, Utilizatorul nu le va mai putea folosi si nici opta pentru contravaloarea punctelor in bani/bunuri sau utilizarea lor in afara Aplicatiei Smart Market.

d) Voucherele speciale:

- Sunt Voucherele pe care Utilizatorul le obtine in urma utilizarii Punctelor castigate in Aplicatia Smart Market – conform detalierii din Art. 2.4 a) si 2.5 c)

2.5. Cum pot fi accesate si valorificate Recompensele primite?

Pentru a vizualiza si beneficia de Recompensa primita, un Utilizator trebuie sa efectueze urmatorii pasi:
a) In cazul Recompenselor de tip **Voucher:**

- Finalizarea cu succes a unei Campanii cu Recompensa de tip Voucher sau schimbarea unui numar de Puncte detinut, pentru un Voucher, in termenul de valabilitate mentionat si in limita stocului de Recompense disponibil.
- Accesarea Voucherului primit, din sectiunea "Recompense" >> "Vouchere" >> "Vouchere disponibile", dand click pe bannerul corespunzator acestuia.
  - In Sectiunea "Recompense", sub-sectiunea "Vouchere" sunt afisate informatii despre Voucherele primite in urma

Campaniilor cu Vouchere sau a schimbarii Punctelor in Vouchere speciale prin Aplicatia Smart Market.

- Sub-sectiunea aceasta este la randul sau structurata in functie de statusul Voucherelor obtinute, in 2 zone distincte: "Vouchere disponibile" (lista Voucherelor primite de Utilizator si care se incadreaza in termenul de valabilitate comunicat in Campanie, cu optiune de sortare in functie de brand si data expirarii) si "Vouchere expirate" (lista Voucherelor primite de Utilizator si care au expirat in ultimele 30 de zile).
- In fiecare din cele 2 zone sau sub-sectiuni, Utilizatorul poate accesa fiecare Voucher pentru a vizualiza detaliile acestuia; accesarea Voucherului se face dand click pe el; astfel vor fi afisate urmatoarele informatii: denumire si descriere Voucher, denumire Comerciant la care poate fi utilizat, valoare, cod (daca este necesar pentru utilizarea sa), Termeni si conditii, modalitate de utilizare, istoricul actiunii in urma careia a fost primit Voucherul.
- Deschiderea Voucherului electronic prin click pe bannerul aferent acestuia (din sectiunea „Recompense" >> "Vouchere" >>"Vouchere disponibile") si eventual descarcarea Voucherului pdf in dispozitivul mobil detinut de Utilizator – pentru Vouchere fara cod de bare/ numeric/ QR, ce in loc de acest cod in ecranul de detalii, afiseaza iconita specifica fisierelor de tip pdf si buton "Deschide voucher";

- In cazul primirii mai multor vouchere de acelasi tip de la acelasi comerciant, utilizatorul le va vizualiza pe fiecare separat in lista afisata in sectiunea Vouchere.
- Utilizarea la urmatoarea tranzactie la comericantul care a oferit Voucherul, in perioada valabilitatii Voucherului si a conditiilor

mentionate in detaliile acestuia – in conditiile in care acesta poate fi utilizat doar intr-o locatie fizica /magazin fizic:

- In cazul unui Voucher cu cod de bare/ numeric/ QR: prezentarea comerciantului a Voucherului din Aplicatie (sectiunea "Recompense" >> "Vouchere" >> "Vouchere disponibile">> detalii Voucher); nu este necesara printarea Voucherului sau trimiterea acestuia, insa codul trebuie sa fie vizibil si lizibil de catre vanzator/ sistemul de scanare;
- In cazul unui Voucher tip pdf cu sau fara cod de bare/ numeric/ QR: prezentarea comerciantului a Voucherului pdf din Aplicatie (sectiunea "Recompense" >> "Vouchere" >> "Vouchere disponibile" >> detalii Voucher >> buton "Deschide voucher") sau din telefon daca a fost salvat anterior; nu este necesara printarea Voucherului sau trimiterea acestuia, insa codul trebuie sa fie vizibil si lizibil de catre vanzator/ sistemul de scanare al Comerciantului;

- Sau utilizarea la urmatoarea achizitie/ comanda online pentru un produs/ serviciude pe site-ul Comerciantului care a oferit Voucherul, in perioada valabilitatii acestuia – in conditiile in care acesta poate fi utilizat doar online, pe website-ul Comerciantului:
  - In cazul unui Voucher cu cod de bare/ numeric/ QR: inserarea codului prezent pe Voucher;
  - In cazul unui Voucher tip pdf cu cod de bare/ numeric/ QR inscris pe acesta: inserarea pe site-ul Comerciantului in campul specific, a codului inscris pe Voucherului pdf din Aplicatie (sectiunea "Recompense" >> "Vouchere" >> "Vouchere disponibile" >> detalii Voucher) sau din telefon daca a fost salvat anterior;
  - In cazul unui Voucher tip pdf fara cod de bare/ numeric/ QR inscris pe acesta: utilizarea acestuia pe site-ul

Comerciantului, conform indicatiilor si mecanismului specific acelui Comerciant, inscris in detaliile Voucherului;

- Utilizarea codului trebuie sa respecte conditiile si indicatiile inscrise in detaliile Voucherului si in Regulament;
- Primirea Recompensei care poate fi ori sub forma de discount (suma fixa sau procent) din respectiva tranzactie/ achizitie la Comerciant, ori ca produs/ serviciu gratuit oferit de acesta ca premiu, conform informatiilor inscrise pe Voucher si in Regulament.
- Utilizarea Voucherului direct la Comerciantul Partener. Tranzactiile efectuate de o companie care intermediaza vanzarea respectivelor produse si/sau servicii nu vor oferi dreptul de a beneficia de suma aferenta Voucherului (de ex.: agregatoare de oferte, agentii/ companii care intermediaza serviciile Partenerului etc.).
- Voucherele trebuie utilizate in termenul de valabilitate comunicat pe acestea sau in ecranul cu detaliile lor.
- Voucherele nu sunt transmisibile catre alte persoane.
- Utilizatorii nu au optiunea de a primi contravaloarea acestora in bani.
- Voucherul va fi validat si acordat numai luand in considerare urmatoarele conditii:
    - Sunt respectate toate conditiile Campaniei inscrise in Regulament si detaliile Campaniei.
    - Daca exista conditie de tranzactionare, se verifica daca suma este platita cu cardul eligibil Campaniei, al carei titluar este Utilizatorul.
    - Daca tranzactia care a generat Recompensa, a fost decontata, nu a fost anulata/ invalidata, nu s-a facut returul produselor sau nu s-a refuzat livrarea acestora de catre Utilizator sau Comerciant.

- Daca tranzactia care genereaza Recompensa este efectuata pentru plata completa a produselor/ serviciilor achizitionate; Recompensa nu se aplica platilor efectuate partial de catre Utilizatori (de ex: o plata partiala cu cardul eligibil Campaniei al carei titluar este Utilizatorul etc), sau produselor/ serviciilor care nu intra in promotie, conform Regulamentului si detaliilor Campaniei afisate in Aplicatie.
- Sunt considerate tranzactii eligibile pentru plata recompensei tranzactiile efectuate la comerciantii din Romania si din strainatate (prin intermediul dispozitivelor POS/EPOS sau pe internet), inclusiv plata facturilor de utilitati prin intermediul cardului. Nu sunt eligibile urmatoarele tipuri de tranzactii: (i) tranzacţii de retragere numerar sau asimilate unei retrageri de numerar, (ii) tranzactiile efectuate cu cardul ce reprezenta de fapt transferuri de bani catre banci sau institutii financiare (ex. alimentari de conturi curente si nici sau rambursarile de credite sau alte operatiuni asimilate creditelor).

In cazul in care decontarea tranzactiilor aferente primirii Recompensei se va face cu intarziere de catre Comerciant, se va inregistra la randul ei si o intarziere de inregistrare, validare precum si transfer a Recompensei.

b) In cazul Recompenselor de tip **Cashback:**

- Finalizarea cu succes a unei Campanii cu Recompensa de tip Cashback, in termenul de valabilitate al acesteia si in limita stocului de Recompense disponibile.

- Validarea si decontarea tranzactiei care a generat Cashback-ul.
- Vizualizarea informatiei despre Cashback-ul castigat in sectiunea "Recompense" >> „Cashback", unde Utilizatorul poate consulta:
  - Balanta totala a Cashback-ului castigat pana la momentul respectiv, existent in contul de Cashback virtual al Utilizatorului din Aplicatie dupa decontarea tranzactiilor care l-au generat; acest Cashback virtual il va primi in a 4-a zi lucratoare a urmatoarei luni, in contul curent in lei, cu card de debit atasat, deschis la Raiffeisen, al carui Titular este Utilizatorul; aceasta informatie se regaseste si in sectiunea "Profil";
  - Istoricul tranzactiilor aferente Cashback-ului (Castigarea Cashback-ului, transferul/ primirea acestuia in contul Raiffeisen, ajustarile manuale);
- In a 4-a zi lucratoare a fiecarei luni, Utilizatorului i se va transfera valoarea acumulata din contul de Cashback virtual, in contul curent in lei cu card de debit atasat eligibil pentru cashback, al carui Titular este Utilizatorul
  - Cashback-ul este nominal si ii apartine Utilizatorului in calitate de persoana fizica. Asta inseamna ca acesta nu va putea indica alte persoane sau un cont bancar diferit de cel mentionat mai sus pentru transferul Cashback-ului.
- In momentul transferului Cashback-ului in contul curent al Utilizatorului, balanta Cashback-ului din Aplicatie (ecranul "Recompense" sau "Profil") va fi ajustata cu suma transferata in contul curent. Valoarea sumei aferente Recompenselor de tip Cashback va fi validata si calculata numai luand in considerare urmatoarele conditii:

- Sunt respectate toate conditiile Campaniei inscrise in Regulament si detaliile Campaniei.
- Suma este platita cu Cardul eligibil Campaniei cu Cashback, al carei titluar este Utilizatorul si este decontata la data calcularii si validarii Cashback-ului.
- Daca tranzactia care a generat Recompensa, a fost decontata, nu a fost anulata/ invalidata, nu s-a facut returul produselor, sau nu s-a refuzat livrarea acestora de catre Utilizator sau Comerciant.
- Recompensa nu se aplica platilor efectuate partial de catre Utilizatori (de ex: o plata partiala cu cardul eligibil Campaniei al carei titluar este Utilizatorul etc), sau produselor/ serviciilor care nu intra in promotie, cf Regulamentului si detaliilor Campaniei afisate in Aplicatie.
- Sunt considerate tranzactii eligibile pentru plata recompensei tranzactiile efectuate la comerciantii din Romania si din strainatate (prin intermediul dispozitivelor POS/EPOS sau pe internet), inclusiv plata facturilor de utilitati prin intermediul cardului. Nu sunt eligibile urmatoarele tipuri de tranzactii: (i) tranzacţii de retragere numerar sau asimilate unei retrageri de numerar, (ii) tranzactiile efectuate cu cardul ce reprezenta de fapt transferuri de bani catre banci sau institutii financiare (ex. alimentari de conturi curente si nici sau rambursarile de credite sau alte operatiuni asimilate creditelor).
- Pentru transferul Cashback-ul castigat, prin acceptarea acestor Termeni si conditii, Utilizatorul permite accesul si creditarea contului bancar in lei cu card de debit atasat al carui titular este (cel mai recent cont de acest tip, deschis in

relatie cu Banca). La momentul transferului Cashback-ului in acest cont, trebuie sa fie permisa creditarea si accesarea acestuia, altfel Cashback-ul nu va fi transferat si va fi anulat (Banca va incerca o singura data creditarea contului Clientului).

In cazul in care decontarea tranzactiilor aferente primirii Recompensei se va face cu intarziere de catre Comerciant, se va inregistra la randul ei si o intarziere de inregistrare, validare precum si transfer a Recompensei.

c) In cazul Recompenselor de tip **Puncte Smart Market**

- Finalizarea cu succes a unei Campanii cu Recompensa de tip Puncte, in termenul de valabilitate al acesteia si in limita stocului de Recompense disponibil.
- Vizualizarea informatiei despre Punctele castigate in sectiunea "Recompense" >> „Puncte", unde Utilizatorul poate consulta:
  - Balanta totala a Punctelor castigate in Aplicatie, disponibile pentru utilizare la momentul accesarii acestei sectiuni; aceasta informatie se regaseste si in sectiunea "Profil";
  - Istoricul tranzactiilor aferente Punctelor (primirea Punctelor, transformarea lor in Vouchere speciale, utilizarea lor in actiuni sustenabile precum plantarea de copaci, ajustarile manuale, precum si expirarea punctelor);
- Acumularea Punctelor pana ajunge la unul din nivelele eligibile pentru conversie asa cum sunt ele mentionate in Regulament sau in Aplicatie.
- Folosirea punctelor castigate in aplicatie pana la data de expirare asa cum este ea comunicata in aplicatie.

- Pentru schimbarea Punctelor in Vouchere speciale sau pentru utilizarea Punctelor in cadrul unor actiuni sutenabile (plantarea de copaci), o data ce a ajuns la unul din nivelele de mai sus, Utilizatorul poate accesa sectiunea „Recompense" >> „Puncte" sau „Profil" si sa dea click pe butonul „Foloseste Punctele".
- In ecranul „Foloseste Punctele", isi va alege fie Voucherul dorit pentru care este eligibil prin cuantumul Punctelor detinute, va confirma tranzactia si va primi Voucherul in sectiunea "Recompense" >> tab "Voucher" sau va alege sa contribuie la una din actiunile sustenabile disponibile
  - In cazul in care selecteaza un Voucher sau sa contribuie la actiuni sustenabile dar nu detine suficiente Puncte, va putea sa vizualizeze detaliile neputand sa finalieze conversia punctelor.
  - Voucherul primit va putea fi utilizat similar cu restul Voucherelor – conform Art. 2.5, pct. a)
  - Informatiile despre copacii solicitati pentru a fi plantati in baza contributiei lor precum si impactul pozitiv generati de acestia vor fi afisate in sectiunea „Profil", sub-sectiunea „Grija pentru mediu"; copacii vor fi plantati conform Regulamentului.
- Numarul de Puncte utilizate pentru conversia lor in Vouchere sau pentru contributia la actiunile sustenabile, se va scadea din balanta afisata in Aplicatie, in sectiunea „Recompense" >> „Puncte" sau „Profil".

- Valoarea Punctelor va fi validata si calculata numai luand in considerare urmatoarele conditii:
  - Sunt respectate toate conditiile Campaniei inscrise in Regulament si detaliile Campaniei.

- Daca exista conditie de tranzactionare, se verifica daca suma este platita cu cardul eligibil Campaniei cu Puncte, al carui titluar este Utilizatorul.
- Daca tranzactia care a generat Recompensa a fost decontata, nu a fost anulata/ invalidata, nu s-a facut returul produselor, sau nu s-a refuzat livrarea acestora de catre Utilizator sau Comerciant.
- Recompensa nu se aplica platilor efectuate partial de catre Utilizatori (de ex: o plata partiala cu cardul eligibil Campaniei al carei titluar este Utilizatorul etc), sau produselor/ serviciilor care nu intra in promotie, conform Regulamentului si detaliilor Campaniei afisate in Aplicatie.
- Sunt considerate tranzactii eligibile pentru plata recompensei tranzactiile efectuate la comerciantii din Romania si din strainatate (prin intermediul dispozitivelor POS/EPOS sau pe internet), inclusiv plata facturilor de utilitati prin intermediul cardului. Nu sunt eligibile urmatoarele tipuri de tranzactii: (i) tranzacţii de retragere numerar sau asimilate unei retrageri de numerar, (ii) tranzactiile efectuate cu cardul ce reprezenta de fapt transferuri de bani catre banci sau institutii financiare (ex. alimentari de conturi curente si nici sau rambursarile de credite sau alte operatiuni asimilate creditelor).

- Utilizatorul nu poate opta pentru contravaloarea Punctelor in bani sau utilizarea lor in afara Aplicatiei Smart Market.

In cazul in care decontarea tranzactiilor aferente primirii Recompensei se va face cu intarziere, se va inregistra la randul ei si o intarziere de inregistrare, validare precum si transfer a Recompensei.

In anumite conditii, o Recompensa poate fi invalidata si retrasa de Banca din contul Aplicatiei (pentru Vouchere, Puncte, Cashback virtual), respectiv contul Raiffeisen in functie de caz (pentru Cashback), ulterior oferirii acesteia, conform Termenilor si Regulamentului, daca Banca sesizeaza nerespectarea conditiilor ulterior primirii acesteia; de exemplu dar fara a se limita la acestea: tranzactia care a generat Recompensa a fost anulata, livrarea acesteia a fost refuzata, produsul achizitionat a fost returnat. Pentru aceste situatii, in scopul ajustarii Recompensei oferite pentru care nu s-au respectat conditiile stipulate in Regulament sau Aplicatie, Utilizatorul permite accesul la contul bancar in lei sau contul Aplicatiei in care s-a oferit Recompensa – permisiune acordata implicit prin acceptarea acestor Termeni si conditii.

Daca aceste nereguli sunt sesizate pana la momentul oferirii Recompensei, aceasta nu va mai fi validata si acordata, conform acestor Termeni si conditii si a Regulamentului General.

2.6 Cum pot fi virtualizate Cardurile de loializare de la Comercianti?

Un Utilizator isi poate virtualiza Cardurile de loialitate detinute de acestia de la diverse companii/ Comercianti (Parteneri sau nu in Aplicatie), pentru a le pastra intr-o singura Aplicatie detinuta in telefonul mobil, fara a mai pastra dupa el cardurile fizice.

Cum poate un Utilizator sa isi virtualizeze si utilizeze cardurile fizice de loialitate detinute la diversi Comercianti:

- Sa acceseze Aplicatia Smart Market, sectiunea “Cardurile tale de loialitate” din ecranul “Profil”.
- Sa adauge un Card nou apasand pe “Adauga card”.

- Sa adauge numele Cardului – cel care apare pe Card, sau numele Comerciantului care l-a emis.
- Sa adauge numarul Cardului – scanandu-i codul (QR/ cod de bare) imprimat pe acesta sau introducand numarul inscris pe acesta.
    - In conditiile in care codul de bare sau QR-ul nu se pot scana sau nu sunt recunoscute de scanner, numarul scris sub acestea se poate introduce manual.
    - Numarul introdus manual trebuie sa aiba doar caractere numerice si sa contina cel putin 8 cifre; daca nu are, se pot adauga unul sau mai multe 0-uri la inceputul codului.
    - Un Utilizator nu poate salva 2 sau mai multe Carduri cu acelasi numar de Card.
- Sa salveze Cardul continand cel putin numele si numarul acestuia
    - numele si numarul sunt campuri obligatorii pentru salvarea Cardului.

Dupa salvarea Cardurilor, Utilizatorii au optiunea ca in aceeasi sectiune, sa:

- Isi vizualizeze Cardurile detinute salvate anterior.
- Isi editeze sau sa isi stearga stearga Cardurile salvate.

Pentru utilizarea unui Card de loialitate virtualizat, la un Comerciant, Utilizatorul trebuie sa:

- Se deplaseze la punctul de lucru/ magazinul Comerciantului care l-a emis sau sa acceseze site-ul Comerciantului (daca acest Card virtual poate fi folosit si pentru achizitii online de pe site-ul Comerciantului).
- Sa il prezinte comerciantului pentru scanarea lui sau sa ii citeasca codul din Aplicatie; sau sa il insereze pe site la momentul achizitie - in functie de modul de utilizare al acestuia.

- Sa il utilizeze conform mecanismul specific, regulamentului sau termenilor Comerciantului - ce reglementeaza Cardurile de loialitate respective.

Daca Utilizatorul isi va schimba dispozitivul si isi va instalata Aplicatia Smart Market pe dispozitivul nou, el isi va putea vizualiza in continuare toate Cardurile salvate anterior in Aplicatie.

In cazul denuntarii contractului la initiativa Bancii sau a Utilizatorului, in conditiile prevazute la Art. 3, Utilizatorul nu va mai putea avea acces la Cardurile sale de loialitate virtualizate care se vor sterge odata cu contul Smart Market.

Nu este necesar ca un Card de loialitate sa fie emis de un Partener al Aplicatiei, Utilizatorii isi pot virtualiza orice Card de loialitate al oricarui Partener, respectand conditiile de mai sus.

Salvarea/ Virtualizarea Cardurilor de loialitate in Smart Market nu implica transmiterea de date cu caracter personal ale Utilizatorilor intre Banca si Comerciantii care le-au emis.

2.7 Cum poate fi trimisa o invitatie unui prieten, pentru a fi recompensati amandoi?

Daca Utilizatorul doreste sa isi invite un prieten, sa isi creeze si el un cont Smart Market si sa primeasca amandoi Recompense, pot utiliza functia "Invita un prieten" din sectiunea "Profil", atunci cand aceasta este disponibila.

Cum poate un Utilizator sa trimita o invitatie si sa primeasca o Recompensa:

- Fiecare Utilizator eligibil are alocat automat un Cod unic de invitatie in Smart Market, vizibil in sectiunea "Profil".
- Utilizatorul acceseaza "Profil", sectiunea "Invita-ti prietenii", atunci cand exista o Campanie de acest tip in Aplicatie si sectiunea aceasta este vizibila.
- Isi vizualizeaza Codul unic de invitatie, si il distribuie mai departe unuia sau mai multor prieteni:
    - fie selectand canalul de transmitere pe care il doreste din lista afisata conform sistemului de operare al telefonului (prin SMS, email, platformele de socializare detinute etc);
    - fie copiind Codul si trimitandu-l manual pe canalul dorit, in afara Aplicatiei (ex: email, SMS, iMessage, platformele de socializare detinute etc).
- Prietenul/ Invitatul primeste Codul direct de la Utilizator, precum si linkul de descarcare sau accesare a Aplicatiei, descarca sau acceseaza Aplicatia (daca o are descarcata dar nu s-a inrolat inca), si se inroleaza cf Art. 2.1, utilizand si acest Cod.
- Dupa inrolarea Invitatului cu succes, daca acesta este eligibil in campanie, ambii Utilizatori primesc Recompensa comunicata conform Regulamentului si mecanismului detaliat in Aplicatie.

Cum poate un Client sa utilizeze Codul de Invitat si sa primeasca o Recompensa:

- Primeste linkul Aplicatiei si Codul de la prietenul sau printr-una din metodele enumerate mai sus.
- Isi descarca Aplicatia (sau o deschide daca o are deja descarcata in dispozitivul mobil) si incepe fluxul de inrolare cf. Art. 2.1, in termenul comunicat - pana la finalul lunii in curs sau conform indicatiilor din Aplicatie, daca difera.
- In ultimul pas al procesului de inrolare, in ecranul "Ai un cod de invitatie?", introduce Codul primit si il valideaza (atentie, este

singurul moment/ ecran in care poate poate fi introdus acest Cod in Aplicatie).

- Daca este Codul corect si finalizeaza cu succes inrolarea, ambii Utilizatori vor primi Recompensa comunicata, automat in cont (si Invitatul si Utilizatorul care l-a invitat folosind acelasi Cod); acestia vor fi notificati si printr-un mesaj de tip push, daca au activata optiunea de a primi push notifications.
- Daca nu se valideaza Codul introdus ca fiind corect, Utilizatorul va primi un mesaj de eroare si va putea sa incerce sa il reintroduca.

Din motive de siguranta si protectie a datelor, Codul de invitatie poate fi distribuit doar direct de catre Utilizator, prietenilor lui, fara implicarea Bancii sau a altor Parteneri. Banca va avea acces si va prelucra datele cu caracter personal ale prietenului Invitat de un Utilizator in contextul Smart Market, doar in cazul in care acesta va initia procesul de inrolare in Smart Market si va introduce Codul de invitatie primit de la Utilizatorul Smart Market.

Sectiunea "Invita in prieten" (din "Profil") si sectiunea "Ai un cod de invitatie" (din fluxul de inrolare) sunt vizibile in Aplicatie doar in momentul in care Banca activeaza si desfasoara in Aplicatie o Campanie de tip "Invita un prieten".

Un Utilizator va fi recompensat pentru un numar maxim de prieteni asa cum este mentionat in Regulamentul aplicatiei.

Codul de invitatie poate fi utilizat si introdus o singura data de un Client, doar la finalul fluxului de inrolare, in ecranul "Ai un cod de invitatie?". Daca Utilizatorul nou inrolat nu l-a introdus in acest ecran,

nu mai are optiunea de a-l introduce ulterior si automat nu mai pot primi Recompensa nici el, nici prietenul care l-a invitat.

Informatii specifice cu privire la Recompensa primita de fiecare din cei 2 Utilizatori vor fi incluse in Regulament si in Aplicatie sub functionalitatea „Invita un prieten".

In cazul in care alte conditii vor fi aplicabile functiei „Invita un prieten", acestea vor fi incluse in Smart Market si in Regulament.

2.8 Ce informatii se regasesc in sectiunea Profil?

Ecranul de profil este un dashboard al Utilizatorului, in care isi poate vizualiza informatii despre:

- **Numele si prenumele** – care apar in sistemele Bancii.
- **Avatarul ales –** Utilizatorul va putea sa isi selecteze din acest ecran un avatar care fi imaginea sa reprezentativa care ii va aparea in ecranul de profil (nu va putea sa adauge/ incarce o poza proprie). Va avea la dispozitie o serie de imagini din care va putea sa isi aleaga una singura. Oricand va dori sa si-o schimbe, va putea accesa imaginea avatarului din ecranul "Profil" si sa selecteze alta imagine. Pentru cei care nu isi aleg o imagine, va fi alocata automat una generica pana ce acesta si-o va selecta pe cea dorita.
- **Balanta Puncte –** balanta actuala a Punctelor obtinute de Utilizator, in urma participarii la Campanii cu Puncte, conform descrierii de la Art. 2.3 si 2.4. Tot in aceasta sectiune, Utilizatorul va avea la dispozitie 2 optiuni:

- Sa isi utilizeze Punctele – accesand butonul “Foloseste punctele”, va putea vizualiza catalogul cu Recompensele pe care le poate obtine prin intermediul Punctelor, cf Art. 2.4.
- Sa castige alte Puncte – accesand butonul “Castiga”, va fi directionat in pagina “Descopera” unde poate descoperi si alte Campanii cu Puncte

- **Balanta Vouchere**: in aceasta sectiune isi va putea vizualiza numarul de Vouchere primite, conform descrierii de la Art. 2.4. In plus, daca va apasa pe aceasta sectiune, va fi redirectionat in sectiunea “Recompense” >> tab “Vouchere”, pentru a le vizualiza in detaliu.
- **Balanta Cashback**: balanta actuala a Cashback-ului virtual pe care Utilizatorul trebuie sa il primeasca in a 4-a zi lucratoare a lunii, conform descrierii de la Art. 2.4.
- **Grija pentru mediu –** este sub-sectiunea care cuprinde:
  - “Amprenta de carbon” este functionalitatea care arata utilizatorilor marimea amprentei de carbon personale calculate pe baza tranzactiilor efectuate prin contul/cardul Raiffeisen. Amprenta de carbon se va afișa în aplicație în momentul în care vor exista suficiente tranzacții relevante pentru calculul acesteia.
  - Zona “Implica-te” unde ii sunt afisate utilizatorului actiuni sustenabile (de exemplu, plantarea de copaci)
  - Zona “Contributiile tale” unde sunt afisate rezultatele in urma participarii utilizatorilor la actiunile sustenabile
  - Zona “Campanii sustenabile” unde se regasesc oferte de la parteneri sustenabili sau de la Raiffeisen Bank -*-la care

utilizatorii pot participa cu scopul de a reduce sau compensa amprenta de carbon.

Optiunea de virtualizare a **Cardurilor de loialitate** - conform descrierii din Art. 2.6.

- **Balanta Campanii:**
  - **"Disponibile"** - Campaniile disponibile pentru Utilizator la momentul respectiv, pentru care acesta este eligibil si care ii sunt afisate in ecranul "Descopera". La click pe aceasta sectiune, Utilizator este redirectionat in ecranul "Descopera".
  - **"Activate"** - Campaniile activate de Utilizator, prin click pe butonul "Activeaza" din detaliile Campaniei sau care sunt activate automat. La click pe aceasta sectiune, Utilizator este redirectionat in ecranul "Campaniile mele" >> sub-sectiunea "Activate".
- Optiunea de **Invita un prieten/ Member Get Member,** daca este disponibila la acel moment – conform descrierii din Art 2.7
- **Afla cum poti sa... -** pentru a afla mai multe detalii despre mecanismele de participare la Campanii, castigare Recompense, schimbare Puncte pentru Vouchere - Utilizatorul poate accesa aceasta sectiune.

2.9. Cum iti administrezi setarile si contul Aplicatiei Smart Market?

In sectiunea „Setari" a Aplicatiei (accesibila din bara de sus a ecranului "Profil"), Utilizatorul are la dispozitie urmatoarele optiuni de administrare a contului Smart Market:

- Selectarea **categoriilor preferate:** Utilizatorul va putea vizualiza categoriile/ domeniile Comerciantilor disponibili in Aplicatie si va putea selecta din acest ecran un numar limita de categorii preferate, conform Regulamentului. Aceste categorii vor influenta ordinea de afisare a Campaniilor din ecranul "Descopera" (luand in calcul aceste preferinte care vor fi in topul listei). In plus, in functie de aceste categorii, Utilizatorul ar putea primi in Aplicatie Oferte personalizate, din aceste categorii preferate, relevante pentru acesta (in sectiunea "Descopera", campanii marcate cu iconita "Pentru tine").
- **Schimbarea PIN-ului:** posibilitatea de a-si modifica PIN-ul utilizat la logarea in Aplicatie.
- **Activarea sau dezactivarea logarii cu Biometrie (amprenta si/sau Face ID) -** optiunea de a-si selecta si alta optiune de logare in afara PIN-ului, in functie de capabilitatile si modelul dispozitivului mobil detinut: Face ID (amprenta faciala)/ Touch ID (amprenta). Daca este setata oricare din aceste 2 optiuni, la urmatoarea logare, aceasta varianta de autentificare va fi prioritara; daca nu va functiona, se va recurge la logarea cu PIN – cf. Art. 2.1.
- **Modificarea optiunii privind consimtamintele** pentru primirea notificarilor de tip push si pentru geo-localizare (respectiv, colectarea datelor de localizare**:** Utilizatorul are optiunea de a-si acorda sau retrage consimtamintele pentru aceste scopuri, cf Art. 2.1. de mai sus si cf. Politicii de confidentialitate, respectiv Politicii de cookies.
- **Accesarea si salvarea Termenilor si conditiilor** (in format pdf) cu care a fost de acord Utilizatorul la inrolarea in Aplicatie, care

consitutie contractul Clientului PF cu Raiffeisen Bank pentru produsul Smart Market.

- **Accesarea si salvarea Politicii de confidentialitate** (in format pdf) **-** pusa la dispozitia Utilizatorului si la inrolarea in Aplicatie si care reflecta informatii privind prelucrarea datelor cu caracter personal ale Utilizatorului in contextul utilizarii Smart Market, inclusiv drepturile de care acesta beneficiaza in acest context si modalitatile in care pot fi exercitate respectivele drepturi.
- **Accesarea si salvarea Politicii de cookies** (in format pdf) - pusa la dispozitia Utilizatorului si la inrolarea in Aplicatie si care include informatiile referitoare la utilizarea unei tehnologii similare cookie-urilor (respectiv, SDK) in scopurile descrise in respectiva Politica de cookies.
- **Accesarea si salvarea Regulamentului general** (in format pdf) - optiunea de vizualizare a Regulamentului general al Aplicatiei, precum si a tuturor Campaniilor afisate in aceasta Aplicatie.
- **Accesarea si salvarea Listei Partenerilor Smart Market**
- **Actualizarea Aplicatiei** - in functie de tipologia versiunii de Aplicatie lansate, Clientului i se va afisa:
    - Informatia ca Aplicatia este actualizata la zi, in ecranul de setari – daca Aplicatia are ultima varianta actualizata necesara si critica.
    - Informatia ca exista o noua versiune de Aplicatie ce poate fi descarcata, cu optiunea de descarcare – daca Banca a lansat o noua varianta non-critica (care aduce doar imbunatatiri minore Aplicatiei). Clientul va putea utiliza in continuare Aplicatia si fara a o actualiza. In plus, pentru a semnala

Utilizatorului ca exista o noua varianta disponibila, va aparea o bulina albastra langa iconita de setari din bara si langa aceasta optiune de actualizare a Aplicatiei din ecranul „Setari".

- **Inchiderea contului Smart Market -** pentru a renunta la acest serviciu, Utilizatorul are optiunea de a-si inchide contul direct din Aplicatia Smart Market, sectiunea "Setari" >> "Administrare". Ca urmare a acestei operatiuni, contul Smart Market al Utilizatorului va fi sters din sistemele Bancii. Inchiderea contului Smart Market nu implica stergerea datelor cu caracter personal ale Utilizatorului, prelucrate de Banca in acest context, datele urmand sa fie stocate potrivit celor mentionate in Politica de confidentialitate. Daca va dori o accesare ulteriorara a acestui serviciu, Utilizatorul va putea sa se inroleze din nou in Aplicatie, caz in care Banca va redeschide contul creat si inchis initial de Utilizator, daca respecta conditiile din Art. 2.1. Dupa inchiderea contului Smart Market si redeschiderea ulterioara a acestuia, contul redeschis al Utilizatorului se va regasi in acelasi stadiu ca la momentul la care Utilizatorul si-a inchis contul Smart Market, exceptie fac Campaniile sau Recompensele care au expirat intre timp si nu mai pot fi valorificate, precum si alte categorii date pentru care s-a implinit durata de stocare stabilita de Banca, daca este cazul. Mai multe detalii despre inchiderea contului Smart Market sunt disponibile in Art. 3.
- **Deconectarea din aplicatie –** utilizatorul are posibilitatea de a se deconecta din aplicatia Smart Market. Ca urmare a acestei actiuni, utilizatorul va fi deconectat, iar la urmatoarea logare i se vor verifica din nou datele de identificare.

2.10 Cum se poate alege sau schimba limba de comunicare din Aplicatie?

Limba de comunicare disponibila in Aplicatie este romana sau engleza. La prima accesare a Aplicatiei, limba setata automat este romana. Aceasta poate fi modificata de Utilizator:

- In timpul procesului de inrolare in Aplicatie.
- Oricand in Aplicatie, accesand iconita care simbolizeaza un glob pamantesc, in ecranul "Profil", si schimband limba din romana in engleza sau invers.

2.11 Care sunt optiunile de suport accesibile direct din Aplicatie:

In sectiunea de "Ajutor", accesibila in Aplicatie fie in timpul procesului de inrolare, fie oricand dupa inrolare, in bara de sus a ecranului "Profil" (iconita reprezentand un colac de salvare). Utilizatorul va avea mai multe optiuni:

- Vizualizarea unui **tutorial video** ce explica in detaliu cum functioneaza Aplicatia.
- Modificarea datelor de contactin sectiunea 'Actualizeaza-ti datele de contact': din aceasta sectiune va fi redirectionat catre Aplicatia Smart Mobile unde va putea sa isi modifice o parte din datele de contact ce nu sunt incluse in cartea de identitate (nu va putea sa isi modifice datele din Aplicatia Smart Market).
- Contactarea unui reprezentant Raiffeisen Bank – pentru intrebari/ reclamatii/ probleme legate de functionarea Aplicatiei Smart Market, se poate contacta serviciul Call Center prin:
  - Apel la *2000 (numar cu tarif normal, apelabil din orice retea de telefonie mobila din Romania, disponibil 24/7)

- Apel la 004.021.306.3002 (numar cu tarif normal, apelabil din orice retea, din Romania si din strainatate, disponibil 24/7).
- Email la centrala@raiffeisen.ro - prin intermediul AplicatieiAccesarea site-ului www.raiffeisen.ro, in sectiunea ‚Despre Raiffeisen'- pentru mai multe detalii despre companie si produsele/ serviciile sale.

3. Incetarea, blocarea/ suspendarea sau inchiderea contului Aplicatiei:

a) Incetarea contractului aferent utilizarii Aplicatiei poate interveni in oricare din urmatoarele situatii:

- Prin rezilierea sa de drept, fara punere in intarziere si fara vreo alta formalitate prealabila, daca Banca constata ca nu sunt respectate obligatiile rezultate din prezentul document, Regulamentul programului Raiffeisen Smart Market precum si in situatia in care exista o cupla contractuala iar banca decide rezilierea relatiei contractuale in baza Conditiilor Generale de Derulare a Operatiunilor Bancare aplicabile Persoanelor Fizice.
- La momentul la care oricare dintre conditiile de inrolare in aplicatie mentionate la 2.1 nu mai sunt indeplinite.
- Prin denuntarea unilaterala la initiativa Bancii, fara a fi necesara nicio justificare, Clientul fiind notificat cu cel putin de 30 de zile calendaristice inainte de data incetarii avute in vedere pentru respectiva denuntare prin email, SMS sau notificare in Aplicatie.
- Prin denuntarea unilaterala la initiativa Clientului.

Clientul are posibilitatea de a renunta la acest serviciu:

- prin inchiderea contului, direct din Aplicatia Smart Market: in sectiunea "Setari" >> "Administrare", apasand pe butonul "Inchide contul Smart Market" si confirmand actiunea;
- sau prin solicitarea expresa de inchidere a contului in oricare din agentiile Raiffeisen, prin completarea unei cereri de reziliere a serviciului.

Dezinstalarea Aplicatiei din dispozitivul mobil, fara inchiderea contului din Aplicatie, nu implica si nu genereaza si inchiderea contului Smart Market.

Ca urmarea a operatiunii de inchidere a contului Smart Market conform descrierii de mai sus:

- Contul Smart Market al Clientului va fi marcat ca inchis in sistemele Bancii; dar nu si restul conturilor/ produselor/ serviciilor contractate in relatia cu Banca (ex: contul curent, cardul de credit, Serviciul Smart Mobile etc.) daca nu se solicita inchiderea explicita a acestora;
- Astfel, dupa inchiderea contului Smart Market:
    - Cashback-ul castigat in contul virtual din Aplicatie sau cel care este in proces de primire, dar care nu a fost transferat in contul curent pana la data inchiderii contului, va fi invalidat si nu se va mai efectua transferul;
    - Voucherele primite in Aplicatie nu vor mai putea fi accesate dupa inchiderea contului;
    - Punctele primite in Aplicatie care nu au fost utilizate nu vor mai putea fi accesate dupa inchiderea contului;
    - Campaniile activate nu vor mai putea fi finalizate si nu vor mai putea produce efectele castigarii Recompenselor dupa inchiderea contului;

- Cardurile de loialitate virtualizate in Aplicatie nu vor ramane salvate si nu vor mai putea fi accesate sau recuperate dupa inchiderea contului.

- Datele cu caracter personal ale Utilizatorului sau o parte din acestea vor continua sa fie stocate potrivit celor mentionate in Politica de confidentialitate. Datele cu caracter personal prelucrate de Banca in contextul altor produse/ servicii ale Bancii detinute contractual de Client la acel moment vor continua sa fie prelucrate conform informatiilor furnizate in contextul respectivelor produse/ servicii.
- Dupa inchiderea contului, daca va dori o accesare ulterioara a acestui serviciu, Utilizatorul o va putea face, re-instalandu-si Aplicatia si inrolandu-se din nou, daca respecta conditiile din Art. 2.1, iar datele din Aplicatie aferente contului initial de Utilizator inchis vor putea fi accesate din nou daca mai sunt valide (Recompense, Campanii, Carduri loialitate), si doar daca datele sunt inca in perioada de stocare stabilita de Banca astfel incat nu au fost sterse, conform punctului de mai sus; in aceste conditii, contul redeschis al Utilizatorului se va regasi in acelasi stadiu ca la momentul inchiderii contului Smart Market; exceptie fac: Campaniile sau Recompensele care au expirat inainte de reinstalarea contului si nu mai pot fi vizualizate si valorificate, respectiv alte categorii date pentru care s-a implinit durata de stocare stabilita de Banca, daca este cazul.
- In ce priveste consimtamintele pentru primirea de notificari push, respectiv pentru geo-localizare, Banca se va raporta la optiunile ce vor fi exprimate in acest sens de catre Utilizator, cu ocazia parcurgerii din nou a procesului de inrolare.

b) Blocarea/ suspendarea Aplicatiei de catre Banca

Banca isi rezerva dreptul sa blocheze/ suspende sau sa limiteze utilizarea Aplicatiei, sa nu initieze sau sa execute una sau mai multe tranzactii sau functionalitati, sa blocheze instalarea/ reinstalarea Aplicatiei, daca:

- Banca a luat la cunostinta ca dispozitivul pe care este instalata Aplicatia a fost pierdut, furat, compromis sau Aplicatia a fost copiata, furata, a devenit inutilizabila sau compromisa sau ca functioneaza defectuos; masura blocarii/ suspendarii va fi aplicata ulterior instiintarii telefonice a Bancii de catre Client cu privire la evenimentul intervenit, prin apel la numarul de contact prevazut la Art. 10;
- Exista suspiciuni ale Bancii cu privire la ultilizarea neautorizata/ frauduloasa a Aplicatiei sau cu privire la efectuarea unor tranzactii frauduloase/ ilegale prin intermediul Aplicatiei.
- Nu sunt respectate de catre Client obligatiile de la Art. 5, sau prevederile legale si/sau contractuale, inclusiv in cazul incalcarii acestor Termeni si Conditii sau Regulamentului General.
- Nu sunt respectate regulile unei conduite adecvate care poate aduce Bancii prejudicii de orice natura, cum ar fi, dar fara a se limita la furnizarea de informatii false de catre Client si nerespectarea masurilor de securitate ale Aplicatiei.
- Exista o prevedele legala care impune acest fapt sau daca exista o dispozitie a unei autoritati competente in acest sens.
- Clientul introduce la inrolare sau logare de mai multe ori in mod eronat fie mailul si numarul de telefon, fie PIN-ul de deblocare a Aplicatiei, fie OTP-ul de verificare a identitatii Clientului.
- Ultima versiune a Aplicatiei detinute este mai veche cu 2 versiuni decat ultima versiune lansata.
- Versiunea compatibila a sistemului de operare este mai veche decat versiunea indicata pe site-ul Bancii, pagina Smart Market.
- Dispozitivul detinut are ulterior inrolarii jailbreak sau access root.

- Utilizatorul nu mai este eligibil pentru Aplicatie, cf Art 2

De asemenea, Banca poate bloca/ suspenda sau modifica Aplicatia imediat, din motive obiective, precum, dar fara a se limita la necesitatea efectuarii unor lucrari de mentenanta, reparatii sau intretinere. Poate adauga periodic functii noi si nu are obligatia sa ofere o anumita functie in Aplicatie.

Raiffeisen Bank va reactiva Aplicatia, in functie de situatie, in cel mai scurt timp posibil dupa eliminarea motivelor care au determinat blocarea/ suspendarea temporara din initiativa sa.

Mai multe informatii despre modul de functionare a Aplicatiei pot fi consultate si pe https://www.raiffeisen.ro/persoane-fizice/produsele-noastre/operatiuni-curente/servicii-online/smart-market/

4. Modificarea Termenilor si Conditiilor Aplicatiei Smart Market

Banca poate sa modifice oricand acesti Termeni si conditii, publicand noua versiune a Termenilor si conditiilor in Aplicatia Smart Market. In acest caz, Utilizatorii vor fi notificati de Banca prin email, SMS sau notificari in Aplicatie, cu cel putin 60 zile inainte de data propusa pentru intrarea in vigoare a modificarilor. Termenul acesta nu se va aplica modificarilor impuse prin aplicarea unor noi prevederi legale, astfel de modificari aplicandu-se in functie de data intrarii in vigoare a reglementarilor respective.

Utilizarea Aplicatiei dupa data intrarii in vigoare a modificarilor va fi considerata acceptare tacita a noilor Termeni si conditii.

In cazul in care Utilizatorul nu este de acord cu modificarile propuse, are posibilitatea sa denunte unilateral contractul in termenul mai sus mentionat si sa isi stearga contul Smart Market din Aplicatie, apasand

butonul de “Inchide contul Smart Market” din Sectiunea “Profil”. Inchiderea contului produce efecte cf. Art. 3.

In cazul in care vor fi implementate noi functii ale Aplicatiei, acestea vor fi supuse reglementarilor din prezentul document.

5. Ce obligatii si responsabilitati ai, ca Utilizator al Aplicatiei:

In scopul utilizarii Aplicatiei Smart Market, Utilizatorul declara si garanteaza urmatoarele:

a) Ca detine dreptul, autoritatea si capacitatea deplina de exercitiu.
b) Ca detine calitatea de Client eligibil, cf Art. 2.1., pe toata perioada utilizarii Aplicatiei si a valabilitatii acestui contract.
c) Ca nu comunica Bancii date false, incorecte (i.e., inexacte) sau neactualizate, care o pot induce in eroare atunci cand acceseaza sau utilizeaza Smart Market.
d) Ca nu comunica informatiile de deblocare a dispozitivului unor terti, exceptie cei autorizati de Utilizator, intrucat prin divulgarea acestora se expune riscului de utilizare de catre alte persoane a contului Smart Market, precum si a altor produse sau servicii Raiffeisen.
e) Ca va notifica Banca imediat de utilizarea neautorizata a Aplicatiei sau de orice incalcare a securitatii Aplicatiei de care devine constient sau pe care in mod rezonabil ar trebui sa o suspecteze.
f) Sa anunte Banca in cazul pierderii sau furtului dispozitivului mobil pe care este instalata Aplicatia.
g) Ca nu va oferi informatii eronate sau false despre identitatea sau intentiile sale in legatura cu utilizarea Aplicatiei.

h) Ca va asigura si mentine securitatea dispozitivului mobil (screen lock cu PIN, parola, Biometrie, precum si securitatea personala), conform recomandarilor producatorului si a bunelor practici.
i) Ca va actualiza sistemul de operare conform recomandarilor producatorului dispozitivului mobil si ca utiliza doar versiunile oficiale ale sistemului de operare furnizat de acesta.
j) Ca va instala Aplicatia Raiffeisen Smart Market pusa la dispozitie de Banca doar din magazinul dedicat - Google Play Store sau App Store.
k) Ca nu instaleaza aplicatii din surse neoficiale, deoarece acestea ar putea compromite securitatea Aplicatiei.
l) Ca va actualiza Aplicatia cu ultima varianta critica conform prezentilor Termeni si conditii.
m) Ca nu va inhiba protectiile de securitate ale sistemelor de operare recomandate de producatorul de dispozitive mobile.
n) Ca nu va incalca orice drept prevazut prin lege, drepturi de proprietate, drepturi intangibile, dreptul privind confidentialitatea sau protectia datelor cu caracter personal ale altor persoane fizice.
o) Ca nu va utiliza continutul Aplicatiei contrar Termenilor si conditiilor, respectiv in scopuri neautorizate, precum, dar fara a se limita la copierea, distribuirea sau modificarea acesteia.
p) Ca va efectua tranzactiile la Comercianti confrom cerintelor si mecanismului Campaniei precum si prevederile legale in vigoare, cu un card de debit/ credit valid al carui titluar este.
q) Ca nu va distribui, oferi, instraina, re-vinde Recompensele primite prin aceasta Aplicatie.
r) Ca nu va virtualiza Cardurile de loialitate altele decat cele ale carui titular este.
s) Ca a citit prezentii Termeni si ca este e acord cu acestia.

t) Ca a citit si a luat la cunostinta prevederile Politicii de confidentialitate si ale Politicii de cookies.
u) Ca a citit si este de acord cu Regulamentul general, inainte de participarea la orice Campanie promovata in Aplicatie.
v) Ca este de acord sa utilizeze Smart Market numai pentru a beneficia de serviciile incluse in prezentii Termeni si Conditii si nu pentru orice alt scop care poate fi considerat inadmisibil sau care implica utilizarea ilegala a Smart Market.
w) Ca toate actiunile pe care le realizeaza atunci cand utilizeaza Smart Market trebuie sa fie realizate in numele propriu. Orice utilizare a Smart Market in numele, pe seama, in scopurile sau beneficiile altor persoane fizice sau juridice este strict interzisa.
x) Ca nu va utiliza Smart Market pentru a finanta sau sustine activitati ilegale sau pentru a efectua orice activitate care nu respecta legislatia aplicabila, sau care este ilegala sau frauduloasa sau are un scop sau efect ilegal sau fraudulos.

6. Pentru ce nu este Banca responsabila:

a) Raiffeisen Bank furnizeaza Aplicatia Smart Market doar pentru a fi accesata personal de Utilizatori cu un cont activ in Aplicatie. Utilizatorul Aplicatiei este unicul responsabil pentru modul de utilizare a Aplicatiei, respectiv pentru toate tranzactiile si actiunile efectuate de acesta prin intermediul Aplicatiei – de exemplu dar afara a se limita la activarea unei Campanii, participarea la o Campanie, virtualizarea Cardurilor de loialitate personale, trimiterea unui Cod de invitatie catre un prieten, accesarea link-urilor externe afisate in Aplicatie.
b) Daca Utilizatorul permite altor persoane sa utilizeze dispozitivul mobil si/sau divulga parola dispozitivului mobil sau a Aplicatiei, acesta este responsabil pentru toate tranzactiile si activitatile efectuate astfel prin Aplicatie.

c) Raiffeisen Bank nu poate fi tinuta responsabila pentru efectele generate de utilizarea neconforma a Aplicatiei de catre Utilizator, de eventualele costuri generate de utilizarea Aplicatiei sau de accesul autorizat sau neautorizat pe care Utilizatorul il ofera tertilor la Aplicatie sau la anumite informatii personale si/sau confidentiale sau la date cu caracter personal disponibile prin intermediul Aplicatiei. Pentru limitarea unor potentiale prejudicii aduse de utilizarea Aplicatiei de catre terti, Raiffeisen Bank recomanda Utilizatorilor sa nu instraineze/ imprumute dispozitivul mobil personal, sa nu divulge metoda de deblocare a acestuia, sa nu dezvaluie PIN-ul Aplicatiei si al dispozitivului mobil sau datele utilizate la inrolare (email, numar de telefon, OTP).
d) Raiffeisen Bank nu poate controla sistemul de operare al dispozitivului mobil folosit de catre Utilizator. De aceea Raiffeisen Bank nu este responsabila de niciun fel de prejudicii cauzate dispozitivului mobil, incluzand dar fara a se limita la orice bresa de securitate cauzata de virusi, erori, inselaciuni, falsificare, omitere, intrerupere, defectiune, intarziere in operatiuni sau transmisiuni, linii computerizate sau cadere a retelei sau orice alta defectiune tehnica produsa.
e) De asemenea, orice nefunctionalitati sau limitari de acces in Aplicatie, care rezulta din sau in legatura cu lipsa de conectivitate generata de probleme ale retelelor de comunicare sunt responsabilitatea Utilizatorului.
f) Astfel, Banca nu va fi responsabila pentru nicio pierdere, dauna, prejuidiciu direct sau indirect pe care aceasta sau Utilizatorul nu a putut sa o prevada in limite rezonabile la data la care Utilizatorul a inceput sa foloseasca Aplicatia sau care nu se afla sub controlul Bancii. Totodata, Raiffeisen Bank nu va fi responsabila de prejudicii rezultate din executarea unor plati

neautorizate generate de expunerea dispozitivului mobil al Utilizatorului la virusi si/sau alte aplicatii sau programe, precum si de furtul acestuia.

g) De asemenea, Banca nu fi responsabila pentru urmatoarele pierderi/ daune:

- nicio pierdere sau dauna morala sau patrimoniala, cauzata de nerespectarea prezentilor Termeni si conditii;
- pierderea sau coruperea continutului datelor Utilizatorului, daca pierderea sau coruperea respectiva nu este cauzata de Banca sau nu se afla sub controlul acesteia.

h) Raiffeisen Bank nu raspunde fata de Utilizator si/sau fata de terte parti pentru niciun fel de daune directe sau indirecte inclusiv, de exemplu dar fara a se limita la pierderi de profit, castiguri nerealizate si/sau nefructificarea unor oportunitati de afaceri sau orice alte pierderi similare suferite de Utilizator ca urmare a nefunctionarii sau functionarii necorespunzatoare a Aplicatiei.

i) Banca nu este responsabila pentru niciun cost suplimentar suportat de Utilizator in legatura cu achizitia produselor si furnizarea serviciilor corespunzatoare Ofertelor din Aplicatie, inclusiv, dar fara a se limita la orice taxe de conversie aferente schimbului valutar.

j) Toate informatiile utilizate pentru descrierea Campaniilor ce sunt prezentate in Aplicatie (ex. imagini, videoclipuri etc.) sunt utilizate exclusiv in scop de prezentare si nu constituie o obligatie contractuala in numele Bancii sau al Partenerului.

k) Banca nu este responsabila de numarul de Campanii pe care Utilizatorul le vizualizeaza, acesta fiind rezultatul mai multor factori – de ex, dar fara a se limita la: numarul Partenerilor in

Aplicatie si a Campaniilor active ale acestora la momentul respectiv pentru care Utilizatorul este eligibil, numarul Campaniilor active ale Bancii pentru care Utilizatorul este eligibil, eligibilitatea Utilizatorului pentru o anumita Campanie in functie de criterii precum datele tranzactionale, datele sale in relatie cu Banca sau cu Aplicatia, datele de localizare (cu conditia consimtamantului pentru geo-localizare dat de Uilizator in Aplicatie).

l) Banca nu este responsabila de solutionarea reclamatiilor cu privire la Campaniile desfasurate de Parteneri, prin intermediul Aplicatiei, precum si de calitatea produselor/ servicilor acestora, ce nu pot fi prevazute/ cunoscute de Banca. Avand in vedere ca Partenerul este vanzatorul produselor si serviciilor pe care le achizitioneaza Utilizatorul prin intermediul Campaniilor Partenerilor, daca un Utilizator doreste sa isi exercite drepturile sale legate de protectia consumatorilor in raport cu Oferta Partenerului comunicata in Aplicatie, de retragerea din vanzare, sau garantiile legale sau comerciale aplicabile acestor produse si servicii, va trebui sa se adreseze direct Partenerului. Daca totusi Utilizatorul decide sa se adreseze Bancii cu privire la o nemultumire sau o neclaritate referitoare la unul din Comercianti, Banca va transmite solicitarea sa catre Partener in vederea oferirii raspunsului de catre Partener, motiv pentru care Banca fie va fi nevoita sa transmita anumite date cu caracter personal ale Utilizatorului catre Comericant pentru identificarea acestuia si solutionarea solicitarii, conform Politicii de Confidentialitate, fie va solicita Utilizatorului sa se adreseze Comerciantului. In toate aceste cazuri, raspunderea finala pentru a solutiona aceste cereri va fi a Comerciantului.

m) In plus, Raiffeisen nu va fi considerata responsabila de informatiile comunicate de Comerciant in Aplicatie sau in relatie cu Aplicatia, pentru care si-a asumat contractual responsabilitatea deplina.
n) Banca nu este responsabila de punctele cuprinse la Art. 7.1, care revin in sarcina Partenerului; precum si de cele de la Art. 5, care revin in sarcina Utilizatorului.

7.1 Ce responsabilitati va avea Partenerul ca postator de Oferte si Comerciant:

a) pentru orice potentiale defecte sau neconformitati legate de produsele si serviciile achizitionate sau pentru cazurile in care produsele sunt pierdute sau distruse pana la predare catre Beneficiar;
b) de facilitarea reparării sau schimbului produselor in perioada de garantie legala sau conventionala;
c) de facilitarea exercitarii drepturilor de retur conform reglementarilor in vigoare si a Politicii Partenerului;
d) pentru orice intarzieri in livrarea produselor si in executarea serviciilor, precum si pentru solutionarea acestora;
e) de solutionarea rapida a tuturor solicitarilor si reclamatiilor Clientilor, Utilizatori ai Aplicatiei, cu privire la Campaniile, Recompensele Partenerilor acordate in Aplicatie precum si a produselor/ serviciilor promovate prin Aplicatie, conform reglementarilor in vigoare si contractului cu Banca;
f) de asigurarea unui stoc suficient de produse pentru a permite realizarea achizitiei de catre toate persoanele care au ales Oferta respectiva;
g) pentru oferirea garantiilor legale sau comerciale aferente produsului sau serviciului achizitionat de Utilizator in urma participarii la o Campanie a Partenerului;

h) pentru continutul, caracteristicile sau natura produselor si serviciilor Comerciantilor prezentate in cadrul Aplicatiei, pe site-ul sau in magazinul Partenerului in care se implementeaza Campaniile Aplicatiei si se acorda eventualele Recompense

i) pentru acordarea Recompenselor Utilizatorilor, conform mecanismului si Regulamentului Campaniei finalizata cu succes de Utilizatori, conform Art. 2.3;

j) de a-si indeplini obligatia, aflata in seama lor, de a informa Utilizatorii Aplicatiei cu privire la Termenii si Conditiile comerciale aplicabile vanzarii-cumpararii produselor si furnizarii serviciilor (de exemplu, si fara a se limita la acestea: termene de retur aplicabile legale sau conventionale, garantii legale sau conventionale aplicabile, optiuni de transport). Vanzatorul produselor si serviciilor aferente Campaniilor Partenerilor este Comerciantul, iar Termenii si Conditiile aplicabile achizitiei de produse si servicii ale acestuia (ex: conditii de retragere - informatii cu privire la retur, anulare comanda, refuzul livrarii, informatii cu privire la garantiile legale sau conventionale aplicabile, procedura de reclamatii etc.) sunt in responsabilitatea sa, si trebuie sa le puna la dispozitie Utilizatorilor, fie in Aplicatie, fie pe site-ul acestora, sau in punctele lor fizice de lucru;

k) de respectarea conditiilor si obligatiilor contractuale de parteneriat cu Banca pentru Aplicatia Smart Market.

l) de plata a taxelor sau impozitelor aferente premiilor / recompenselor oferite de acestia prin intermediul campaniilor Smart Market.

7.2 Pentru ce nu va fi responsabil Partenerul: de oricare din punctele 5 si 6 a), b), c), d), e), f) g), h), i), j) din prezentii Termeni - pentru care este responsabil Utilizatorul.

8. Proprietatea intelectuala

Utilizatorul declara in mod expres ca a luat la cunostinta de faptul ca toate drepturile de proprietate intelectuala si orice drepturi conexe cu privire la servicii, procese, software, tehnologii, marci, inventi, creatia grafica, continut si materialele audio-video aferente Aplicatiei sunt proprietatea exclusiva a Raiffeisen Bank, iar aceasta din urma este singura entitate care are dreptul sa utilizeze astfel de drepturi. Fac exceptie informatiile, elementele grafice, voucherele apartinand Partenerilor contractuali ai Raiffeisen Bank si Smart Market, care sunt in proprietatea acestora si pentru care Banca are dreptul legitim de utilizare, conform contractului cu acestia.

Utilizatorul accepta ca orice software folosit in legatura cu Aplicatia contine informatii confidentiale si se afla sub drept de proprietate, fiind protejate de legile privind dreptul de proprietate intelectuala, industriala si alte legi aplicabile.

Utilizatorul se obliga sa respecte drepturile de proprietate intelectuala mentionate mai sus, si sa nu reproduca, sa nu copieze, sa nu vanda sau sa exploateze continutul Aplicatiei, informatiile si/sau materialele audio-video la care are acces ca urmare a utilizarii acestei Aplicatii, in tot sau in parte, directe sau indirecte, exprese sau implicite.

Utilizatorului ii este interzisa modificarea, copierea, inchirierea, cedarea, imprumutul, vanzarea, distributia sau crearea unor materiale derivate bazate pe functionalitatile sau programele folosite in cadrul Aplicatiei.

9. Legea aplicabila si solutionarea litigiilor

Prezentii Termeni si conditii au fost redactati in limba romana si engleza si sunt guvernati de legea romana. In cazul oricarui conflict sau

neconcordanta intre versiunea in limba engleza si cea in limba romana a acestor Termeni si conditii, versiunea in limba romana va prevala.
Partile vor solutiona neintelegerile legate de acesti Termeni si conditii pe cale amiabila, in caz contrar, partile convin sa se adreseze instantelor judecatoresti competente.

10. Asistenta

10.1 Optiuni de contact - pentru functionalitatile Aplicatiei Smart Market

In cazul in care un Utilizator are nevoie de mai multe informatii despre accesarea si functionalitatile Smart Market, poate consulta Ghidul Smart Market, pe https://www.raiffeisen.ro/content/dam/rbi/retail/eu/ro/documents/smart-market-ghid.sv.pdf sau in video-ul din Sectiunea "Ajutor" din Aplicatie.

In cazul in care informatiile furnizate pe acest link nu corespund nevoilor Utilizatorilor, si au nevoie de clarificari suplimentare ori doresc sa inregistreze o reclamatie sau o solicitare referitoare la Smart Market, o pot face contactand Banca, prin:
a) intermediul Aplicatiei, in sectiunea de "Ajutor", accesibila din Aplicatie fie in fluxul de inrolare, fie in bara de sus a Sectiunii "Profil" (iconita reprezentand un colac de salvare). In aceasta sectiune, va avea mai multe optiuni:

- Apel la *2000 (numar cu tarif normal, apelabil din orice retea de telefonie mobila din Romania, disponibil 24/7) - va putea apela formand manual numarul sau apasand butonul "Apeleaza *2000" din aceasta sectiune, pentru a fi redirectionat direct catre functionalitatea de apelare din dispozitivul acestuia (cu numar precompletat).

- Apel la 004.021.306.3002 (numar cu tarif normal, apelabil din orice retea, din Romania si din strainatate, disponibil 24/7) - va putea apela formand manual numarul sau apasand butonul "Apeleaza +40 21 306 3002" din aceasta sectiune, pentru a fi redirectionat direct catre functionalitatea de apelare din dispozitivul acestuia (cu numar precompletat).
- Email la centrala@raiffeisen.ro - prin intermediul Aplicatiei, apasand butonul "Trimite mesaj" din aceasta sectiune; Clientul va fi redirectionat catre serviciul de email instalat in dispozitivul mobil, de unde va putea trimite email direct catre aceasta adresa; sau copiind adresa de email si inserand-o manual in emailul dorit de acesta.

b) direct, contactand Banca, prin:

- Apel la *2000 (numar cu tarif normal, apelabil din orice retea de telefonie mobila din Romania, disponibil 24/7).
- Apel la 004.021.306.3002 (numar cu tarif normal, apelabil din orice retea, din Romania si din strainatate, disponibil 24/7).
- Email la centrala@raiffeisen.ro

Un operator va fi disponibil pentru a raspunde intrebarilor Utilizatorilor si Clientilor (24/7, luni – vineri: 8:00 – 22:00, sambata 9:00 – 17:30). In cazul in care solicitarea utilizatorilor necesita mai multe investigatii interne, Banca va inregistra sesizarea si va raspunde solicitarilor in maxim 45 de zile. Daca cererea este inregistrata in afara orelor de program, de sarbatori nationale nelucratoare sau in weekend, operatorul o va prelucra incepand cu prima zi lucratoare.

10.2 Optiuni de contact – pentru Campaniile sau Recompensele Bancii prezentate in Aplicatie:

Pentru orice problema legata de functionarea Aplicatiei sau de Campaniile si Recompensele ale carui Titular este Banca, Utilizatorii pot contacta Banca prin modalitatile descrise la pct. 10.1, b).

10.3 Optiuni de contact - pentru Campaniile sau Recompensele Partenerilor prezentate in Aplicatie:

In situatia in care un Utilizator are reclamatii sau neclaritati cu privire la achizitia de produse sau servicii oferite de Comerciant (ex: status comanda, status retragere din achizitie), trebuie sa se adreseze direct acestuia, cf. Sectiunii 7.1.

Daca totusi Utilizatorul decide sa se adreseze Bancii cu privire la o nemultumire sau o neclaritate referitoare la unul din Comercianti, Banca va transmite solicitarea catre Comerciantul in cauza in vederea oferirii raspunsului, motiv pentru care Banca va fi nevoita sa transmita anumite categorii de date ale Utilizatorului catre Comerciant pentru identificarea acestuia, conform Politicii de Confidentialitate sau va solicita Utilizatorului sa se adreseze Comerciantului. In toate aceste cazuri, raspunderea finala pentru a solutiona aceste cereri va fi a Comerciantului.

10.4 Notificari

Banca poate lua legatura cu Utilizatorii prin email, SMS, mesaj transmis in Aplicatie, in functie de optiunile exprimate si de permisiunile acordate de Utilizator in cadrul Aplicatiei, respectiv in contextul relatiei contractuale pre-existente cu Raiffeisen.

Banca va lua legatura cu Utilizatorul pentru urmatoarele scopuri:

a) notificari operationale necesare furnizarii serviciilor Smart Market (ex: mesaje legate de validitatea contului, actualizarea versiunii de Aplicatie detinuta, actualizarea Termenilor si Conditiilor, incalcari de securitate, indisponibilitatea serviciilor, validarea tranzactiei, noi

functionalitati etc.). Notificarile operationale vor fi transmise indiferent de permisiunea acordata.
b) notificari comerciale (ex: mesaje promotionale cu privire la Ofertele incluse in Smart Market, reduceri suplimentare etc.), daca Utilizatorul si-a dat consimtamantul in aplicatie pentru a primi astfel de notificari.

11. Forta Majora si cazul fortuit

Raiffeisen Bank nu este raspunzatoare fata de Utilizator pentru neindeplinirea oricarei obligatii in cazul interventiei unui caz de forta majora/ caz fortuit si in general, in cazul unui eveniment care este dincolo de controlul sau, cat si pentru modul de operare, de conexiunea altor retele nationale si/sau straine si pentru consecintele activitatilor si actiunile lor in general.
Caz de forta majora/ de caz fortuit poate fi, de exemplu dar nu limitativ: stare de razboi (fie declarat sau nu), conflict armat, revolutie, insurectie, actiuni sau amenintari militare sau teroriste, sabotaj, tulburari civile, greve sau alte actiuni in campul muncii, legi, regulamente, decizii sau directive, catastrofe naturale, cutremur, incendiu, explozie, tulburari solare sau meteorologice, pandemii, urgente publice sau orice alta intamplare, care este dincolo de controlul Bancii.

12. Prelucrarea datelor cu caracter personal. Utilizarea tehnologiei similare cookie-urilor

Banca prelucreaza datele cu caracter personal ale Utilizatorilor conform celor descrise in cadrul Politicii de confidentialitate a Smart Market, disponibila Utilizatorilor in procesul de inrolare in Smart Market si ulterior, in cadrul Aplicatiei, precum si la urmatorul link:

https://www.raiffeisen.ro/ro/persoane-fizice/produsele-noastre/digital-banking/smart-market-politica-confidentialitate.html

Smart Market utilizeaza o tehnologie similara cookie-urilor (SDK), astfel cum se descrie in cadrul Politicii de cookies, disponibila Utilizatorilor in procesul de inrolare in Smart Market si ulterior, in cadrul Aplicatiei, precum si la urmatorul link: https://www.raiffeisen.ro/content/dam/rbi/retail/eu/ro/documents/smart-market-politica-utilizare-sdk.sv.pdf.

Daca esti de acord cu utilizarea Aplicatiei Smart Market in conditiile mentionate in prezentul document si cu incheierea contractului in aceasta modalitate, te rugam sa iti dai confirmarea de acceptarea a "Termenilor si Conditiilor" in ecranul de inrolare in Aplicatie, pentru a putea accesa Aplicatia.

Smart Market Application User Terms and Conditions

These Terms & Conditions apply to the use of Raiffeisen's Smart Market Mobile Application (the "**Application**"), owned and operated by Raiffeisen Bank S.A.

You are recommended to read this document from beginning to end before deciding whether to accept the Terms and Conditions below and to continue with the registration process. If you do not agree with any of the provisions of these Terms and Conditions, please do not access and use the Application, the software, the features, the information, the materials or anything similar contained in the Application.

Raiffeisen Bank employs its best efforts to prevent any misuse of this Application and its facilities. Raiffeisen Bank shall monitor your use of the Application, including to make sure that this complies with these Terms and Conditions, and that the services are used properly.

The Terms & Conditions have binding legal power and take effect as of the time when the Application is first accessed and stand for a contract between the User and the Bank, which both parties undertake to observe in the use and provision of any services related to the Smart Market Application.

The purchases made in the Campaigns of the Partners or of the Bank may be applicable their respective Sale Terms and Conditions. These Terms and Conditions can be briefly introduced in the Application, on the Merchant's website or in their respective business units.

1. Terms

"Bank"/"Raiffeisen Bank" - Raiffeisen Bank SA, a Romanian legal entity managed under a dual-tier system, with the seat in FCC Office Building, 246D Calea Floreasca, District 1, Bucharest, order number in the Trade Register J40/44/1991, entered in the Banking Register under no. RB-PJR-40-009/1999, Single Code of Registration 361820, registration code for tax VAT purposes RO361820

"Client" - any Client of Raiffeisen Bank, who holds an active contract with the Bank.

"User" - any retail Client who holds an active Smart Market account, as User of the Application.

"Raiffeisen Smart Market Application"/"Smart Market"/"Application" - loyalty mobile application installed on a mobile device and intended to the eligible Raiffeisen Bank Clients, that allows visualization and accessing of the Campaigns run by Raiffeisen Bank and the Partners, with a view to collecting Rewards and financial and non-financial benefits.

"Terms and Conditions" - The user terms and conditions for the Raiffeisen Smart Market Application hereunder, which stand for the legal contract between the Bank and the Client. The terms and conditions set out the means of signing up for, and using the Application. The terms and conditions are supplemented by the General Regulation of the Application, the General Conditions for

Performance of Retail Banking Operations, the specific Debit/Credit Card Agreement concluded with the Bank, and the list of Rates and Fees applicable to Natural Persons - which can be accessed on the Bank's website www.raiffeisen.ro.

"Smart Mobile Service"/"Raiffeisen Online Service"/"Smart Mobile Application" - the electronic internet/mobile banking service provided by Raiffeisen Bank whereby Users can access their account (s) online, perform banking operations and/or contract web-based remote banking services.

"OTP (one-time password)" - temporary password with validity limited in time, sent automatically via a text message to the authorized Users, to validate their identity and to grant them access to the Application.

"PIN" (Personal Identification Number) - a security code consisting of 6 digits, set at the time of when the Application is installed or, as applicable, changed by the User a later date in the settings of the Application, and needed to access/log into the Application.

"Biometric System" / "Biometrics"/"Face ID (facial recognition"/"Touch ID" - a option supported by the operating system on the mobile device of a person using biometric technologies,

which allow automatic identification and/or authentication/verification of a person. For Smart Market purposes, the authentication/verification options on the User's mobile device are used for their authentication in the Application. The Bank does not process the biometric data in the Biometric System - Face ID (facial recognition)/Touch ID (fingerprint) of the User's mobile device, such as the User's fingerprints and facial image. These data and biometric models related thereto are and remain stored on the mobile device the User the Application is installed on, and are subject to the rules of processing, registration, storage and comparison determined and made known via the respective device.

"Merchant"/"Partner" - the corporate body/company/SME the Campaigns/Offers for products and services provided by them of which are presented directly to the User in the Smart Market. Raiffeisen Bank is also a Merchant, together with its contractual Partners.

The List of Partners shall be regularly updated by the Bank and can be accessed via the following link: https://www.raiffeisen.ro/content/dam/rbi/retail/eu/ro/documents/smart-market-parteneri.sv.pdf**"General Regulation"/"Regulation"** - the Regulation of the Raiffeisen Smart Market programme which, together with the current Terms and the description of the Campaigns and Rewards in the Application, regulate the organization of the Campaigns and the granting of Rewards through the Smart Market Application.

"Campaign"/"Offer" - is the banner displayed in the Smart Market, in "Discover" screen, which contains information and Offers regarding the

products and services supplied by Merchants in the Application. These Offers may be general, applicable to more Users, or customized based on their preferences determined applying a number of criteria, for instance, trading (e.g. previous or frequent purchases) or User's location (when they consented to the processing of their data for localization purposes), in accordance with the provisions of the Smart Market Privacy Policy. The Offer does not stand for a legally binding offer but is only a simple invitation sent to the User to participate in a Campaign for the products and services of the Bank or of the Application's Partners.

"Reward" - the benefit received by any User who meets the conditions of a Campaign in the Smart Market Application, during the terms, and according to the Regulation thereof. Rewards can refer to Vouchers, Cashback or Points.

"Vouchers" - electronic discount coupons (with a determined amount in RON, or as a percentage) or with a free product/prize, received by the User in the Application further to successful completion of a Campaign with Voucher Reward. These can be used to redeem the benefit only with the Trade nominated thereon, according to the Regulation.

"Cashback" - a cash (RON) Reward transferred into the Raiffeisen current account in RON of the User who successfully completes a Campaign with Cashback Reward.

"Points"/"Smart Market Points" - are loyalty Points that can be received further to successful completion of Campaigns with this

Reward. By collecting Points up to a certain level, the User can exchange them into other Rewards in the Application.

"Loyalty Card"/"Virtual Card" - the virtualized version of the Loyalty Cards issued by various Merchants (whether these are Partners or not in the Application) and held by the User. These can be saved in the Application to keep them in the mobile phone, without the User having to always carry their physical cards. Saving of the Loyalty Cards in the Smart Market does not require the Bank to submit to the Merchants that issued them any personal data of the Users.

"Invitee" - the natural person who received a Guest Code from a User of the Application to be used when the latter signs up for the Application with a view to both that person and the User receiving a Reward according to the Regulation.

"Invitation Code" - the single code held by each User, which they can use to invite other eligible natural persons to create an account with the Application with the view to both receiving Rewards according to the Regulation.

"Carbon footprint" – application's feature that helps User to find out which is his personal carbon footprint based on the transactions made through his Raiffeisen personal account or using his Raiffeisen card.

"Sustainable campaign" - is the banner displayed in the Smart Market, both in "Discover" screen, marked with specific icon and in "Profile" screen, in "Environmental responsibility" sub-section, which contains information and Offers regarding the sustainable products

and services supplied eather by Merchants or by the Bank in the Application.

2. What are the functions and services offered by the Smart Market Application?

The functions described below are those displayed in the Smart Market service Application, envisaged to be gradually released in Smart Market; as such, the specifications concerning those services included herein shall take effect as of their respective release. As other additional functions become available, these shall be displayed in the Application, and the Client hereby agrees that their accessing the new functions stands for a written user agreement in respect thereof, in the Smart Market Application User Terms and Conditions and the remainder of the related contract documentation.

The Smart Market Application supports the following actions:

- Viewing, searching, filtering and sorting Campaigns the Users are eligible for - General offers, Sustainable offers but also Customized Offers, depending on several criteria, for instance, their transactional behaviour, preferences, relationship with the Bank or interaction with the Application.
- The possibility to view the Campaigns running in the proximity of User's location (insofar as they consented to their location data being processed), or in a given area on the map, in "Partners" screen.
- Viewing the Raiffeisen Bank agencies on the map.

- Campaign enabling and meeting the conditions for earning Rewards in the Application.
- Viewing the status of the User-activated Campaigns.
- Receiving Rewards as Points, Vouchers or Cashback, further to successful completion of the Campaigns.
- Viewing the Rewards received by the User further to successful completion of the Campaigns in the Application, as well as the Reward-related balance and transaction history.
- Viewing and downloading the electronic Vouchers received as a Reward.
- The possibility to exchange the Points collected eather for special Vouchers with the Application's strategic Partners or for using points within sustainable actions (eg Plsn trees)
- Viewing the Loyalty Cards of the User with one or more Merchants.
- Selecting an avatar for the Application profile, from the predefined list.
- Selecting the categories and domains of choice.
- Changing the manner of logging into the Application.
- The possibility to receive push notifications with information about the Rewards and news or updates of the Application - as described in this document and in line with the Privacy Policy- for Users who consented in the Application to receiving such push notifications.
- Selecting/changing the display language of the Application: Romanian or English.
- Closing the User's Raiffeisen Smart Market Application account.
- Viewing the personal carbon footprint information.

- The possibility to reduce or compensate the carbon footprint by geting involved in sustainable actions (eg Plant trees) or by enabling sustainable campaigns and meeting their conditions.
- Signing out from Smart Market session.

2.1 How can a User sign up for, and create an account in, the Application?

The Bank charges the Client no fee for installation and operation of the Application. However, the Bank does reserve the right to further charge fees for the use of the Application, but only subject to having given the User written notice thereof in accordance with the legislation in force.

The Application can be installed free of charge from the dedicated store – Google Play Store or App Store, on the mobile device of the User, and can be used on Android or iOS operating systems (the compatible version of the operating system is indicated on the Bank's website, Smart Market section).

To install the Application and sign up for it, the User is required to:
a) hold a mobile device with Android or iOS operating system (the compatible version of the operating system is indicated on the Bank's website, Smart Market section).
b) hold a no jailbreak or access root device (otherwise, the User shall be displayed an error message, and are required to change the device or return to factory settings in order to access the Application).
c) hold a device connected to Internet and secured (Screen lock with PIN or password and/or Biometrics).
d) be eligible for this Application:

- Be a Raiffeisen Bank's Retail Client using at least one of the active Raiffeisen Smart Mobile or Raiffeisen Online services - because this Application is intended for the Bank's digital Clients, for the purpose of recognizing them and earning their loyalty.
- Hold at least one current account with an active debit card enclosed (in RON/USD/EUR) or an active credit card issued by the Bank - so that they can be offered relevant Campaigns and be sent the earned Reward.
- Have turned the age of 18 on the date of signing up for the Application.
- Have their data updated and approved with the Bank - establishing and maintaining the business relationship and using/contracting products and services are subject to the Client updating all the information/documents submitted to the Bank (whenever changes therein occurs or at the request of the Bank, with a certain regularity set out in years, in accordance with the latter's rules and procedures and/or from time to time, whenever it deems it necessary); be found with no inconsistencies between the operations run via their accounts and their transactional profile determined by the Bank; be the beneficial owner of the funds transiting their account; not to involve in any, nor have their, operations conducted in countries identified by the European Union as of high risk due to the absence of effective systems anti-money laundering and terrorist financing systems.
- Hold an active, unique and valid personal email address and a personal or business mobile phone number and declare them to the Bank.

e) Download the latest version of the Raiffeisen Smart Market Application from Google Play Store or App Store, on the held mobile device.

f) Initiate the signing up and Smart Market account creation process in the Application:

- Read the Privacy Policy and Cookie Policy, available from the home screen (which can accesses also here: https://www.raiffeisen.ro/ro/persoane-fizice/produsele-noastre/digital-banking/smart-market-politica-confidentialitate.html, or at: https://www.raiffeisen.ro/content/dam/rbi/retail/eu/ro/documents/smart-market-politica-utilizare-sdk.sv.pdf).
- Enter their email address and the last 3 digits of their phone number held for identification in the Bank's database - this information that must match that declared by them to the Bank in the latest form supplied by the Bank for this purpose.
  - When they are not identified based on identification key (email address and last 3 digits of the phone number), the Client can try re-entering them to make sure these are correct, however not more than 3 times; after 3 such failed attempts, the Client is temporarily blocked for 2 minutes and can try introducing them again at the expiry of this term; when the Client cannot be identified even after these 3 additional consecutive failed attempts (6 consecutive attempts in total), they shall be blocked until the next day (00:01 AM), when they can come back and try again, following the same process.
- The Clients identified based on this information, as Retail Clients of the Bank, receive a 6-digit OTP via text message sent to their personal phone number declared in the relationship with the Bank

(entered in the previous step of the sign-up process), to validate their identity.
    - When they didn't receive the text message via OTP or the OTP entered by the Client is not correct, they can ask for a new OTP to be sent to then after 20 seconds.
    - When the OTP is not validated, a Client can ask for and further re-enter the OTP not more than 4 times; after 4 failed attempts, the Client is blocked for 2 minutes; after 2 minutes, they can ask for a new OTP and re-enter it, but this time not more than 2 times, failure which they are blocked until the next day (00:01 AM).
- Having correctly entered this OTP, either by typing it in or with the aid of the auto-fill function, the Client is checked for eligibility for a Smart Market account (to be validated when they meet the eligibility conditions laid down hereunder), and when found eligible, they are automatically created the User account for the Application.
    - When a Client is not identified as eligible because at least one of the criteria is not met, they shall be shown a screen informing them of the eligibility condition not met and shall be redirected to the page on the website www.raiffeisen.ro where they are advised of how they can meet each condition and become eligible for Smart Market.
- Accept the Terms and Conditions hereunder.
- To complete the sign-up process, the eligible Client is asked to set a 6-digit PIN code and confirm it for subsequent log in to the Application. Optionally, when the Client's mobile device supports Biometrics (Face ID/Touch ID), they can choose to set a Biometric password compatible with their device; both the Biometrics and the PIN code can be changed after sign-up from the Application's settings. The log in choice, with PIN code and potentially Face/Touch

ID, shall be used after sign-up, for each further login to the Application, save for the exceptional cases described at paragraph 2.2. The Bank does not process the biometric data in the Biometric System - Face ID (facial recognition)/Touch ID (fingerprint) of the User's mobile device, such as the User's fingerprints and facial image. These data and biometric models related thereto are and remain stored on the mobile device the User the Application is installed on, and are subject to the rules of processing, registration, storage and comparison determined and made known via the respective device.

- Optionally, the User may choose to opt in for push notifications and geo-localization (and such, to the collection of their location data). Such opting in is not a condition for sign up. The user may update their choices at any time after sign-up, from the Application's settings; as to opting in/out for push notifications or geo-localization, these can be managed from phone's operating system settings. In order receive push notifications or allow geo-localization, the User must consent thereto in the Application and set their phone's operating system to allow such types of notifications or geo-localization. When either of the two actions is not completed, the Bank shall not send push notifications, nor shall it collect any location data of the User.
- After Client validation and the Smart Market account creation, the User's data is processed in observance of the Privacy Policy and the Cookie Policy.
- When the User received an Invitation Code from another User of the Application, they can ONLY enter it in the sign-up phase; if the entered Invitation Code is validated, both that other user and User

who invited it shall receive the related Reward in the Application, according to Article 2.7.

An eligible retail Client can only hold one single Smart Market Application User account. The Application shall be used exclusively by the User, and it is forbidden for the latter to transmit it or disclose their access credentials to any third party.

Regularly and automatically, the updated data of the Client shall be taken over also in the Smart Market application in order to optimize the Offers shown to them in the Application.

The Client hereby acknowledges and agrees that they are responsible for keeping confidential and securing the information/data concerning their access and use of the Application.

The Client undertakes to give notice to Raiffeisen Bank forthwith, without undue delay, whenever they find that their information/data used to access and operate the Application, or their mobile device used for this purpose have been gone missing, stolen, misappropriated or used without authorization. They are further required to give notice to Raiffeisen Bank forthwith, without undue delay, of any other breach of the confidentiality/security of the Application they are aware of.

Raiffeisen Bank additionally recommends Users not disclose in any way how their device can be unlocked, nor to disclose their password for the Application to any other persons, except for those duly authorized by them; when they allow third parties to access their mobile device or Application password, they assume the liability for all the actions thus

performed in the Application, as well as for any loss/use by third parties of the Rewards and Virtual Cards in the Application.

2.2 How to log in to access and use the Smart Market Application

To access the Application each time after signing up, having been idle for 60 minutes in the Application, the User is required to log in by PIN code or Biometrics (Face/Touch ID), if set for the Smart Market Application. When the User set Biometrics, these shall be asked with priority for unlocking, followed by the PIN code.

For security reasons, under certain conditions listed below, we shall have to revalidate the identity and eligibility of the User, asking them to enter the email address and the last 3 digits of the mobile phone used in relation to Raiffeisen Bank, followed by the 6 digits of the OTP received by text message to the number declared to the Bank. As a final step, they need to set a new PIN code and, optionally, Face/Touch ID, unless this has already been enabled. The User shall be required to undergo this login process in the following instances:

- has he not set also the Biometric sign in option, and they have already entered a wrong PIN code 3 consecutive times, leading to the temporary blocking of the User's access to the Application for security reasons;
- enters a wrong PIN code 3 times consecutively
- having already set the Biometric sign up option and incorrectly entered their fingerprint a fixed number of times (as defined by the operating system installed on the User's device), the PIN-

based sign in option shall be activated, where they are allowed 3 consecutive PIN entering attempts before the User's access to the Application is temporarily blocked for security reasons;

- has not accessed the Application for 90 consecutive days;
- reinstalls the Application of a new mobile device;
- deletes and reinstalls the Application, keeping their account active all this time
- forgets their PIN code and chooses to reset it
- closes its Application from the mobile phone's operating system
- has their Smart Market account is unlocked (after this was blocked at the initiative of either the Client or the Bank)

For each sign in, we shall check whether the sign up eligibility conditions are set still met, and whether the User has the latest critical version of the Application active:

- When the eligibility conditions are no longer met, the account shall be blocked until the conditions are met.
- When the User does not have the latest critical version, a pop-up window shall open on the device's screen, preventing them to continue to the process. The Client shall not be able to further use the Application if they do not update it.
- When a User does not hold the latest non-critical version released by the Bank, a blue dot shall appear next to the settings icon on the "Profile" screen and next to the "Application Update" option in the "Settings "screen, where

they can also opt to have a version update. The Client may continue using the Application also without updating it.

A User's access to Smart Market can be restricted when:

- The above conditions are no longer met.
- Their activity in the Application could affect or damage in any way to the Application, the Bank, its Partners or Users.
- They breach in any way the Terms and Conditions or the Regulation.

In these instances, they can obtain additional information about their restricted access contacting the Bank via the "Need help" section of the Application, or by calling any of the 2 phone numbers indicated in Art. 10 of this document.

2.3 How can a User participate in a Campaign and access an Offer?

A Campaign is an Offer or a promotion, which runs according to a mechanism detailed in the Application's General Regulation and in the details of the Campaign in the Application, and which brings to the User Rewards to fulfil its conditions.

The Campaigns shown in Smart Market can be quantity and time bound.
The Campaigns that can be accessed in this Application are:
a) Campaigns of Merchants, contractual partners of Raiffeisen for the Smart Market Application - with Rewards awarded instantly or subject

to meeting certain conditions according to the Regulation (related to purchases/transactions with Merchants), including, but not limited to:

- Promotional offers for acquisition of their products/services, recurring or on certain special occasions/days;
- User loyalty Campaigns;
- Raffle Campaigns;
- Campaigns triggered by a relevant event or location of the User;
- Campaigns with Rewards awarded instantly or subject to meeting certain conditions according to the Regulation

(related to purchases/transactions with Merchants);

- Sustainable campaigns provided by responsible partners.

b) Campaigns of the Bank - Campaigns with Rewards awarded instantly or subject to meeting certain conditions according to the Regulation, including, but not limited to:

- Promotional offers for acquisition or use of Raiffeisen financial-banking products/services;
- Sustainable campaigns provided by the Bank
- Client loyalty Campaigns;
- Raffle Campaigns;

Campaigns triggered by a relevant event or location of the User;

- "Member get Member" Campaigns (invite a friend and you both win);
- Campaigns for activating and increasing the interaction of the User with the Application or the Bank;

To access a Campaign, the User is required to:

- View the list of the Campaigns intended to them in the "Explore" section

- In this section, Users will find general campaigns they are eligible for
- User may also find Campaigns with "For you" mark (customized Campaigns, based on a number of criteria, such as for instance, the favourite categories set by them in the Application or the transactional behaviour of the User, their relation with the Bank and its services, their activity in the Application, as well as of the User's location, as applicable); when the Bank does not hold any relevant information to identify a customized Campaign intended to the User at the time of accessing this section, they shall have no campaign marked with "For You" icon.
- View the list of sustainable campaigns which are marked with specific icon; these campaigns are also displayed in "Profile" screen, in "Environmental responsibility" sub-section and contain information and Offers regarding the sustainable products and services supplied eather by Merchants or by the Bank in the Application.
- They can view the Partners the User has active Campaigns with as dropdown list or "Tile" view
- For both list and tile view, a Campaign filtering, sorting and searching is available.
- The Campaigns available to a User may differ from those viewed by other Users of the Application because they may be developed to be relevant to each User and are customized according to a number of criteria, such as for instance, their preferences, transactional behaviour, status of Raiffeisen Client, activity with the Application (when they consented in this regard, and as soon as this function

becomes available in the Application), and possibly location (when they consented to geo-localization)

- The possibility to view Campaigns and Partners on the map; if the User has consented to geo-localization (as per Art. 2.1), he can view its position and available campaigns around him and also nearest Raiffeisen branches.
- View a Campaign's detailers and carefully read all the terms thereof by clicking on the desired Campaign; this click shall open a Campaign details screen that contains: its name, the Merchant/Partner, a representative image, its description with details and mechanics, the validity term, certain conditions of the Campaign, the Rewards that are offered and a link to the General Regulation.
- In order to take part in, and sign up for, the Campaign or the Offer, the User is required to enable it by clicking on the "Activate" button in the details screen.
    - Once enabled and confirmed, the Campaign becomes visible in the "My Campaigns" section where the User can see its status and progress in the "Active" sub-section until its completion, when this is moved to the "Completed" sub-section.

Once a Campaign has been enabled, to receive the related Reward, the User is required to:

- successfully meet the terms listed in the of Campaign details and the General Regulation, during its respective validity period and subject to the availability of such Rewards - when a Campaign is rendered conditional upon such availability according to its mechanics (e.g.: to purchase a product/to make a transaction

with a given Merchant or using a given card/ to use a certain banks product or service, etc. - more details are provided in the General Regulation); once observance of the Campaign's terms has been confirmed, the User shall receive and view the Reward in the "Rewards" section;

- when a Campaign awards Rewards instantly, the User shall receive the Reward immediately after enabling the Campaign, during its respective validity period and subject to the availability of the Rewards and can access and view it in the "Rewards" section.

When Users wish to receive push notifications of the earned Rewards, these need to consent to receiving such in the Application, according to Article 2.2.

A Reward shall only be offered when the Campaign's conditions are successfully met, according to its description and the Regulation, during the validity period of the Campaign and subject to the availability of the Rewards.

2.4 What Rewards can be earned in the Application?

Rewards are the benefits that the User receives in the Application, having successfully met the conditions of a Campaign, or enabled an instant Campaign, according to the Regulation and the process details provided at Article 2.3. There are several types of Rewards in the Smart Market Application, depending on each Campaign:

a) Vouchers:

- These are electronic coupons, that can be used directly from the Application ("Rewards" section) or on the mobile device, when previously saved thereon.
- They have several mechanics: with barcode/numeric code/QR code, without code in .pdf format.
- Depending on the terms of each Voucher, this can be used online on the Merchant's website or in its stores/physical locations.
- They can offer several types of Rewards:
    - With a fixed-amount discount in RON - which the User can use for the next transaction with the offering Merchant to be subtracted the Voucher's amount from the total payment or the total amount of the goods/services the discount applies to, in accordance and in compliance with the terms of use written in the Voucher's regulations or details.
    - With a percentage discount from the transaction which they can use for the next transaction with the offering Merchant, by subtracting the percentage written on the Voucher from the total payment or the total amount of the goods/services the discount applies to, in accordance and in compliance with the terms of use written in the Voucher's regulations or details.
    - With a free prize/benefit that the offering Merchant can communicate/display, in order to receive from the latter the free benefit written on the Voucher, in accordance and in compliance with the terms of use written in the Voucher's regulations or details.

- Additionally, the Bank also provides **special Vouchers** that can be purchased in the Application with Smart Market Points earned in the Point-awarding Campaigns (as detailed at Article 2.5).

b) Cashback:

- It is the Reward received further to successful completion of a Cashback Campaign in the Smart Market Application, after which the User shall receive the amount of money related to the Campaign.
- The amounts to be received after completion of such Campaigns, following the eligible transactions settled according to the Regulation/details in the Application, are displayed and accrue in the virtual Cashback account (balance) in the Application, in the "Rewards" section >> "Cashback" or "Profile", as of their collection and until these are transferred into the Client's account
- On the fourth working day of the month, the amount accrued in the virtual Cashback account in the previous month shall be transferred into the current account in RON of the User opened with Raiffeisen, the account that is eligible for cashback according to the Regulation, and the balance in the Application shall be updated by subtracting the amount thus transferred.

c) Smart Market Points:

- These are Points valid only in the Smart Market Application, which are earned by Users having successfully completed Point-awarding Campaigns of the Bank.
- These can be collected and redeemed by the User in the Application for special Vouchers only when one value

levels/thresholds are met, according to the Regulation and the information in this document (Article 2.5). The User can chose from Vouchers with different amounts, depending on the number of Points collected and the threshold reached, that can be used with the Merchants listed in the Application in the "Vouchers for Your Points" section.

- Additionally points cand be used within sustainable actions (eg Plant trees).
- Points that are earned by Users in the Application have an expiry date that is communicated to the User in the app in “Rewards” – “Points” section. After the expiry date, Users won’t be able to use the expired Points or convert them into money or objects neither to use them outside the Application.

d) Special Vouchers:

- These are the Vouchers that the User obtains, acquires by redeeming their Points earned in the Smart Market Application - according to the details at Articles 2.4(a) and 2.5(c)

2.5. How can the earned Rewards be accessed and used?

In order to view and benefit of the earned Reward, a User is required to go through the following steps:

a) for **Voucher-type Rewards:**

- Successful completion of a Voucher-awarding Campaign and/or redeeming a number of Points for a Voucher, during its validity period and subject to the availability of the Rewards.

- Accessing the received Voucher in the section "Rewards" >> "Vouchers" >> "Ready to use vouchers" by clicking on the respective banner.
    - In the "Rewards" section, "Vouchers" sub-section, there is information about the Vouchers received following the Voucher-awarding Campaigns or redeeming Points for Vouchers via the Smart Market Application.
    - This sub-section is, in turn, structured depending on the status of the Vouchers obtained, in two separate parts: " Ready to use vouchers " (list of Vouchers received by the User and falling within the validity term communicated for the Campaign, with the possibility to sort them by brand and expiry date), and "Expired Vouchers" (list of Vouchers received by the User, but that have expired during the last 30 days).
    - In each of the 2 areas or sub-sections, the User can access each Voucher to view its details; the Voucher can be accessed by clicking on it; this shall display the following information: name and description of the Voucher, name of the Merchant this can be used with, amount, code (if required for using it), Terms and Conditions, means of use, history of the transaction the Voucher was obtained from.
- Opening the electronic Voucher by clicking on its banner (from the section "Rewards" >> "Vouchers" >> " Ready to use vouchers ") and possibly downloading the Voucher in .pdf on their mobile device:
    - for Vouchers without barcode/numeric/QR code, which instead of this code, in the details screen, displays the icon specific to .pdf files and the "Open Voucher" button;

- If the user has more than one voucher from the same Merchant, he will be able to see the vouchers in the same screen by swipping the voucher's code/icon section

- Using it in the next visit/transaction to the Merchant offering the Voucher, during the validity term of the Voucher and subject to the terms indicated in its details - when this can only be used in a physical location/physical store:
  - For a barcode/numeric/QR code voucher: displaying to the seller/representative the Voucher in the Application (section "Rewards" >> "Vouchers" >> " Ready to use vouchers " >> Voucher details) or from the phone, if previously saved; printing out or sending of the Voucher is not necessary; however, the code must be visible and legible by the seller/scanning system;
  - For a Voucher type .pdf with or without barcode/numeric/QR code: displaying to the seller/representative the .pdf Voucher in the Application (section "Rewards" >> "Vouchers" >> " Ready to use vouchers " >> Voucher details >> "Open Voucher" button); printing out or sending of the Voucher is not necessary; however, the code must be visible and legible by the seller/Merchant's scanning system;
- If the user receives more than one voucher from the same Merchant, he will be able to view the vouchers separately in the list displayed in Vouchers section.
- Or using it in the next online transaction/purchase/online application on the website of the Merchant offering the Voucher, during the validity term thereof - when this case be used only online, on the Merchant's website:

- For a barcode/numeric/QR code voucher: entering the code on the Voucher; printing out or sending the Voucher is not necessary;
- For a .pdf type Voucher with barcode/numeric/QR code written on it: entering the code written on the .pdf Voucher in the Application in the specific filed on the Merchant's website (section "Rewards" >> "Vouchers" >> " Ready to use vouchers " >> Voucher details); printing out or sending of the Voucher is not necessary;
- For a .pdf type Voucher without barcode/numeric/QR code written on it: using it on the Merchant's website, according to the instructions and scheme to that Merchant, written in the Voucher's details;

- The use of the code must be in compliance with the conditions and instructions written in the Voucher's details and the Regulation;
- Receiving the Reward as a (fixed or percentage) discount from the respective transaction/purchase made with the Merchant, or as a free product/service offered by the latter as prize, according to the information written on the Voucher and in the Regulation.
- Using the Voucher with the Merchant Partner. Transactions performed by a company intermediating the sale of the respective products and/or services shall not entitle to the amount of the Voucher (e.g.: offer aggregators, agencies/companies intermediating the services of the Partner, etc.).
- Vouchers must be used before their respective expiry date written thereon or shown in the screen with their details.
- Vouchers cannot be transferred to other persons.

- Users may not claim their consideration in cash.
- The Voucher shall be validated and granted only subject to the following conditions:
    - All Campaign terms written in the Regulation and the Campaign's details are observed.
    - When a trading condition is applicable, it shall be checked whether the amount was paid with the card eligible for the Campaign, the holder of which is the User.
    - Whether the Reward-generating transaction has been settled, has not been cancelled/rendered invalid, the products have not been returned, or their delivery has not been refused by the User or Merchant.
    - Whether the Reward-awarding transaction was performed for full payment of the purchased products/services; the Reward does not apply in case of partial payments made by Users (e.g.: a partial payment made with the Campaign-eligible card the holder of which is the User, etc.), or the products/services that fall outside the promotion, according to the Regulations and the Campaign's details displayed in the Application.
    - Reward-generating eligible transactions are payments performed at merchants in Romania or from abroad (at POS/EPOS or online), including bills payments made with Campaign-eligible card. Following types of transactions are not eligible: (i) money withdrawls or other similar operations, (ii) card performed payments representing money transfers (including Wire Transfers and other similar services) or payments taken for financial

institutions, primarily those merchants that deal with loan payments or other credit-related activities.

When settlement of transactions entitling to the Reward is delayed by the Merchant, Reward registration, validation and transfer shall be subject to the same delay.

b) For **Cashback Rewards:**

- Successful completion of a Cashback-awarding Campaign, during its validity period and subject to the availability of the Rewards.
- Validation and settlement of the Cashback-awarding transaction.
- Viewing the information about the Cashback earned in the section "Rewards" section >> "Cashback", where the User can see:
  - The total balance of the Cashback earned up to that time, as available in the Virtual Cashback account of the User in the Application, after the settlement of the transactions that generated it; this virtual Cashback shall be received on the 4th working day of the next month, in their current account in RON, having attached a debit card, opened with Raiffeisen; this information can be also found in the "Profile" section;
  - Cashback transaction history (Cashback earning, its transfer/receipt into the Raiffeisen account, manual adjustments);

- On the 4th working day of each month, the User shall be transferred the amount accrued in their virtual Cashback account into their Cashback-eligible current account in RON, having attached a debit card, according to the Regulation
    - The Cashback is nominal and belongs to the User as individual. This means that they may not indicate persons or bank accounts, other than those above, for the Cashback transfer.
- When the Cashback is transferred into the User's current account, the Cashback balance in the Application (the "Rewards" or "Profile" screen) shall be adjusted with the amount transferred into the current account. The amount of the Cashback Rewards shall only be validated and calculated if the following conditions are met:
    - All Campaign terms written in the Regulation and the Campaign's details are observed.
    - The amount is paid with the Card eligible for the Cashback Campaign, the holder of which is the User, and is settled on the Cashback calculation and validation date
    - Whether the Reward-generating transaction has been settled, has not been cancelled/rendered invalid, the products have not been returned, or their delivery has not been refused by the User or Merchant.
    - The Reward does not apply to payments partially made by Users (for instance: a partial payment made with the Campaign-eligible card the holder of which is the User, etc.), or the products/services that fall outside the promotion, according to the Regulations and the Campaign's details displayed in the Application.

- Reward-generating eligible transactions are payments performed at merchants in Romania or from abroad (at POS/EPOS or online), including bills payments made with Campaign-eligible card. Following types of transactions are not eligible: (i) money withdrawls or other similar operations, (ii) card performed payments representing money transfers (including Wire Transfers and other similar services) or payments taken for financial institutions, primarily those merchants that deal with loan payments or other credit-related activities.
- In order to transfer the earned Cashback, by accepting these Terms and Conditions, the User allows access and crediting of their bank account in RON, having attached a debit card, the holder of which they are (the most recent account of this type, opened with the Bank). At the time when the Cashback is transferred into this account, its crediting and accessing must be allowed, otherwise the Cashback shall not be transferred and shall be cancelled (the Bank shall make only one attempt to credit the Client's account).

When settlement of transactions entitling to the Reward is delayed by the Merchant, Reward registration, validation and transfer shall be subject to the same delay.

c) For **Rewards in Smart Market Points**

- Successful completion of a Point-awarding Campaign, during its validity period and subject to the availability of the Rewards.
- Viewing the information about the Points earned in the section "Rewards" section >> "Points", where the User can see:
  - The total balance of the Points earned in the Application, available for use when this section is accessed; this information can be also found in the "Profile" section;
  - History of Point-awarding transactions (receiving of Points, using/redeeming such for special Vouchers, using/redeeming them within sustainable actions (eg Plan trees, manual adjustments and also, Points expiry date);
- Collection of Points until one of the levels eligible for redemption, as these are set out in the Regulation or in the Application, is reached.
- Using Points which were earned in the app until the expiry date as it is communicated in the app.
- In order to redeem points for special Vouchers or using them within sustainable actions (eg Plant trees), once one of the levels above has been reached, the User can access the section "Rewards" >> "Points" or "Profile" and click on the "Redeem Points" button.
- In the "Redeem Points" screen, they shall either select the desired Voucher the number of Points held can be redeemed for, shall confirm the transaction and shall receive the Voucher in the section "Rewards" >> "Voucher" tab or choose to contribute within one of the available sustainable actions
  - When they select a Voucher, they do not have enough Points for, its details can be viewed, but this cannot be obtained.

- The received Voucher can be just as the rest of the Vouchers - according to Article 2.5(a).

- The number of Points redeemed for Vouchers or for contributing within sustainable actions shall be subtracted from the balance displayed in the Application, in the section "Rewards" >> "Points" or "Profile".
- The amount of the Points shall only be validated and calculated if the following conditions are met:
  - All Campaign terms written in the Regulation and the Campaign's details are observed.
  - When a trading condition is applicable, it shall be checked whether the amount was paid with the card eligible for the Points-awarding Campaign, the holder of which is the User.
  - Whether the Reward-generating transaction has been settled, has not been cancelled/rendered invalid, the products have not been returned, or their delivery has not been refused by the User or Merchant.
  - The Reward does not apply to payments partially made by Users (for instance: a partial payment made with the Campaign-eligible card the holder of which is the User, etc.), or the products/services that fall outside the promotion, according to the Regulations and the Campaign's details displayed in the Application.
  - Reward-generating eligible transactions are payments performed at merchants in Romania or from abroad (at POS/EPOS or online), including bills payments made with Campaign-eligible card. Following types of transactions are not eligible: (i) money withdrawls or other similar

operations, (ii) card performed payments representing money transfers (including Wire Transfers and other similar services) or payments taken for financial institutions, primarily those merchants that deal with loan payments or other credit-related activities.

- The User may not claim the cash consideration of the Points, nor can they use them outside the Smart Market Application.

When settlement of transactions entitling to the Reward is delayed, Reward registration, validation and transfer shall be subject to the same delay.

Under certain conditions, a Reward may be invalidated and withdrawn by the Bank from the Application account (for Vouchers, Points, virtual Cashback), or the Raiffeisen account, as applicable (for Cashback) after this was offered, according to the Terms and the Regulation, when the Bank finds that the its conditions have not been met after the receipt of the respective Reward, including, but not limited to, the following: the Reward-awarding transaction was cancelled, its delivery was refused, or the purchased product was returned. In these instances, with a view to adjusting the Regulation or Application non-compliant Reward offered, the User shall allow the Bank access to their account in RON or the account with the Application where the Reward was offered - such a permission is granted by default when accepting these Terms and Conditions.

When such irregularities are found before effectively granting the Reward, this shall no longer be validated and granted, pursuant to these Terms a]nd Conditions and the General Regulations.

2.6 How can Merchant Loyalty Cards can be virtualized?

A User can virtualize their Loyalty Cards with different companies/Merchants (either or not Partners in the Application) in order to keep such in one single Application on their mobile phone, without having to carry the physical cards with them.

How can an User virtualize and use their physical loyalty cards with different Merchants:

- Access the Smart Market Application, "Your Loyalty Cards" section in "Profile" screen.
- Add a new Card by clicking on "Add Card".
- Add the name of the Card - as this appears on the Card, or the name of the issuing Merchant.
- Add the Card number - by scanning its code (QR/bar code) printed thereon, or typing this in.
    - If the barcode or QR code cannot be scanned or is not recognized by the scanner, the number written below them can be entered by hand.
    - The number thus entered shall have only numeric characters and contain at least 8 digits; if not, 1 or more 0s can be added in the beginning of the code.
    - An User cannot save 2 or more Cards with the same Card number.
- To save the Card containing at least its name and number

- name and number are mandatory fields for a Card to be saved.

After saving the Cards, in this section, Users can choose to:

- View their previously saved Cards.
- Edit or even delete their saved Cards.

In order to use a virtualized Loyalty Card with a Merchant, the User is required to:

- Go to the office/store of the Merchant that issued it or access the Merchant's website (when this virtual Card can also be used for online purchases on the Merchant's website).
- Present it to the seller/representative for scanning or reading the code in the Application; or enter it on the website at the time of purchase - depending on how to this is used.
- Use it according to the specific mechanics, regulation or terms of the Merchant applicable to their loyalty Cards.

When the User changes their device, but keeps the Smart Market Application installed on the new device, they can still view all the Cards previously saved in the Application.

When the agreement is terminated by either the Bank or the User, subject to the terms laid down at Article 3, the User shall no longer have access to their virtualized loyalty Cards, as these are to be deleted together with the Smart Market account.

It is not necessary for a loyalty Card to be issued by an Application's Partner, and Users can virtualize any Loyalty Card of any Partner, in observance of the conditions above.

Saving/Virtualization of loyalty Cards in Smart Market does not require that any personal data of Users is submitted by the Bank to the Merchants that issued.

2.7 How can an invitation be sent to a friend so that they are both rewarded?

When a User wants to invite a friend to create a Smart Market account and both of them receive Rewards, they can use the "Member Get Member" function in "Profile" section, when this becomes available.

How can an User send an invitation and receive a Reward:

- Each eligible User is automatically assigned a unique Invitation Code in Smart Market, which can be viewed in "Profile" section.
- The user accesses "Profile", "Invite your friends" section, when such a Campaign is available in the Application and this section is visible.
- They view their unique invitation code and forward it to one or more friends:
    - either by selecting the desired submission channel from the list displayed according to the phone's operating system (by text message, email, social media, etc.);
    - either by copying the Code and sending it manually on the desired channel, outside the Application (e.g.: email, text message, iMessage, social media, etc.).

- The Friend/Invitee receives the Code directly from the User, together with a link to download or access the Application, download or access the Application (if this has already been downloaded, but they haven't yet sign up), and sign up according to Article 2.1, using this Code.
- Once the Invitee has successfully signed up and only if the Invitee is eligible in the campaign, both Users receive the Reward concerned according to the Regulation and the mechanics detailed in the Application.

How can a Client use the Invitee code and receive a Reward:

- They receive the link to the Application and the Code from their friend in one of the ways listed above.
- They download the Application (or open it when this has already been downloaded on their mobile device) and start the signing up process according to Article 2.1, during the validity terms of "Invite a friend" Campaign, the term made known in this regard, - before the end of the running month or according to the instructions in Application, when this is different.
- In the last step of the sign-up process, in "Do you have an invitation code?" screen, they enter the Code received and validate it (pay attention that this is the only time/screen when/where they can enter this Code in the Application).
- If the Code is correct and the sign-up process is successfully completed, both Users shall receive the said Reward, automatically into their accounts (meaning both the Invitee and the User who invited them using the same Code); they shall be notified by means of a push message, provided that they have opted in to receive push notifications.

- When the Code entered is not validated as correct, the User shall receive an error message and can try to re-enter it.

For security and data protection reasons, the invitation Code can only be distributed directly by the User to their friends, with no involvement whatsoever of the Bank or other Partners. The Bank shall have access to, and process, the personal data of the friend Invited by a User for Smart Market purposes only when such fried commences the Smart Market signing up process and enters the Invitation Code received from the Smart Market User.

"Invite to friend" section (from "Profile") and "You have an invitation code" section (from the sign-up flow) are only visible in the Application when the Bank activates and runs an "Member Get Member" Campaign in the Application.

A User will be rewarded for a maximum number of friends as it is mentioned in app regulantions.

The invitee Code can be used and entered only one time by a Client and only in the end of the sign-up enrolment flow, in "Do you have an invitation code?" screen. When the newly registered User does not enter it in this screen, they no longer have the possibility to enter it later and, as such, neither them, nor the friend who invited them shall receive the Reward.

Specific information about the Reward received by each of the two Users shall be included in the Regulation and in the Application under "Member Get Member" functionality.

Should additional terms be applicable to "Member Get Member" function, these shall be included in Smart Market and in the Regulation.

2.8 What information is found in the Profile section?

The profile screen is a dashboard of the User, where they can view information about:

- **Name and first name** - as these appear in the Bank's systems.
- **Selected avatar** - In this screen, the User can select an avatar as their representative image to appear in the profile screen (adding/uploading a photo is not allowed). They have a wide range of images they can choose one from. Should they want to change it, they can access the avatar image in the "Profile" screen and select another image. Those who do not choose an image shall be assigned a generic one by default, until they choose one.
- **Points Balance** - the current balance of the Points collected by them from participation in Points-awarding Campaigns, according to the description at Articles 2.3 and 2.4. In the same section, the User shall have 2 options:
  - To use their Points - by clicking on the "Use" button, they can the catalogue of Vouchers they can redeem their Points for, according to Article 2.4.
  - To earn other Points - by clicking on the "Win" button, they shall be directed to the "Discover" page where they can discover other Points-awarding Campaigns

- **Voucher Balance**: In this section, they can view the number of Vouchers received, as described at Article 2.4. Additionally, when they click on this section, they are redirected to "Rewards" section >> "Vouchers" tab, to view details about these.
- **Cashback Balance**: The current virtual Cashback balance that the User is to receive on the 4th working day of the month, according to the description at Article 2.4.
- **Environmental responsibility -** is the sub-section which includes:
  - **Carbon footprint** – is the features that helps User to find out which is his personal carbon footprint based on the transactions made through his Raiffeisen personal account or using his Raiffeisen card and to find more information about it. Only if enough relevant transactions will be available for the User, the personal carbon footprint information will be available in the application.
  - **"Get involved"** area – where the User can view sustainable actions to get involved in (eg Plant trees)
  - **"Your contributions"** area – where the User can view the results for getting involved in sustainable actions
  - **"Sustainable campaigns"** area – where the user can view offers from responsible partners.
- The option to virtualize **Loyalty Cards** - as described at Article 2.6.
- **Campaign Balance:**
  - **"Available"** - Campaigns available to the User at that time, that they are eligible for and which are displayed in the "Discover"

screen. By clicking on this section, the User is redirected to the "Discover" screen.

- **"Activated"** - Campaigns activated by the User by clicking on the "Activate" button in the details of the Campaign or which are activated by default. By clicking on this section, the User is redirected to "My Campaigns" screen >> "Activat" sub-section.

- The option **Member Get Member**, if available at that time - as described at Article 2.7
- **Find out how to...** - to find out more details about the mechanics of various Campaigns, how to earn Rewards, how to redeem Points for Vouchers - the User can access this section.

2.9. How to manage your Smart Market settings and account?

In "Settings" section of the Application (accessible from the top bar of "Profile" screen), the User has the following options to manage their Smart Market account:

- Select **favourite categories:** The User can view the categories/business areas of Merchants available in the Application and, in this screen, can set a limit to the number of favourite categories, according to the Regulation. These categories shall give the order in which Campaigns are displayed on "Explore" screen (the hits related to these preferences shall be shown on top of the list). Additionally, depending on these categories, the User can receive User-relevant Customized Offers in the Application, from these

favourite categories (in "Discover" section, campaigns with "For You" icon).

- **PIN change:** the possibility to change the PIN code used to log in to the Application.
- **Enable or disable Biometric log in (fingerprint and/or Face ID)** - the possibility to select also another log in option, besides the PIN code, depending on the performance and model of their mobile device: Face ID/Touch ID (fingerprint). When any of these 2 options is set, at the next log in, this log in option shall take precedence; if this does not work or cannot be validated, the PIN log in shall be used, according to Article 2.1.
- **Change of consent settings** as to opting in for push notifications, or geo-localization (and such, to collection of their location dataThe User can grant or withdraw their consent for these purposes, according to Article 2.1. above and the Privacy and, respectively, Cookie Policy.
- **Access and view/save the Terms and Conditions** (in .pdf format) the User agreed to when they signed up for the Application, which stands for the contract between the Retail Client and Raiffeisen Bank as regards the Smart Market product.
- **Access and view/save the Privacy Policy** (in .pdf format) - made available to the User including when they signed up for the Application, and which contains information about the User's personal data processing for Smart Market purposes, including about their respective rights and how can these be exercised.

- **Access and view/save the Cookie Policy** (in .pdf format) - made available to the User including when they signed up for the Application, and which contains information about the use of a cookie-similar technology (namely, SDK) for the purposes described in the respective Cookie Policy.
- **Access and view/save the General Regulation** (in .pdf format) - the option to view the General Regulation of the Application, as well as of the Campaigns displayed in this Application.
- **Access and view/save the List of Smart Market Partners**
- **Update the Application** - depending on the type of the required Application's version, the Client shall be shown:
    - The message that their Application is up to date, in the settings screen - when they have the required updated version of the Application.
    - The message that there is a new version of the Application that can be downloaded, with the option to download - when the Bank has launched a new non-critical version (which only provides minor upgrades to the Application). The Client may continue using the Application also without updating it. Moreover, in order to make the User aware of the new version available, a blue dot shall appear next to the settings icon in the bar, and next to this, the option to have the Application updated in Settings screen.
- **Close the Smart Market account** - to unsubscribe from this service, the User has the option to close their account directly from

the Smart Market Application, "Settings"/"Management" section. After this, the User's Smart Market account shall be deleted from the Bank's systems. Closing the Smart Market account does not mean that the personal data of the User that the Bank processed for this purpose shall be deleted as well, and this data shall continue to be stored according to the provisions of the Privacy Policy. Should they want to access this service again at a later date, the User can sign up again for the Application, and the Bank shall reopen the account created and initially closed by the User, insofar as they meet the conditions at Article 2.1. When a Smart Market account is closed and then reopened, the reopened account of the User shall have the same status as at the time when the User closed their Smart Market account, save for the Campaigns or Rewards that have expired in the meantime and cannot be redeemed any longer, as well as for other data categories the retention term of which, as set by the Bank, has expired, if any. More details about how to close a Smart Market account is available in Article 3.

- Signing out from Smart Market – user can sign out from the app. Therefore, he must re-enter his personal contact information at the next signing-in process.

2.10 How to select or change the language in the Application?

The languages available in the Application are Romanian and English. When the Application is accessed for the first time, the default language is Romanian. This can be changed by Users:

- During the Application sign up process.
- At any time, in the Application, by clicking on the icon that depicts a globe, in "Profile" screen, and switching the language from Romanian into English or vice versa.

2.11 What support options can be accessed directly in the Application:

In "Help" section, accessible from the Application either from the sign up flow or in the top bar of Profile" screen (the icon depicting a life buoy), the User has a number of options:

- View a **video tutorial** that explains in detail how the Application works.
- Change contact data in the data update section: from here, they are redirected to the Smart Mobile Application where they can change some of their contact data that is provided on their IDs (no type of data can be changed in the Smart Market Application).
- Contact a Raiffeisen Bank representative - for questions/complaints/issues related to operation of the Smart Market Application, they can contact the Call Center service by:
  - Calling *2000 (charged the normal rate applicable in any network, in Romania available 24/7).
  - Calling 004.021.306.3002 (charged the normal rate applicable in any network, in Romania and abroad, available 24/7).
- Email to centrala@raiffeisen.ro - via the ApplicationAccess the website www.raiffeisen.ro, in dedicated 'About Raiffeisen' section - for more details about the company and its products/services.

3. Termination, blocking/suspension or closing of the Application account:

a) Termination of the contract related to the use of the Application may occur in any of the following instances:

- By termination de jure, without putting in default and prior formalities, when the Bank finds that the obligations stemming herefrom or the Raiffeisen Smart Market Programme's Regulation have not been complied with, as well as in case of a contractual default, and the Bank decides to terminate the contractual relation under the General Terms for Performance of Retail Banking Operations.
- When any of the conditions set for signing up for the Application, as these are laid down at Article 2.1, are no longer met
- By withdrawal of the Bank, with no duty to provide reasons, but subject to giving the Client at least 30-calendar days notice before the envisaged termination date by email, text message or Application notifications.
- By withdrawal of the Client.

The Client can terminate the use of this service by filing a termination application in any Agency, or closing alone theim alone in the Application:

- by closing their account, directly in the Smart Market Application: in "Settings/Management" section, by clicking on "Close Smart Market Account" button and confirming the action
- or by making an express account closure request in any Raiffeisen agency, filing a service termination application.

Uninstalling the Application from the mobile device, without closing the account in the Application, neither means, nor generates the closure of the Smart Market account.

Following the closure of the Smart Market account, as described above:

- The Client's Smart Market account shall be marked as closed in the Bank's systems, but not also the other accounts/products/services contracted with the Bank (e.g.: current account, credit card, Smart Mobile Service, etc.), unless their closure is specifically requested;
- Thus, after the closure of the Smart Market account:
    - the Cashback earned in the Application's virtual account was closed or the pending Cashback that has not been yet transferred into the current account before the account's closure date shall invalidated and the transfer shall no longer be operated;
    - the Vouchers received in the Application cannot be accessed any longer after closure of the account;
    - the Points received in the Application that have not been redeemed cannot be accessed any longer after closure of the account;
    - the activated Campaigns cannot be completed and award any Rewards after closure of the account;
    - the virtualized loyalty Cards in the Application shall not remain saved and cannot be accessed any longer after closure of the account.
- All or part of the User's personal data will continue to be stored in accordance with the Privacy Policy. The personal data processed

by the Bank for other products/services contracted by the Client with the Bank contractually at that time shall continue to be processed according to the information provided for the purposes of such products/services.

- After closure of the account, should the User want to access this service again at a later date, they can do so by reinstalling the Application and signing up for it again, provided that they meet the conditions laid down at Article 2.1, and the Application data related to the initially closed User account can be accessed again, if still valid (Rewards, Campaigns, loyalty Cards); however, provided that this data is still retained, according to the Bank's data retention policy, and has not been deleted, as above; under such circumstances, the reopened User account shall have the same status as at the time when the User closed their Smart Market account, save for the Campaigns or Rewards that have expired before the reopening of the account and cannot be viewed/redeemed any longer, as well as for other data categories the retention term of which, as set by the Bank, has expired, if any.
- As regards the consents to receiving push notifications and geo-localization, the Bank shall refer to the User's expressed options in the new sign-up process.

b) Blocking/suspension of the Application by the Bank

The Bank reserves the right to block/suspend or limit the use of the Application, not to initiate or perform one or more transactions or functions, to block installation/reinstallation of the Application, when:

- The Bank learned that the device the Application is installed on has been lost, stolen, or compromised, or that the Application has been

copied, stolen, rendered unusable or compromised, or that this is malfunctioning; this blocking/suspension shall take effect subject to the Bank having first advised the Client by phone of the occurrence, using the contact number provided at Article 10;

- The Bank suspects an unauthorized/fraudulent use of the Application or performance of fraudulent/illegal transactions via the Application.
- The Client fails to comply with their obligations at Article 5, or with the legal and/or contractual provisions, including the breach of these Terms and Conditions or of the General Regulation, or the failure to adopt proper conduct rules causes damages of any kind to the Bank, such as, but not limited to, the Client supplying false information or bypassing the security measures of the Application.
- There is a legal provision or order of a competent authority that requires this.
- In the sign up or sign in process, the Client enters either a wrong email address and phone number, or the PIN to unlock the Application, or the OTP to verify the Client's identity more times.
- Their version of the Application is 2 versions older than the current one.
- The compatible version of the operating system is older than that indicated on the Bank's website, Smart Market Section.
- Their device has jailbreak or root access after signing up
- The user is no longer eligible for the Application, according to Article 2.

The Bank can further block/suspend or change the Application immediately, for objective reasons, as well as, but not limited, when there is a need to perform maintenance or repair works. The Bank can

add new functions from time to time but is under no obligation to provide a given function in the Application.

Raiffeisen Bank shall reactivate the Application, on a case-by-case basis, as soon as possible after addressing the reasons that caused its initial blocking/suspension.

More information about how the Application works can is found at https://www.raiffeisen.ro/persoane-fizice/produsele-noastre/operatiuni-curente/servicii-online/smart-market/

4. Amendment of the Smart Market Application's Terms and Conditions

The Bank can amend these Terms and Conditions at any time by publishing the amended Terms and Conditions in the Smart Market Application. In this case, Users shall be given notice thereof, by email, text message or Application notifications, at least 60 days before the envisaged effective date of such amendments. This term shall not apply to the changes required by enactment if new legal provisions, which changes shall apply depending on the effective date of the said regulations.

Any use of the Application after the effective date of the changes shall be deemed tacit acceptance of the new Terms and Conditions.

Should the User not agree with the proposed changes, he can withdraw from the contract during the abovementioned term and delete their Smart Market account from the Application, by clicking on "Close Smart Market Account" button in their Application "Profile". Closure of the account takes effect according to Article 3.

When new functions are implemented in the Application, these shall be subject to the provisions hereof.

5. Your duties and responsibilities as User of the Application:

In order to use the Smart Market Application, the User hereby represents and guarantees as follows:

a) They have the right, authority and fully legal competence.
b) They have the status of eligible Client, pursuant to Article 2.1., over the entire period when they use the Application and throughout the validity of this contract.
c) That they do not supply to the Bank any false, inaccurate, misleading or non-updated data when they access or use Smart Market.
d) They do not disclose to any third parties the device unlocking information, except for those authorized by the User, because such a disclosure exposes them to the risk that their Smart Market account or other products or services contracted with Raiffeisen are used by other persons.
e) That they shall give notice forthwith to the Bank for any unauthorized use of the Application or of any security breach in connection with the Application they become aware of, or which they are reasonably expected to suspect.
f) That they shall advise the Bank when their mobile device the Application is installed on is lost or stolen.

g) They shall not provide inaccurate or false information about their identity or intentions in connection with the use of the Application.
h) That they keep and maintain their mobile device secured (screen lock with PIN code, password, Biometrics, as well as personal security), according to the manufacturer's recommendations and the good practices.
i) That they shall update the operating system according to the recommendations of the mobile device's manufacturer and only use the official versions of the operating system provided by them.
j) That they shall install the Raiffeisen Smart Market Application provided by the Bank only from the dedicated store - Google Play Store or App Store.
k) That they shall not install applications from unofficial sources, as these could compromise the security of the Application.
l) That they shall update the Application to the latest critical version according to these Terms and Conditions.
m) That they shall not bypass the security features of the operating systems recommended by the mobile device's manufacturer.
n) That they shall not infringe any right provided under the law, property rights, intangible rights, the right to privacy or protection of personal data of other individuals.
o) That they shall not use the content of the Application against the Terms and Conditions, meaning for unauthorized purposes, as well as, but not limited to copying, distributing or modifying such.
p) That they shall perform the transactions with the Merchants in accordance with the requirements and mechanics of the

Campaign, as well as with the legal provisions in force, using a valid debit/credit card the holder of which they are.

q) That they shall not distribute, offer, transfer, or resell the Rewards received via this Application.
r) That they shall not virtualize loyalty Cards, other than those the holder of which they are.
s) That they have read these Terms and agree thereto.
t) That they have read and learned of the provisions of the Privacy Policy and the Cookie Policy.
u) That they have read and agreed to the General Regulation before taking part in any Campaign promoted in the Application.
v) That they agree to using Smart Market only to enjoy the services covered by these Terms and Conditions and not for any other purpose that may be qualified as inadmissible or that involves the unlawful use of Smart Market.
w) That all the actions they perform when they use Smart Market are performed in their own name. Any use of Smart Market in the name of, on behalf of, or for the purposes or to the benefit of other individuals or legal entities is strictly prohibited.
x) That they shall not use Smart Market to finance or support unlawful activities or to perform any activity that does not comply with applicable law, or that is unlawful or fraudulent or has an unlawful or fraudulent purpose or effect.

6. Exclusions from the Bank's responsibilities

a) Raiffeisen Bank only provides the Smart Market Application to be accessed personally by Users, based on an active account with the Application. The User of the Application is solely responsible for their use of the Application, meaning for all transactions and

actions performed by them via the Application - for instance, but not limited to, activation of a Campaign, taking part in a Campaign, virtualizing personal loyalty Cards, sending an Invitation code to a friend, accessing the external links shown in the Application.

b) When the User allows other persons to use their mobile device and/or discloses their password for the mobile device or the Application, they are responsible for all transactions and activities thus performed via the Application.

c) Raiffeisen Bank cannot be held liable for any consequences of any misuse of the Application by the User, any potential costs generated by the use of the Application or by the authorized or unauthorized access that the User allows third parties to the Application or to certain and/or confidential information, or to any personal data available via the Application. With a view to mitigating any potential damages caused by the use of the Application by third parties, Raiffeisen Bank recommends Users not to give/borrow their personal mobile device, not to disclose its unlocking data, not to disclose their PIN codes for the Application and the mobile device or their sign-up data (email, phone number, OTP).

d) Raiffeisen Bank cannot control the operating system of the mobile device used by the User. For this reason, Raiffeisen Bank is not responsible for any kind of damages caused to the mobile device, including, but not limited to any security breach caused by viruses, errors, deception, forgery, omission, interruption, failure,

delay in operations or transmissions, computerized lines or network shutdown or any other technical malfunction.

e) Also, any malfunction or limited access to the Application occurred due to or in connection with the lack of connectivity due to problems of the communication networks shall be the responsibility of the User.

f) Thus, the Bank shall not be liable for any loss or direct or indirect damage that the Bank or the User could not reasonably foresee on the date on which the User started using the Application or which are beyond the Bank's control. Furthermore, the Bank shall not be liable either for any losses resulting from making any unauthorized payments further to exposure of the User's device to any viruses and/or other applications/programs, as well as its theft.

g) Also, the Bank shall not be liable for any of following losses/damages:

- moral or financial loss or damage caused by non-compliance with these Terms and Conditions;
- loss or corruption of the User's data can't when such loss or corruption is not caused by the Bank or is beyond its control.

h) Raiffeisen Bank shall not be liable to the User and/or to third parties for any direct or indirect damages, including, but not limited, to lost profit, lost gains and/or the failure to capture of business opportunities, or for any other similar losses sustained

by the User due to failure or improper operation of the Application.

i) The Bank shall not be liable for any additional costs incurred by the User in connection with the purchase of products and the provision of services corresponding to the Offers in the Application, including, but not limited to, any foreign exchange charges.

j) Considering that all the information used to describe the Campaigns presented in the Application (e.g. images, videos, etc.) are exclusively for presentation purposes and do not stand for a contractual obligation on behalf of the Bank or the Partner

k) The Bank shall not be responsible for the number of Campaigns that the User views, this being the result of many factors - for instance, but not limited to: the then number of Partners in Application and their active Campaigns the User is eligible for, or the number of active Campaigns of the Bank the User is eligible for, given that the User's eligibility for a certain Campaign depends on a number of criteria, such as transactional data, their data in relation to the Bank or the Application, the localization data (subject to the User's consent to geo-localization in the Application).

l) The Bank shall not be responsible either for the settlement the complaints concerning the Campaigns run by Partners via the Application, or for the quality of their products/services, which the Bank cannot foresee/be aware of. Considering that the

Partner is the seller of the products and services that the User purchases under the Partners' Campaigns, when a User wishes to exercise their rights to consumer protection against the Partner's Offer shown in the Application, to withdrawal from sale, or any legal or commercial safeguards applicable to these products and services, they must address this directly to the Partner. However, when the User decides to report to the Bank a complaint or ambiguity regarding one of the Merchants, the Bank shall forward this to the Partner for the latter to come up with an answer; this shall require the Bank to disclose certain personal data of the User to the Merchant for their identification and settlement of the request, according to the Privacy Policy, or shall direct the User to approach the Merchant. In all these cases, the ultimate responsibility for settling these requests shall rest with the Merchant.

m) In addition, Raiffeisen shall not be held liable for the information supplied by the Merchant in the Application or in relation to the Application, for which the latter has assumed full responsibility.

n) The Bank shall not be liable for either the content of paragraph 7, which is the responsibility of the Partner, or that of paragraph 5, which is the responsibility of the User

7. Responsibilities of the Partner as Merchant and publisher of Offers:

a) for any potential defects or non-conformities in connection with the purchased products and services or for the cases where the

products are lost or destroyed before their delivery to the Beneficiary;

b) to facilitate the repair or exchange of products during their respective legal or conventional warranty period;

c) to facilitate the exercise of the rights of return according to the regulations in force and the Partner's Policy;

d) for any delays in delivery of the products and in provision of the services, and their addressing;

e) for the expeditious settlement of all requests and complaints of Clients and Application Users regarding the Campaigns, Rewards of Partners granted in the Application, as well as the products/services promoted via the Application, according to the regulations in force and the contract with the Bank;

f) to ensure a sufficient inventory of products so as to allow their purchase by all persons who have selected the respective Offer;

g) to provide the legal or commercial safeguards related to the product or service purchased by the User further to taking part in a Partner's Campaign;

h) for the content, characteristics or nature of the products and services of the Merchants presented within the Application, on the website or in the Partner's store where the Application's Campaigns are run and the potential Rewards are granted

i) to grant the Rewards to Users, according to the mechanics and the Regulation of the Campaign completed by Users and validated, according to Article 2.3;

j) to act upon their duty to provide information to the Users of the Application about the Commercial Terms and Conditions applicable to the sale and purchase of products and the provision of services (for instance, but not limited to: the applicable legal or conventional

return terms, the applicable legal or conventional warranties, transport options). The Seller of the products and services related to the Partners' Campaigns is the Merchant, and the Terms and Conditions applicable to the purchase of its products and services (e.g.: withdrawal conditions - information on returns, order cancellation, delivery refusal, information about the applicable legal or conventional safeguards, complain procedure, etc.) falls under its responsibility; therefore, the Merchant is required to make such available to the Users, either in the Application, or on their website or in their physical business units;

k) to comply with the contractual terms and obligations of their partnership with the Bank for the Smart Market Application.

l) to pay taxes for prizes/ rewards that were given in the campaigns.

7.2 Exclusions from the Partner's responsibilities: any of those laid down at paragraphs 5 and 6 a), b), c), d), e), f) g), h), i), j) of these Terms - for which the User is responsible.

8. Intellectual Property

The User hereby expressly represents that they have learned of the fact that all intellectual property rights and any related rights regarding the services, processes, software, technologies, marks, inventions, graphic creation, content and audio-video materials related to the Application are the exclusive property of Raiffeisen Bank, and the latter is the only entity that has the right to use such rights. The information and graphic elements belonging to the contractual Partners of Raiffeisen Bank and Smart Market, which are their

respective property and for which the Bank has the legitimate right of use, under the contracts concluded therewith, are excluded.

The User hereby acknowledges that any software used in connection with the Application contains confidential information and is under copyright, being protected by the laws on intellectual property, industrial property and other applicable laws.

The User undertakes to observe the intellectual property rights reference is made to above, and not to reproduce, copy, sell or exploit the content of the Application, the information and/or audio-video materials they have access to further to using this Application, in whole or in part, directly or indirectly, expressly or implicitly.

The User is prohibited from altering, copying, renting, disposing of, lending, selling, distributing or creating derivative materials based on the features or programs used in the Application.

9. Applicable Law and Dispute Settlement

These Terms and Conditions have been drafted in Romanian and English and are governed by the Romanian law. For any conflict or inconsistency between the English version and the Romanian version of these Terms and Conditions, the version in Romanian shall take precedence.
The parties shall settle amicably any disagreements related to these Terms and Conditions, otherwise, the parties hereby agree to refer such to the courts of jurisdiction.

10. Assistance

10.1 Contact options - for the Smart Market Application's functions

When an User needs more information about how to access, and the functions of Smart Market, they can read the Smart Market Guide available at https://www.raiffeisen.ro/content/dam/rbi/retail/eu/ro/documents/smart-market-ghid.sv.pdf or watch the demo video in the "Help" screen of the Application.

If the information supplied with this link does not correspond to the needs of Users, and they need additional clarifications or want to file a complaint or make a request about Smart Market, they can do so by contacting the Bank:

a) via the Application, in "Help" section, accessible from the Application either from the sign-up flow or in the top bar of "Profile" screen (the icon depicting a life buoy). In this section, they have a number of options:

- To call *2000 (charged the normal rate applicable in any mobile phoning network, in Romania, available 24/7) - they can type in this number or clock on the "Call *2000" button included in this section to be redirected to the dialling function of the device (with pre-populated number).
- To call 004.021.306.3002 (charged the normal rate applicable in any network, in Romania and abroad, available 24/7) - they can type in this number or clock on the "Call +40 21 306 30 02" button included in

this section to be redirected to the dialling function of the device (with pre-populated number).

- To send an email to centrala@raiffeisen.ro - via the Application, clicking on "Send email" button in this section; the Client shall be redirected to their email service installed on their mobile device, from where they can send an email directly to this address; or by copying the email address and pasting it manually in an email client of their choice.

b) directly:

  - Calling *2000 (charged the normal rate applicable in any network, in Romania, available 24/7).
  - Calling 004.021.306.3002 (charged the normal rate applicable in any network, in Romania and abroad, available 24/7).
  - Email to centrala@raiffeisen.ro

An operator shall be available to answer the questions of Users and Clients (24/7, Monday - Friday: 08:00 AM - 10:00 PM, Saturday 09:00 AM - 05:30 PM). If a user's request requires additional internal investigations, the Bank shall register the report and respond thereto in not more than 45 days. If the request is filed outside the working hours, on non-working national holidays or on weekends, the operator shall process it starting with the first working day.

10.2 Contact options - for the Bank's Campaigns or Rewards presented in the Application:

For any issues related to operation of the Application or the Campaigns and Rewards the Holder of which is the Bank, Users can contact the Bank as described at paragraph 10.1(b).

10.3 Contact options - for the Partners' Campaigns or Rewards presented in the Application:

When a User has complaints or ambiguities regarding the purchase of products or services offered by the Merchant (e.g.: order status, purchase withdrawal status), they are required to approach the Merchantconcerned directly, pursuant to Article 7.1.

However, when the User decides to report to the Bank a complaint or ambiguity regarding one of the Merchants, the Bank shall forward this to the Merchant concerned for the latter to come up with an answer; this shall require the Bank to disclose certain categories of data of the User to the Merchant for their identification, according to the Privacy Policy, or shall direct the User to approach the Merchant. In all these cases, the ultimate responsibility for settling these requests shall rest with the Merchant.

10.4 Notices

The Bank may contact the Users by email, text message, or Application message, depending on the options expressed and the permissions granted by the User in the Application or in their pre-existing contractual relationship with Raiffeisen.

The Bank shall contact the User for the following purposes:

a) to give operational notices, as required for the provision of the Smart Market services (e.g.: messages related to the validity of the account, updating the Application's version, updating the Terms and Conditions, security breaches, unavailability of services, transaction validation, new functions, etc.). Such operational notices shall be given regardless of the permission granted.

b) to give commercial notices (e.g. promotional messages concerning the Offers included in Smart Market, additional discounts, etc.); however, provided that the User has consented to receiving such notices in the Application.

11. Force Majeure and Unforeseeable Circumstances

Raiffeisen Bank shall not be liable to the User either for any default of any obligation in case of a force majeure event/ unforeseeable circumstance and in general, in case of any event beyond its control, or for the operation, connectivity of other domestic and/or foreign networks, and the consequences of their activities and actions, in general.

Force majeure/unforeseeable circumstances include but are not limited to: state of war (whether declared or not), armed conflict, revolution, insurrection, military or terrorist actions or threats, sabotage, civil unrest, strikes or other labour actions, laws, regulations, decisions or directives, natural disasters, earthquake, fire, explosion, solar or meteorological disturbances, pandemics, public emergencies or any other occurrence that is beyond the Bank's control.

12. Processing of personal data. Use of the cookie-similar technology

The Bank processes the personal data of Users according to the provisions of the Smart Market Privacy Policy, available to the Users

when signing up for Smart Market and subsequently, in the Application, as well as at the following link https://www.raiffeisen.ro/ro/persoane-fizice/produsele-noastre/digital-banking/smart-market-politica-confidentialitate.html

Smart Market uses a cookie-similar technology (SDK), as described in the Cookie Policy, available to Users in the Smart Market signing up process and subsequently, in the Application, as well as at the following link: https://www.raiffeisen.ro/content/dam/rbi/retail/eu/ro/documents/smart-market-politica-utilizare-sdk.sv.pdf

If you agree to use the Smart Market Application under the terms laid down in this document and to concluding the contract in this manner, please confirm this by accepting the "Terms and Conditions" in the Application's registration screen, for you to be able to access the Application.