

 <p>asociația română a băncilor</p> <p>TRANSFOND</p>	<p>RoPay Scheme Ruleset</p>	<p>Version 02, Revision 00 dated 09.07.2025</p> <p><u>Date of entry into force:</u> <u>01/09/2025</u></p>
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RoPay Scheme Ruleset

Highlight versions:

Version No.	Changes	Date of entry into force
1.05	The version concerning the operationalisation of the RoPay Scheme, as approved by the Board of Directors of the National Bank of Romania on 5 July 2024.	09/08/2024
1.06	Additional provisions regarding the method of payment of RoPay fees	27/02/2025
2.00	<p>Addition of provisions relating to the RoPay SPL service.</p> <p>Addition to point 1.5.2 of the penalty fee regime.</p> <p>Deletion from 2.5.1 of the point relating to the suspension of a RoPay participant at the request of the competent supervisory authority.</p> <p>Update point 6 with provisions regarding the management of disputes relating to RoPay transactions.</p> <p>Add to point 9 the derogations applicable to RoPay participants.</p> <p><i>Annex 1 - RoPay Contract</i> - addition of clarifications regarding the date on which the applicant institution acquires the status of RoPay participant; deletion of point b) from Article 6.</p> <p><i>Annex 2 - Agreement on the processing of personal data within RoPay</i> - update with provisions related to the RoPay SPL service.</p> <p><i>Annex no. 3 - RoPay fees and penalties</i> – addition of SPL RoPay service subscription; elimination of RoPay interchange calculation fee and transmission for settlement in ReGIS; modification of RoPay dispute fee amount for each case subject to TRANSFOND analysis and resolution; addition of penalty for non-compliance with dispute provisions and penalty for delay in implementing mandatory use cases.</p> <p><i>Annex no. 4 – RoPay use cases</i> – addition of use cases: Remote P2P – RoPay SPL query for payment initiation, P2M – e-Commerce – use of the RoPay SPL service for initiating payment requests, RoPay Top Up.</p> <p><i>Annex No. 6 – RoPay processing times</i> – addition of the RoPay SPL service.</p> <p>Replacement of <i>Annex No. 10 – List of disputes that may arise in the operation of the RoPay Service and methods of handling them</i> with <i>Annex No. 10 – Mechanism for managing disputes relating to RoPay transactions</i>.</p>	01/09/2025

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1. Introduction

1.1 Purpose of the document

This document includes the rules, practices, and standards applicable to RoPay Scheme Participants and establishes the framework for:

- the management of payment requests and the initiation of instant interbank payments (in accordance with the SCTInst RON Scheme, administered by RAB) or intrabank payments (with the obligation to immediately credit the beneficiary's account), using a standardized QR code, an NFC (contactless) standard, or a standardized link;
- the exchange of information necessary to initiate payments/payment requests through a proxy.

The purpose of the document is to establish the rules governing the RoPay Scheme, the rights and obligations of the Participants, of RAB as co-administrator of the RoPay Scheme, and of TRANSFOND as co-administrator of the RoPay Scheme and provider of the RoPay infrastructure.

1.2 Reference documents

Document	Author
SCTInst RON diagram	RAB
SENT system rules	TRANSFOND
RoPay Documentation - Technical documentation for the RoPay infrastructure – (Technical Document for RoPay Participants, Requirements for technical certification and participant administration, RoPay User Manual for participants)	TRANSFOND

1.3 Glossary of terms and abbreviations

Term, Abbreviation	Explanation, Description
RAB	The Romanian Association of Banks, the professional association of the banking sector in Romania, which, together with TRANSFOND, manages the RoPay Scheme.
RoPay Scheme Management	Developing and updating the RoPay Scheme, as well as monitoring and controlling participants' compliance with its provisions.
Use cases	Specific situations in which the RoPay Scheme is used, differentiated according to the category (or qualities) of the Users and Participants involved in a particular operation carried out through RoPay services and which determine the applicability of a RoPay flow.
RoPay QR Code	Standard QR code (Quick Response Code) format established by these Rules, used by the RoPay payment request service.

RoPay Merchant	Entity that regularly receives commercial/professional/tax/administrative payments, registered with RoPay, client of a PSP ¹ , beneficiary of a payment initiated through the RoPay payment request service.
IPS Lei	Instant Payments System in national currency, part of of the SENT system, administered by TRANSFOND, in accordance with the provisions of the RAB's SCTInst RON Scheme. This ensures the processing of instant interbank payments made as a result of using RoPay services.
RoPay interchange fee	<i>Ad valorem</i> interbank fee owed by the beneficiary participant to the payer participant, defined as a percentage of the value of the instant payment initiated through RoPay request-to-pay.
RoPay Documentation	Technical documentation for the RoPay infrastructure: <ul style="list-style-type: none"> - Technical Document for RoPay Participants - Requirements for technical certification and participant administration - RoPay User Manual for Participants
Unforeseen event	An event or series of related unplanned events that disrupt or interrupt the normal functioning of RoPay services, affecting the ability of RoPay participants or the MPS/SPL central infrastructure operator to send/receive RoPay messages under normal conditions, requiring business continuity procedures, where applicable.
SPL infrastructure	Central infrastructure managed and operated by TRANSFOND, which serves the RoPay SPL service.
RoPay infrastructure	RoPay central infrastructure: MPS and SPL infrastructure
Standardized RoPay link	A URL (<i>Uniform Resource Locator</i> , link) address used by RoPay request-to-pay.
RoPay message	A set of data, which complies with the requirements of the Technical Document for RoPay participants, transferred between participants and the RoPay infrastructure.
MPS	Mobile Payments System – Central infrastructure managed and operated by TRANSFOND, which serves RoPay request-to-pay.
RoPay Participant	PSP that provides account management services or other RoPay Processor, signatory to the RoPay Scheme membership agreement and which makes RoPay Services available to its customers.

¹ Payment Service Provider

Beneficiary Participant	PSP that provides account management services for the beneficiary User.
Initiating Participant	RoPay participant that sends a RoPay payment request message to the MPS.
Payer Participant	PSP that provides account management services, provider of RoPay services to the payer User.
Instant Payment	Payment processed immediately (max. 10 sec) in IPS Lei at TRANSFOND level (for interbank payments), according to the SCTInst RON scheme administered by RAB, or in the Participant's internal system (for intrabank payments)
RoPay Processor (PR)	A credit institution, payment institution, or electronic money institution that meets all technical and information security requirements established by TRANSFOND.
Proxy	Alias (phone number or other identifier) associated with an account (IBAN), registered in the SPL RoPay database, on the basis of which a customer initiates a payment or a RoPay payment request.
PSP offering account management services	Payment service provider that offers and manages a payment account for the paying User or the beneficiary User.
RoPay refund	Total or partial refund of the amount related to a successfully settled RoPay transaction, in the form of a payment order, completed in accordance with RoPay documentation, successfully processed in SENT IPS (interbank) or instantly through the bank's internal systems (intrabank).
SENT system	TRANSFOND's electronic net settlement system, an automatic clearing house for interbank retail payments; it includes, among other components, IPS Lei.
RoPay payment request	Request sent to the paying Participant by the beneficiary Participant or another PR via RoPay request-to-pay for the purpose of making an instant payment.
RoPay scheme	Set of practices and standards issued by RAB and TRANSFOND to which Participants have adhered for the purpose of providing the Payment Request Service and/or SPL RoPay.
RoPay Services	RoPay SPL Service and RoPay request-to-pay
RoPay SPL ² Service	Service that allows the exchange of data necessary to initiate payments/payment requests based on the use of registered proxies between participating entities.

² *Standardised Proxy Lookup*

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RoPay request-to-pay	Service for initiating instant payment requests by the beneficiary User, provided to users by participants in the RoPay Scheme, in accordance with the RoPay Scheme Rule set.
TRANSFOND	Funds Transfer and Settlement Company – TRANSFOND S.A., a financial market infrastructure authorized and monitored by the National Bank of Romania (NBR), which owns, manages, and operates IPS Lei and the RoPay infrastructure and, together with RAB, ensures the administration of the RoPay Scheme.
RoPay Transaction	Instant payment in lei initiated as a result of using a RoPay service
MPS User	Natural person designated by a PSP participant to access the MPS graphical interface, in accordance with this Set of Rules and the RoPay Documentation
RoPay User	Customer, natural or legal person, of a RoPay Participant. May be the beneficiary user or the payer user.
Beneficiary user	Party to an instant payment transaction generated through RoPay services, which receives the funds related to that payment transaction.
Paying User	Party to an instant payment transaction generated through RoPay services, which pays the funds related to that payment transaction.

1.4 Context

The Set of Rules governing the RoPay Scheme was developed by RAB and TRANSFOND, in consultation with the Payment Schemes Working Group and the Payment Vision Development Working Group within RAB, based on the RAB document entitled "*The banking community's vision for the development of national payment schemes and systems in the medium to long term*" and *Development Strategy for 2022-2024 TRANSFOND's*.

The Set of Rules governing the RoPay Scheme defines the obligations of Scheme participants and regulates the following RoPay services:

- the RoPay payment request service within the ecosystem created at national level: TRANSFOND - Participants - Users, for all use cases described in Annex 4 to this document;
- the RoPay SPL service, used to facilitate the initiation of payments and/or payment requests.

This Set of Rules contains the requirements for connecting participants to the RoPay infrastructure.

The RoPay scheme is jointly governed by RAB and TRANSFOND.

TRANSFOND and RAB shall inform each other about the scheme governance activities incumbent upon each party.

1.5 Role of RoPay Scheme Co-administrators

1.5.1 Role of RAB

- a. Ensures, as part of the accession process, the signing of contracts for participation in the RoPay scheme, together with the RoPay Scheme co-administrator, and the publication on the RAB website in the Participant Registers of data regarding the accession of participants to the RoPay Scheme.
- b. Ensures compliance with the RoPay Scheme Ruleset by monitoring activities within the RoPay Scheme, preventing and addressing non-compliance and irregularities at the level of Scheme Participants through Management Control and Scheme Audit (CMAS), completed by preparing reports on audit and control missions, including by applying the following measures:
 - i. individual warning consisting of a formal letter sent to the Service Participant who has not complied with the provisions of the Set of Rules, has not resolved the non-conformities identified by the audit teams, or has not fulfilled the recommendations of the control teams regarding the irregularities identified.
 - ii. written notification, which is a formal reprimand for the RoPay Participant if they have not resolved, by the deadline set in the individual warning, the non-compliances or irregularities that constitute deviations from the Set of Rules.
 - iii. public warning to a Participant, in the event of repeated breaches of the Ruleset, which is sent to all RoPay Participants.
 - iv. formal notification to the National Bank of Romania regarding the Participant's repeated breaches of the Rule set, which affect its proper functioning and the reputation of the scheme's governing authority.
- c. Ensures the investigation of violations or potential violations by a Participant of the RoPay Scheme Ruleset, following a request for investigation made by another RoPay Participant or by TRANSFOND.
- d. Ensures the reporting process regarding the administration of the RoPay Scheme to TRANSFOND for investigation processes or any other incidents arising in the relationship between Participants.
- e. Ensures the annual reporting process to the NBR and internally to the BD of the RAB in connection with reports on audit and control missions.

1.5.2 Role of TRANSFOND

- a. Manages and operates the RoPay infrastructure in accordance with the provisions of this Set of Rules and the documentation related to this infrastructure.
- b. Analyses the membership documentation submitted by each participant, in accordance with point 2.3 of this Set of Rules.
- c. Owns and administers the "RoPay" trademark and establishes the obligations of RoPay Participants regarding its use, in accordance with Annex 11 to this Set of Rules.
- d. Establishes the security policy (in accordance with point 2.12.1 of this document) and the technical standards applicable within the RoPay infrastructure.
- e. Establishes the type and amount of fees related to participation in RoPay.
- f. Calculates the interchange fees established at the level of this Scheme for RoPay Participants and records them in SENT – IPS Lei for settlement.
- g. Ensures compliance with the Set of Rules regarding the RoPay Scheme, prevention and treatment of non-compliance and irregularities at the level of Participants in relation to their participation to RoPay services.
- h. Notifies RAB of any non-compliance with the provisions of this Set of Rules by participants in connection with their use of RoPay services.
- i. Ensure compliance with the Set of Rules regarding the RoPay Scheme by monitoring activities within the RoPay Scheme, including by applying the following penalty fee regime:
 - imposes late penalties on RoPay participants who, after the expiry of the deadlines set out in point 9, letters a) and b) of this Set of Rules, have not fulfilled the requirements of point 2.13.3, letters a) and b);
 - the late penalties provided for in Annex 3 to this Set of Rules shall be charged to the participant until the non-conformities are remedied, which may not exceed a period of 6 months;
 - after 6 months of applying late penalties, the participant's access to RoPay services shall be suspended if the latter has not demonstrated the remedy of non-conformities;
 - the RoPay participant's RoPay services shall be reactivated after fulfilling all the requirements applicable to it, in accordance with this Set of Rules.
- j. Ensures the creation, implementation, administration and monitoring of the adequacy of a dispute resolution mechanism related to RoPay transactions in accordance with the provisions of Section 6 of this document, and the application of the fees and penalties that may arise therefrom, as set out in Annex No. 3 to this Ruleset.
- k. Ensures that User information from the database is used solely for the purposes provided for in this Ruleset.
- l. Ensures compliance with the security policy and with the technical and organisational security measures established in accordance with this Rule set and the RoPay

Documentation, as well as compliance with GDPR principles in the management of the database.

1.5.3 Role of the Co-Administrators

The Co-Administrators of the RoPay Scheme:

- provide the administration of the accession process for participants in the RoPay Scheme;
- provide the administration of the development and updating process of the RoPay Scheme, in consultation with RoPay Participants;
- collaborate with RoPay Participants in joint campaigns to promote RoPay Services;
- determine the interchange fee amount, based exclusively on the results of the analytical study "Analysis of the interchange fee for the RoPay service," conducted by a consulting firm.

1.6 Mandatory Set of Rules

Acquiring RoPay participant status involves signing the RoPay Scheme Membership Agreement (Annex 1). By signing the RoPay Scheme Membership Agreement, Participants undertake to comply with the RoPay Scheme Rules and RoPay Documentation, as amended or updated by TRANSFOND whenever necessary.

The RoPay Ruleset covers aspects of the relationships between Scheme Participants, the relationships between Scheme Participants and the Scheme co-administrators, as well as the relationships between the co-administrators (RAB and TRANSFOND) and sets out the terms and conditions for participation in RoPay, the responsibilities, rights, and obligations of participants and TRANSFOND, as the provider of the RoPay infrastructure, the procedures to be followed in the event of unforeseen events, as well as other conditions related to the operation of RoPay services.

2 Participation in the RoPay Scheme

2.1 Types of participants

Participation in the RoPay Scheme is permitted for the following types of participants:

- a. **PSPs offering account management services³**; they provide: **(1)** secure and efficient access for their own Users to RoPay services and facilities; and **(2)** debiting and crediting the accounts of paying/beneficiary Users on an instant basis, in accordance with the provisions of this Set of Rules, the RoPay documentation, and the SCTInst RON Scheme;

³ASPSP—Account Servicing Payment Service Providers

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- b. RoPay processors**, which provide secure and efficient access for RoPay merchants to RoPay services, in accordance with the provisions of this Set of Rules and RoPay documentation.

A PSP participant may also act as a RoPay processor for its own RoPay merchants, as well as for those belonging to another PSP participant.

2.2 Eligibility by type of participation

Any legal entity may join the RoPay Scheme, provided that it meets the eligibility criteria established for each type of participation:

a. PSP participants

They are participants in the SENT – IP Lei system.

b. RoPay Processor participants

They belong to the category of credit institutions, payment institutions, or electronic money institutions, Romanian legal entities or foreign legal entities from the European Economic Area authorized as credit institutions, payment institutions, or electronic money institutions in a Member State of the European Union, which have been notified to the NBR by the competent authority of the Member State of origin.

2.3 Criteria for access to RoPay

To become a **participant** in RoPay, the applicant institution must:

- a) be eligible, in accordance with point 2.2 of this Set of Rules;
- b) send the following documents to TRANSFOND⁴:
 - b1. presentation of the eligible institution, its economic and financial situation (equity capital, current assets, current liabilities, turnover, profit/loss, average number of employees - according to the latest semi-annual/annual report to the territorial units of the Ministry of Finance) and the services it offers to its clients;
 - b2. copy of the company's registration certificate with the Trade Register;
 - b3. copy of the operating authorisation granted by the relevant authority ;
 - b4. the self-assessment form in the document "*Requirements for the technical certification and administration of participants*";
 - b5. an estimate of the volume of payment requests and payment details that will be processed in the next three years after its operationalization in RoPay;

⁴ Note: Official documents issued by/registered with the authorities of other states shall be submitted in a certified copy, bearing the apostille provided for by the Convention Abolishing the Requirement of Superstatutory Authentication for Foreign Official Documents adopted at The Hague on 5 October 1961 and shall be accompanied by a certified translation into Romanian by an authorised Romanian translator.

- b6. any additional information or documents, if those presented are not sufficient or relevant for the assessment or if the documentation is incomplete;
- c) hold a unique identification code allocated by SWIFT (BIC Code) ;
- d) to obtain from TRANSFOND the technical certification, attesting the fulfilment of the technical conditions for the connection to RoPay, as laid down in the document "*Requirements for the technical certification and administration of participants*";
- e) to conclude with RAB and TRANSFOND a Contract for participation in RoPay in accordance with Annex 1 and an Agreement on the processing of personal data in accordance with Annex 2 to these Set of Rules;

PSP participants defined in point 2.2, letter a) of this Set of Rules are not required to submit the documents referred to in letter b) above.

The co-administrators of the RoPay Scheme reserve the right, based on the analysis of the above-mentioned documents, to refuse participation in RoPay to applicant institutions that do not meet the access criteria.

2.4 Registering and modification of a participant's details

The registration and modification of a RoPay participant's details is done by TRANSFOND in accordance with the document "*Requirements for the technical certification and administration of participants*".

2.5 Suspension and termination of participation in RoPay

2.5.1 Suspension of a RoPay participant

TRANSFOND will suspend a RoPay participant in the following cases:

- a) at the participant's request;
- b) upon suspension of the participant in the SENT – IP Lei system;
- c) in the event of an unforeseen event that affects or may affect the participant's ability to participate, under normal conditions, in the transmission and/or reception of RoPay messages. In such a situation, suspension shall only occur for the duration of the event and any subsequent period necessary to restore the participant's ability to participate in RoPay;
- d) an event occurs that affects or may affect the proper functioning of RoPay services. In this case, the suspension is reversible upon remediation/cessation of the event;
- e) if the participant fails to fulfil their obligations under this Set of Rules and does not remedy the situation within the deadline set and communicated by TRANSFOND.

TRANSFOND may decide on any remedy term or grace period before the suspension is applied, taking into account the specific situation of the respective participant, and will immediately notify the Participant in writing of such period.

A suspended participant is not relieved from fulfilling its obligations under these Set of Rules arising from its participation in RoPay up to the time of suspension.

From the moment the suspension takes effect, according to TRANSFOND's decision, until the participant is reactivated, any RoPay message sent by or intended for that participant will no longer be accepted by the RoPay infrastructure.

RAB and TRANSFOND shall immediately notify all RoPay participants of the suspension of an institution's participation in the RoPay Scheme.

TRANSFOND may reactivate a suspended participant in the RoPay infrastructure, but only upon termination of the causes that led to the suspension.

2.5.2 Termination of a participant's participation in RoPay

RoPay participant status shall cease in the following situations:

- a) at the participant's request, in its own name;
- b) upon withdrawal of the participant's operating license by the competent supervisory authority;
- c) when the participant no longer meets the eligibility criteria set out in Chapter 2.2 of this Set of Rules;
- d) as a result of the decision of the RoPay Scheme administrators to terminate participation in RoPay, in accordance with the provisions of this Set of Rules.

The administrators of the RoPay Scheme shall withdraw the participant's status by means of a written notification sent to the participant concerned, with immediate effect, unless otherwise provided, without any further formalities or the intervention of a court of law being required, if all of the following conditions are met:

- a) the suspension of participation has taken place and the reasons for the suspension have not been remedied within the deadline set by TRANSFOND;
- b) RoPay Scheme administrators have given the participant concerned the opportunity to explain his/her situation.

Termination of participation in the RoPay Scheme shall not affect any rights and obligations arising under the provisions of these Set of Rules prior to, or as a result of, termination of participation.

RAB and TRANSFOND shall immediately notify all RoPay participants of the termination of an institution's participation in the RoPay Scheme.

A RoPay participant who loses their participant status is not entitled to full or partial refunds of the fees they have paid.

TRANSFOND calculates and invoices the amount of all fees due by the Participant up to the date of termination of participation in RoPay and charges them in accordance with the provisions of the Set of Rules.

2.6 MPS users and RoPay security administrators

Each PSP participant must have at least two MPS users at all times.

MPS users belonging to PSP participants and their access rights to MPS functionalities are managed by TRANSFOND based on requests from PSP participants to RoPay, submitted by their security administrators.

Each participant must designate at least two security administrators responsible for the participant's relationship with the RoPay services.

Details regarding the registration, modification, and/or deletion of data relating to RoPay security administrators and the participant's MPS users can be found in the document *"Requirements for technical certification and administration of participants"*.

Provided that the authentication and security methods related to MPS are respected, TRANSFOND has no further obligation to verify the identity or rights of the MPS user, these being the participant's obligations.

2.7 Operating programme

RoPay operates daily, 24/7.

Any changes to the RoPay operating schedule will be determined by TRANSFOND and communicated in advance to all participants by TRANSFOND, with RAB being informed.

Any reference to time in this Set of Rules, reports, and any other records related to RoPay services refers to the date and time in the RoPay infrastructure.

2.8 Notifications and reports related to RoPay

Standard notifications and reports generated by RoPay services are presented in the "Technical Document for RoPay Participants" and detailed in the "RoPay User Manual for Participants."

At the participant's request, TRANSFOND provides special reports, other than the standard ones, regarding the participant's own activity in relation to RoPay services.

MPS provides PSP participants with facilities for monitoring their own data and activities, in accordance with the "RoPay User Manual for Participants."

Any discrepancies between the participant's records and those at RoPay level, reported by the participant, are analysed by TRANSFOND, which responds to the applicant as soon as possible, but no later than 5 working days after receiving the communication. In any case, any discrepancies cannot be resolved by modifying or cancelling data already recorded in the RoPay infrastructure.

2.9 Business continuity

2.9.1 Continuity at the RoPay infrastructure level

In the event of an unforeseen event affecting the RoPay infrastructure, TRANSFOND will assess the event and inform participants of any RoPay infrastructure failures that may delay the processing of messages sent by RoPay participants for a period longer than 15 minutes.

Only TRANSFOND can assess, determine, and notify participants if such an event occurs in relation to the RoPay infrastructure.

2.9.2 Continuity at the Participant Level

Each participant must implement and communicate to TRANSFOND the business continuity solutions it will use in connection with RoPay services.

2.10 RoPay Fees

2.10.1 General aspects

For RoPay services, TRANSFOND calculates and charges participants, on a monthly basis, the fees set out in Annex 3 to this Set of Rules.

If the participant joins RoPay or terminates their participation during the calendar month, the subscription will be calculated proportionally to the actual period of participation.

TRANSFOND may grant participants discounts and incentives, as well as apply fees, in accordance with this Set of Rules.

2.10.2 Calculation and invoicing of RoPay services

The billing period for commissions in RoPay is the calendar month.

On the first working day of the month following the billing period, TRANSFOND calculates and notifies each participant of the amount of fees due for the billing period, in Romanian lei.

During the first two working days of the month following the billing period, participants have the opportunity to submit to TRANSFOND any objections related to the amount of fees calculated and notified.

If TRANSFOND does not receive any objections in this regard within the aforementioned period, on the third working day of the month following the billing period, it will issue invoices in the name of the participants.

2.10.3 Calculation and settlement of RoPay “interchange” fees

For instant interbank payments successfully processed in SENT IPS Lei, initiated through the RoPay request-to-pay service, TRANSFOND calculates daily, for each PSP participant, the value of the interchange fees provided for by the RoPay Scheme, owed to each of the other participants. On a monthly basis, TRANSFOND performs multilateral clearing of the calculated interchange fees and ensures their registration in SENT IPS Lei for settlement, in accordance with Annex no. 8 to this Set of Rules.

2.10.4 Payment of fees

Payment of fees owed to TRANSFOND by RoPay participants is made as follows:

- for **PSP participants - automatically**, on the third working day of the month following the billing period, by registering them in SENT IPS Lei for settlement;
- for **RoPay Processor participants - at the participant's initiative**, but no later than the sixth working day from the date of issue of the invoice

For commissions paid at the initiative of RoPay participants, in the event of non-payment of the invoice by the due date, TRANSFOND may calculate and charge penalties on behalf of the participants, in the amount of 0.06% of the invoice value for each day of delay, penalties to be included in the next monthly invoice issued on behalf of each party.

2.11 Administrative requirements and financial rules

2.11.1 Audit trails

RoPay services ensures the recording of information necessary for tracking the actions performed by participants and can provide each participant information regarding their own actions.

Records for tracking operations and how they can be accessed are presented in the "RoPay User Manual for Participants."

2.11.2 Reporting requirements

Upon TRANSFOND's request, participants are obliged to provide any additional information concerning their participation in the RoPay services, TRANSFOND guaranteeing that such information will be kept confidential.

TRANSFOND may request participants to submit reports on disputes relating to RoPay transactions, reports assessing compliance with functional, technical, and organizational characteristics, including security provisions stipulated for accessing and using RoPay services in this Set of Rules and in RoPay documentation, as well as working documents that formed the basis for the assessment.

TRANSFOND has the right to examine the procedures on the basis of which the participants have assessed compliance and to contact their assessors.

2.11.3 Annual self-assessment

For the purposes of TRANSFOND's assessment and control of the risks to which RoPay is exposed by its participants, each RoPay participant must submit to TRANSFOND, at the time of applying to join RoPay and subsequently on an annual basis, by the 1st March of the current year, a self-assessment of compliance for the previous calendar year, in accordance with the document "*Requirements for the technical certification and administration of participants*".

2.11.4 Publishing data

TRANSFOND and RAB may publish statistical data relating to RoPay services in their own newsletters and other publications.

2.11.5 Keeping and archiving documents

TRANSFOND and the participants must comply with the regulations in force in Romania regarding the storage and archiving of documents, the medium and the duration of their storage.

To this end, all RoPay messages transmitted or received by the participant, including reports generated by the MPS, are archived under appropriate conditions and for the required period, in accordance with applicable Romanian legislation.

Information on all messages processed via the MPS, whether current or from the preceding three months, is available to PSP participants in real time through the MPS.

2.12 Ensuring information security at RoPay level

TRANSFOND has implemented and maintains an information security management system in accordance with the requirements of ISO 27001.

The information managed by RoPay services is confidential, and TRANSFOND treats it as such.

2.12.1 Ensuring data security by participants

Participants shall implement and maintain appropriate security measures, in accordance with the requirements set out in the following documents: "*Requirements for technical certification and administration of participants*", "*TRANSFOND General Information Security Policy*" (Annex no. 12 to this Set of Rules), as well as good practices in the field, in order to prevent unauthorised access to RoPay services and infrastructure, and their unauthorised use.

Participants shall comply with the confidentiality requirements provided by the Romanian legislation in force and by this Set of Rules, including by ensuring the protection of personal data. Participants are responsible for ensuring the appropriate protection of information and data/messages, including but not limited to their confidentiality, integrity, availability, authenticity, and non-repudiation:

- a) within their internal systems;
- b) on the internal systems network – RoPay infrastructure, respectively after receiving them from TRANSFOND.

The RoPay Documentation received from TRANSFOND is confidential. Participants shall provide the registration, handling, use, and confidentiality of the RoPay Documentation received from TRANSFOND in accordance with the relevant legal provisions. It may be transferred in whole or in part to a third party only with the prior written consent of TRANSFOND.

2.12.2 Transfer of information to third parties

Participants authorize TRANSFOND to transfer to TRANSFOND agents/mandatories and to third parties selected by any of the above entities, wherever they may be located, only of the information necessary to ensure the provision of RoPay services to participants, under the terms and conditions set out in the contracts concluded by TRANSFOND with them, which also include provisions on data confidentiality.

2.12.3 Personal data protection

For the processing of personal data carried out within the operations conducted through RoPay, TRANSFOND is a joint Controller with each of the participants, for which reason it will conclude a Personal Data Processing Agreement with them (in accordance with Annex No. 2).

2.13 Obligations and liability of RoPay participants

2.13.1 General principles

RoPay participants undertake to:

- a) comply with the instructions of TRANSFOND, RAB and others acting on its behalf in connection with participation in RoPay;
- b) not to impair the overall functioning and effectiveness of the RoPay Services, by taking all reasonable steps to ensure that their systems operate at optimal parameters, by ensuring the correct operation of their systems and the use of the RoPay infrastructure by the persons designated;
- c) notify TRANSFOND and RAB in a timely manner of any changes to the elements related to participation in RoPay;
- d) provide their customer, following the transmission of a proxy consultation request to the SPL RoPay service, with information confirming/denying the proxy function of the alias used;
- e) not store the IBAN codes received in the response messages received from the SPL RoPay service for purposes other than the execution of RoPay transactions;
- f) provide RAB and TRANSFOND, upon request, with copies of any approvals, authorisations, agreements or instructions related to participation in RoPay, as well as any assessments or other documents required by these Rules and the RoPay Documentation.

RoPay participants are individually responsible for:

- a) the correct fulfilment of their obligations under these Rules and the RoPay Documentation;
- b) the accuracy of data they submit on their own behalf or their clients;
- c) compliance of the data transmitted to the RoPay infrastructure with the technical standards laid down in the RoPay Documentation;
- d) secure access to your own workstations and communications equipment connected to RoPay;
- e) compliance with TRANSFOND's General Information Security Policy (Annex no. 12 to this Set of Rules);
- f) ensuring the receipt of all data and secure e-mail messages transmitted by the RoPay services;

The RoPay participant shall be liable for any damages resulting from failure to comply with these Rules, the RoPay Documentation or improper or fraudulent use of the RoPay services.

2.13.2 Obligations of participants in the event of unforeseen circumstances

In the event of unforeseen events or other disruptions related to access and/or operation of RoPay services, the participant involved must immediately inform TRANSFOND and take all measures to:

- a) identifying the nature and extent of the incident/event and communicating it immediately to TRANSFOND;
- b) incident resolution, if it is able and has the capability to do so, and, if this is not possible, the implementation of contingency, business continuity or, where appropriate, disaster recovery procedures;
- c) inform TRANSFOND about the resolution of the issue and the return to normal use in relation to RoPay;
- d) performing all operations requested by TRANSFOND to resolve issues affecting the functioning of RoPay services.

2.13.3 Obligations and responsibilities of PSP participants in the RoPay Scheme

PSP participants in the RoPay Scheme must provide the following:

- a) Implementation, in the Mobile Banking application, of P2P use cases and, at a minimum, payment initiation facilities for other use cases in which the bank's customer, a natural person, is requested to make a payment via RoPay;
- b) Enrolment in the SPL RoPay service database of the account details of all individual customers, related to payment accounts in RON currency, mentioning the full name of the individual customer, together with the associated proxy for consultation for the purpose of:
 - initiating payments addressed to them by the customers of other RoPay PSP Participants, by using in the payment message/instruction the information about the payment beneficiary, found by querying the SPL RoPay service;
 - initiating a payment request by the payment beneficiary, a customer of a RoPay Participant, by using the payer's information found by querying the RoPay SPL service in the RoPay payment request.
- c) Enrolling the account data of all individual customers in the SPL RoPay service database, together with the associated proxy, for consultation for the purpose of initiating a payment request by the payee, only after implementation as a paying participant, for individual customers, of *remote P2P use cases - payment upon receipt of a payment request initiated based on the phone number* (according to the flow presented in point 2.2 of Annex no. 4 to this Set of Rules) and *e-commerce - payment of a payment request initiated based on the phone number* (according to the flows presented in point 4.3 of Annex no. 4 to this Set of Rules);

- d) Modification of the IBAN code associated with a proxy registered in the SPL RoPay service database, only at the request of the proxy holder, if the proxy was registered by another participant in the RoPay Scheme;
- e) Real-time updating of information recorded in the SPL database, in the event of changes to the data belonging to the account holder whose IBAN code is associated with the proxy or in the event of a request by the data subject to opt out of the service;
- f) Informing, as soon as possible, the account holder whose IBAN code is associated with the proxy about the update of the information recorded in the SPL RoPay service;
- g) Verifying the proxy's affiliation with the account holder associated with it. The verification shall be performed prior to the registration of proxy data within the SPL RoPay service;
- h) Implementation of the QR code standard related to the RoPay Scheme, provided in Annex no. 5 to this Set of Rules;
- i) Transmission of requests for consultation of proxy data, solely for the purpose of initiating a payment or a RoPay payment request;
- j) Inclusion of the IBAN code obtained through the use of the SPL RoPay service in the RoPay payment order/payment request generated;
- k) Provision in the customer's Mobile Banking application of a mechanism for the customer to confirm the identity of the beneficiary of a payment or the recipient of a RoPay payment request, prior to generating the payment order/request;
- l) Compliance with the maximum processing times specified in Annex no. 6 to this Set of Rules in its own applications;
- m) Drafting of the Terms and Conditions governing the provision of the RoPay Service to its own Users, in accordance with the provisions of this Set of Rules;
- n) Providing Users with the necessary information regarding the operation of the RoPay Service and ensuring a legal basis for data processing, in accordance with the requirements of the legislation in force regarding personal data protection;
- o) Implementing the operational and security risk management measures required by participation in the RoPay Scheme;
- p) Ensuring compliance of internal rules and procedures with RoPay rules, as well as contractual agreements with applicable legislation, regulations, and general supervisory requirements;
- q) Ensuring the implementation of the common rules on RoPay Service fees charged, set out in Annex no. 7 to this Set of Rules;
- r) Fulfilling its obligations arising from the centralized calculation and settlement of the RoPay interchange fee, in accordance with the procedure described in Annex no. 8 to this Set of Rules.

2.13.3.1 *Obligations and liability of the paying participant*

In addition to the PSP Participant Obligations under the RoPay Scheme mentioned in section 2.13.3, the Paying Participant shall:

- a) Implement a RoPay QR code reading feature in the Mobile Banking application made available to its own paying Users;
- b) Instructs its own customers on how to scan RoPay QR codes exclusively using the RoPay QR code reading functionality in the Mobile Banking application;

- c) Ensures the initiation of the requested payment through the RoPay payment request service, providing a RoPay user experience as close as possible to the recommendations presented in Annex no. 9;
- d) Initiates the requested payment through the RoPay payment request service at least 20 seconds before the deadline specified in the response message to the payment details request received from MPS;
- e) Offers its own customers, in the Mobile Banking application, a facility to accept/reject a RoPay payment request;
- f) Provides the paying User with information regarding the identity of the payment beneficiary, both at the time of payment authorization and in the details provided subsequently;
- g) Initiates and executes the payment transaction instantly (interbank, via SENT - IPS Lei or intrabank), if the paying User accepts the RoPay payment request;
- h) Directs interbank payments containing the beneficiary's data obtained through the SPL RoPay service to SENT IPS. In exceptional situations where the payment cannot be processed through SENT IPS, it can be redirected to SENT MPC or ReGIS;
- i) Manages the proper use of the SPL RoPay service by monitoring and restricting access to the service for a period of 15 minutes for customers who have more than 3 consecutive queries of the SPL RoPay service database without completing a transaction, thus avoiding the retrieval of information that is not intended for initiating a payment. The period of restricted access to the service will be increased exponentially with each query that has not been completed with a payment initiation;
- j) Ensures the promotion of the RoPay service to its own Users, in compliance with the brand identity elements, by displaying the RoPay logo in the mobile/internet banking application, in accordance with the RoPay Brand Identity Manual (Annex no. 11 to this Set of Rules);
- k) Provides its customers with the means to initiate disputes regarding RoPay transactions, in accordance with the provisions of Annex No. 10 to this Set of Rules.

2.13.3.2 *Obligations and liability of the beneficiary participant*

In addition to the PSP Participant Obligations under the RoPay Scheme mentioned in section 2.13.3, the beneficiary Participant shall:

- a) Instantly credits (max. 10 sec.) the beneficiary User's account, following the successful completion of a payment request in the RoPay Service;
- b) Ensures the Merchant's enrolment in the RoPay Service and updates their information, according to the MPS documentation, after obtaining their consent;
- c) When enrolling a Merchant in the RoPay Service, ensures that they are not already enrolled by another beneficiary participant;
- d) After enrolling a Merchant in the RoPay request-to-pay service, communicates to them the unique identifier assigned in accordance with the RoPay Documentation;
- e) In the case of queries to the RoPay SPL Service database for remote P2P use cases, accept up to 70 queries made by one of its customers in 24 hours, after which access is restricted for a period of 24 hours;
- f) Promote the RoPay service to its own Users, in compliance with the brand identity elements in accordance with Annex no. 11 to this Set of Rules, by:
 - i. Using the RoPay logo in all generated QR codes;

- ii. Displaying the RoPay logo in the e-commerce and m-commerce applications of merchants (e.g., the page on the e/m-commerce website) to whom it provides the RoPay service;
- iii. Displaying the RoPay logo at physical payment locations (merchants, means of transport, etc.) that allow payment via RoPay.
- g) Protect the RoPay Service and brand from threats arising from illegal activities carried out by Merchants enrolled in the RoPay Service.

In situations where the beneficiary participant also acts as the initiating participant, it shall:

- h) Provide beneficiary Users with functionalities that ensure the generation and display of the RoPay QR code, taking into account the recommendations regarding the RoPay user experience specified in Annex No. 9;
- i) Notify the beneficiary User of the final status of the payment request/payment;
- j) Informs RoPay merchants about disputes received and provides them with channels and means of communication for the purpose of managing disputes received.

2.13.4 Obligations of RoPay Processor Participants

The RoPay Processor participant in the RoPay Scheme must provide the following:

- a) Provision of payment initiation services, in electronic form, for e-commerce, m-commerce, and/or physical store merchants, at payment terminals compliant with the RoPay documentation provided by TRANSFOND;
- b) Implementation of the QR code standard related to the RoPay Scheme provided for in Annex no. 5 to this Set of Rules;
- c) Transmission of proxy data consultation requests, solely for the purpose of initiating a request for payment to RoPay;
- d) Inclusion in RoPay payment requests generated for use cases 4.3.2 and 4.3.3 presented in Annex No. 4, of the IBAN code obtained by using the SPL RoPay service;
- e) Implementation, at the level of its own applications, of the maximum processing times applicable, as provided for in Annex no. 6 to this Set of Rules;
- f) Notification of the beneficiary user regarding the status of the transaction related to the payment request initiated by them;
- g) Implementation of operational risk and security management measures required for participation in RoPay services, in accordance with RoPay documentation and own policies;
- h) Promoting RoPay services to Users, in compliance with the brand identity elements, in accordance with Annex no. 11 to this Set of Rules, by:
 - i. Use of the RoPay logo in all generated QR codes;
 - ii. Displaying the RoPay logo in the merchant's and/or Processor's application and/or e-commerce and m-commerce page.

2.13.5 TRANSFOND's obligations and liability s provider of the RoPay infrastructure

- a) Administering and operating the RoPay infrastructure, in accordance with the provisions contained in this Set of Rules and in the RoPay documentation;
- b) Implementing the processing flows related to the use cases of the RoPay Scheme, provided in Annex no. 4 to this Set of Rules;

- c) Enrolling RoPay Participants in RoPay services;
- d) Implementation and compliance at the MPS level, for each processing segment under its responsibility, with the maximum times specified in Annex no. 6 to this Set of Rules;
- e) Administration of the necessary changes to the RoPay infrastructure, in accordance with the change requests approved at the RoPay Scheme level, with technological updates or improvements to the functionalities initiated at the request of RoPay participants, etc.;
- f) Managing the daily operation of RoPay services and ensuring the security of data and document archiving in RoPay, the operation of IT applications and the RoPay infrastructure, including the management of backup solutions to ensure business continuity and disaster recovery;
- g) Informing the co-administrator of the RoPay Scheme about the occurrence of unforeseen events both at the level of participants and at the level of the RoPay infrastructure;
- h) Communication to the co-administrator of the RoPay Scheme of the monthly availability of RoPay Services, within the first 15 working days of the month following the observation period;
- i) Ensuring the implementation of the common rules regarding the commissioning of participants in the RoPay Scheme, provided for in Annex no. 7 to this Set of Rules;
- j) Ensuring the calculation and transmission for settlement of RoPay interchange fees, in accordance with the procedure described in Annex no. 8 to this Set of Rules;
- k) TRANSFOND will only act in accordance with the instructions given by the persons authorised to represent a participant, i.e. the contact persons, security administrators, under the conditions stipulated in these Rules;
- l) TRANSFOND is responsible for:
 - processing RoPay messages received from participants, in accordance with the provisions of the RoPay Documentation;
 - ensuring the security (integrity, availability, and confidentiality) of RoPay messages received from participants or generated by the RoPay infrastructure in connection with the participant's activity in RoPay, from the moment they are received until they are transmitted to the recipient participant;
 - calculating and transmitting RoPay interchange fees for settlement, in accordance with the provisions of this Set of Rules;
 - archiving messages and documents sent to/received from participants or generated by the RoPay infrastructure, under the appropriate conditions and for the appropriate duration, in accordance with the legal regulations in force;
 - ensuring a monthly availability level under normal working conditions (without events requiring the activation of TRANSFOND's Business Continuity Plan) of 99% between 8:00 a.m. and 6:00 p.m., 90% between 6:00 p.m. and 9:00 p.m. and 80% between 9:00 p.m. and 8:00 a.m.
 - ensuring a maximum response time of 0.5 seconds at the MPS level, from the receipt of the message from the participant to the moment the response message is sent to them, on each of the flow segments in which they are involved;

- ensuring, within the SPL RoPay service, a maximum response time of 0.5 seconds from the receipt of the alias query message from the RoPay participant until the moment the response message is sent to them;
- ensuring the resumption of the RoPay infrastructure activity within a maximum of 2 hours from the interruption, in the event of events that required the activation of TRANSFOND's Business Continuity Plan. The interruption period in these situations will be deducted when calculating the availability in the respective month.

m) TRANSFOND is responsible for:

- operating the RoPay infrastructure in accordance with this Set of Rules;
- securing the RoPay infrastructure through appropriate devices and procedures, in terms of access to the RoPay infrastructure and services, data integrity, availability, and confidentiality;
- ensuring adequate conditions to meet the requirements related to the performance of the RoPay infrastructure;
- resolving without delay and in close cooperation with the suppliers of equipment, applications, and/or services any errors or malfunctions of the RoPay infrastructure;

n) Under no circumstances is TRANSFOND liable for:

- any damage/loss suffered by a RoPay participant as a result of failure to reconcile payment request flows;
- delays or failures in the performance of an action by a participant or a third party, nor for the accuracy of any data or instructions provided by the participant or a third party, and is not obliged to verify the accuracy of such data;
- damage resulting from messages containing errors that cannot be detected by the RoPay infrastructure through the checks described in the RoPay Documentation
- the accuracy of the information entered by participants in the RoPay infrastructure;

o) TRANSFOND has no obligation to detect and is not responsible for the detection of errors or duplicate RoPay instructions transmitted by a participant, except for checks carried out in accordance with the RoPay Documentation

p) TRANSFOND shall not be liable for any failure of the RoPay infrastructure resulting from misuse of it by the participants or due to errors in their computer applications or failure of their communication systems;

q) TRANSFOND shall use all reasonable and economically acceptable endeavours to protect its computer system and to prevent its malfunction or fraudulent use and the destruction or deletion of data and shall endeavour to provide, as soon as possible after each malfunction or material unforeseen event, a solution to the problem by following appropriate procedures. If these measures have been taken, TRANSFOND shall no longer be liable for the potential failure, even temporary, for any reason whatsoever, of the computer equipment or programmes it uses or makes available to the participants for the processing of their payments, nor for the destruction or deletion of data stored in the computer equipment or the potential fraudulent use of the same by third parties or the occurrence of an emergency;

- r) TRANSFOND may delegate to third parties part of the operational and/or technical activities, such as the provision of data communication services. Such delegation shall not affect TRANSFOND's liability to the Participants in respect of such activities.

2.14 Fortuity and force majeure

The participants and TRANSFOND, as the provider of the RoPay infrastructure, shall not be liable if non-compliance with this Set of Rules is due to the occurrence of a fortuitous event or force majeure, as defined by law. In the application of these Rules, force majeure events are considered to be: natural disasters, wars, conflicts (strikes), total cessation of operation of the RoPay infrastructure caused by communication breakdown or equipment failure at all TRANSFOND's operational sites.

In the event of force majeure or unforeseeable circumstances preventing the fulfilment of the contractual obligations by one or more RoPay participants or by TRANSFOND, the specific measures communicated by TRANSFOND to the participants at the time will be applied, as the case may be.

3 Implementation details regarding the RoPay Scheme

3.1 RoPay use cases and types

The RoPay scheme covers the following use cases:

- **p** – person to person;
- **m** – payment with a mobile device at a physical terminal or payment with a mobile device at a merchant using a QR code sticker;
- **e** – online payment (e-commerce and m-commerce);
- **i** – invoices.

The maximum value of a RoPay transaction of the "e" type of use – online payment (e-commerce and m-commerce) and "m" for payments at a physical terminal is 100,000.00 lei. For other types of use, the maximum amount limit is that specified in the SCTInst RON scheme.

Details of the use cases for the RoPay Scheme can be found in Annex no. 4 to this Set of Rules.

3.2 QR code standard RoPay

QR code standard for the RoPay Scheme is presented in Annex no. 5 to this Set of Rules.

3.3 Data sets used

The data sets used in the RoPay Scheme are presented in the RoPay Documentation, made available to participants by TRANSFOND.

4 Changes to the RoPay Documentation and supplementary instructions

Changes to the RoPay Documentation that affect participants will be notified to them by TRANSFOND at least 15 calendar days before they take effect.

TRANSFOND has the right to send participants additional instructions regarding the use and operation of the RoPay infrastructure and services. Such additional instructions shall be considered an integral part of this Set of Rules.

These instructions shall be sent to each individual participant by TRANSFOND at least 15 calendar days before their entry into force, except in emergency situations, in which case they shall apply immediately or on the specified date.

5 Additional notifications

TRANSFOND, as the provider of the RoPay infrastructure, provides support services to participants regarding the operation of RoPay services.

All information, support requests, and reports regarding issues encountered when using RoPay services shall be submitted by participants through this service, in Romanian.

Any notification requested under this Set of Rules to RoPay participants shall be sent by them by post, secure e-mail, fax with confirmation of receipt, or courier to the addresses and numbers communicated in writing by TRANSFOND or RAB and shall take effect only after confirmation of receipt by TRANSFOND/RAB.

Notifications shall be sent to:

FUNDS TRANSFER AND SETTLEMENT COMPANY – TRANSFOND S.A.

1 Ficusului Bd, Sector 1, Bucharest, Romania, Postal Code 013971

Fax: (+4) 021 233 4187

E-mail: helpdesk@transfond.ro

Secure e-mail: heldes@sep.transfond.ro

or to any other address, fax number, or secure email address notified in writing to participants by TRANSFOND.

or to:

ROMANIAN ASSOCIATION OF BANKS

St. Alea Negru Vodă, No.4-6, Bloc C3, Sector 3, Bucharest, postal code 030775

Fax: (+4) 021 321 20 95

E-mail: separon@RAB.ro

Any changes to the contact details of this service will be promptly notified to RoPay participants.

6 Management of disputes relating to RoPay transactions

The RoPay Scheme Rules establish a mechanism agreed upon and applied by RoPay participants for the management and processing within the RoPay Scheme of any disputes ("RoPay Dispute Management Mechanism") arising in connection with RoPay transactions, a mechanism described in general terms in this section and detailed in Annex no. 10 to this Set of Rules.

The RoPay Dispute Management Mechanism was created for the purpose of:

- creating a fast, cost-effective, and transparent alternative way for the parties involved in the disputed RoPay transaction to communicate their claims, arguments, and evidence to each other in a timely manner, allowing the parties involved to reach a possible amicable agreement, to reach a compromise or a fair resolution of the dispute regarding the RoPay transaction in question,
- increasing the level of protection for RoPay users against fraud and errors in the processing of payment instructions, provided by RoPay Participants in their direct relationship with their customers,
- ensuring a higher level of comfort for RoPay users in terms of protection against certain undesirable technical, operational, or commercial incidents,
- aligning RoPay with modern payment industry standards in terms of dispute resolution mechanisms related to payments,

thus contributing to ensuring a climate of trust in the RoPay solution and increasing the widespread adoption of the RoPay Scheme.

From the perspective of RoPay Participants and for them, the application of the RoPay dispute management mechanism is mandatory

The RoPay dispute management mechanism is based on a RoPay Participant assuming financial responsibility for the disputed RoPay transaction in relation to the other RoPay Participant involved in a dispute concerning a RoPay transaction, as such financial responsibility is established following the application of the procedures and criteria set out in Annex no. 10.

The allocation of financial responsibility for the disputed RoPay transaction to the RoPay user may be carried out by the responsible RoPay Participant, based on and in accordance with the relevant provisions of the contract concluded by the RoPay Participant with its customer.

Annex no. 10 to the Set of Rules on the RoPay Scheme contains a list of the types of disputes that are handled under the RoPay Dispute Management Mechanism, as well as the procedures and criteria related to the RoPay Dispute Management Mechanism.

RoPay transaction disputes can be resolved as follows:

(1) internally the RoPay Participant, in the event that both RoPay Users involved in the dispute are its customers, or

(2) bilaterally by 2 (two) RoPay Participants, in the event that the RoPay Users involved in the dispute are their customers.

If the RoPay Users and/or RoPay Participants involved in a dispute over a RoPay transaction have failed to reach a consensus in the first procedural stages of the RoPay dispute management mechanism, the paying RoPay Participant involved in the dispute, in consultation with the paying user, may request that the dispute be reviewed by TRANSFOND. TRANSFOND, after reviewing the technical elements and those relating to the invoked RoPay Scheme Ruleset, as well as the evidence (defined in Annex no. 10 to this document) presented by the RoPay participants, shall issue a resolution addressed to the Participants involved. The deadline for implementing TRANSFOND's resolution is set out in Annex no. 10 to this Set of Rules.

TRANSFOND, as co-administrator of the RoPay Scheme, shall continuously monitor the adequacy of the procedures and criteria relating to the RoPay Dispute Management Mechanism.

The co-administrators of the RoPay Scheme may decide to adapt/supplement/amend the rules of the RoPay Dispute Management Mechanism either on their own initiative or at the request of RoPay participants and based on specific or aggregated information provided by them.

From the perspective of RoPay users>, challenging a RoPay transaction is optional for the party initiating it, constituting a *sui-generis* means of resolving a dispute out of court. The RoPay dispute management mechanism does not constitute arbitration within the meaning of *Law No. 134/2010 on the Code of Civil Procedure, as amended and supplemented*.

The RoPay dispute management mechanism:

- does not affect the RoPay user's right to initiate legal action against the RoPay Participant based on the contract concluded with them, nor to initiate legal action, based on the civil/commercial contract, against the other RoPay user involved in the respective RoPay transaction;
- does not constitute a final settlement, within the meaning of the law, of civil/commercial disputes between RoPay users (payer and beneficiary), which remain within the jurisdiction of the courts;
- does not affect the right of the RoPay user to refer the matter to the National Consumer Protection Authority or other competent authorities in this matter, if applicable;
- does not affect the right of RoPay users to resort to legal means of alternative dispute resolution against the RoPay Participant, namely the alternative dispute resolution procedures administered by the Alternative Dispute Resolution Centre in the Banking

Sector, in accordance with *Government Ordinance No. 38/2015 on alternative dispute resolution between consumers and traders*, as amended;

- does not affect the right of the RoPay user to resort to legal means of alternative dispute resolution through mediation in relation to the other RoPay user involved in the respective RoPay transaction;
- does not affect the possibility for the RoPay user to resort to other forms of amicable resolution of the respective dispute through conciliation.

RoPay participants shall request RoPay users to inform them in a timely and detailed manner about the existence, progress, and results of other dispute resolution methods initiated by them in connection with the disputed RoPay transaction.

TRANSFOND, in its capacity as co-administrator of the RoPay scheme, shall not be held financially liable for any losses suffered by RoPay Participants or RoPay users as a result of any potential annulment by the competent courts (having jurisdiction over disputes between RoPay users or between a RoPay Participant and a RoPay user) of resolutions adopted in accordance with the RoPay Dispute Management Mechanism. If a court issues a final judgement in relation to a dispute concerning a RoPay transaction, establishing TRANSFOND's financial liability in that case, the responsible RoPay Participant(s) shall undertake to guarantee and indemnify TRANSFOND up to the amount owed under that court ruling (including ancillary costs such as indexation, penalties, updates, etc.).

7 Rules on commissioning the RoPay Service

The common rules regarding the commissioning by participants of the services they offer under the RoPay Scheme are set out in Annex no. 7 to this Set of Rules.

8 Applicable law

This Set of Rules is governed by Romanian law.

9 Final and transitional provisions

Annexes no. 1–12 form an integral part of this Set of Rules on the RoPay Scheme.

The derogation from the requirements set out in Article 2.13.3(a) and (b) of this Set of Rules shall apply:

- a) until 31 December 2025 for RoPay participants of the PSP type:
 - who have already signed the RoPay v1.0 membership agreement (before the entry into force of the Ruleset for the RoPay 2.0 Scheme);

- who are participants in the RAB SPL Scheme and sign the RoPay membership agreement on the date of entry into force of the RoPay 2.0 Scheme Ruleset.
- b) within 12 months of signing the RoPay membership agreement for PSP-type RoPay participants who join the service after the date of entry into force of this Ruleset.

The Ruleset for the RoPay Scheme is subject to annual review or whenever necessary, at the initiative of the administrators and RoPay Participants.

Amendments to this Ruleset shall enter into force at least 15 days after notification of the Scheme participants by the Administrators.

Changes to these Rules shall be deemed accepted by participants unless they withdraw from participation in RoPay by giving written notice to the co-administrators of the RoPay Scheme before the changes come into effect.

10 Annexes

Annex No. 1 – Agreement for participation in RoPay

Annex 2 – Agreement on the processing of personal data within RoPay

Annex 3 – RoPay fees and penalties

Annex 4 – Use cases for the RoPay Scheme

Annex 5 – QR code standard for the RoPay Scheme

Annex 6 – Processing times related to the RoPay Scheme

Annex 7 – Common rules on commissioning RoPay Services

Annex 8 – Procedure for calculating and settling the RoPay interchange fee

Annex 9 – Rules on the RoPay user experience

Annex 10 – Mechanism for managing disputes related to RoPay transactions

Annex no. 11 - RoPay Visual Identity Manual

Annex no. 12 - TRANSFOND General Information Security Policy