

Information Notice on the Processing of Personal Data for Authorized Natural Persons, Individual Enterprises, Liberal Professions, and Other Forms of Organization Assimilated to Natural Persons from a GDPR Perspective
Full Text

UniCredit Bank S.A. (“the Bank” or “the Controller”), a company managed under a dual-tier system, headquartered in Romania, Bd. Expoziției no. 1F, Bucharest, District 1, registered with the Trade Register under no. J1991007706408 and with the Banking Register under no. RB-PJR-40-011/18.02.1999, holding EUID ROONRC.J1991007706408, sole registration code 361536, VAT attribute RO, subscribed and paid-up share capital of 589,955,162.70 lei, in its capacity as personal data Controller, **processes your personal data (“Personal Data”) in good faith and for the purposes set out in this Information Notice (hereinafter referred to as the “Information Notice”)**, in accordance with the provisions of Regulation (EU) No. 679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (“the Regulation”).

These Personal Data, belonging to you in your capacity as client and data subject, are either provided to the Bank by you, or are collected by the Bank, where applicable, from other available external sources (such as, but not limited to: payment or transaction processors, card organizations, third-party payment service providers (third-party PSPs), the General Directorate for Personal Records, the National Agency for Fiscal Administration (ANAF), the National Trade Register Office, the Romanian courts portal, Biroul de Credit S.A., other companies within the UniCredit Group, public or private databases (including entities specialized in data aggregation) the land registry office, media sources, your employer, authorities), at the time of concluding the contract with UniCredit Bank and/or an insurance policy, and/or when submitting a request for services provided by the Bank, and/or throughout the performance of the contractual relationship, and/or by a third-party payment service provider contracted by you.

1. The personal data processed by the Bank are:

- name and surname, alias, mother’s maiden name, client code, Personal Identification Number (CNP) (or portions thereof in authentication procedures) or Tax Identification Number (TIN), as applicable;
- date and place of birth, gender, citizenship, marital status, ID/Passport series and number, other civil status data, tax residency jurisdiction;
- address/registered office, correspondence address, telephone/fax number, email address;
- professional status, occupation, position, place of work;
- source of funds, information on the beneficial owner, authorized representatives, economic and financial situation, data regarding owned assets;
- banking data, including details regarding the banking products purchased and banking transactions, liquidity-related data;
- data regarding other financial obligations, which may include positive data (e.g., type of product, granting term, granting date, maturity date, amounts granted, amounts owed, account status, account closure date, loan currency, payment frequency, amount paid, monthly installment) and/or negative data (e.g., type of product, granting term, granting date, maturity date, loans granted, amounts owed, overdue amounts, number of overdue installments, due date of the overdue amount, number of days of delay in loan repayment, account status), as well as information related to the capacity of guarantor, co-debtor or insurance policy beneficiary in connection with the granted product;
- data relating to risk management/data modeling, such as general data (bank account/client identifier), socio-demographic data (e.g., education, profession), credit limits and durations,

outstanding credit balances, overdue amounts, information on account restructuring/blocking (e.g., garnishment), risk class;

- information concerning membership in a Connected Client Group; in such case, the Bank processes the following Personal Data provided by you: the name, surname and CNP of natural persons who are part of the Connected Client Group and who have an exposure to the Bank or a current account opened with the Bank;
- health-related data, necessary for the provision of specific insurance services, if applicable;
- **political** exposure, if applicable, and the public function held, as well as information regarding accusations, investigations and committed acts, such as the name of the offence committed, the sanction applied (e.g., convictions, ancillary measures), duration of the sanction, authority that imposed the sanction, the status of the case, and other similar data (for reasons related to compliance with legislation on the prevention and combating of money laundering and terrorist financing, as well as compliance with legislation on combating fraud and fraudulent conduct), the status of politically exposed person, in accordance with the definition provided by Law No. 129/2019 on the prevention and combating of money laundering and terrorist financing, as well as for amending and supplementing certain normative acts, as such legal definition may be amended from time to time;
- data regarding international sanctions, such as the type and content of the sanction, the competent authority, the duration of the sanction, a description of the asset subject to the sanction (e.g., asset category, value, location, land registry details, authority responsible for implementing/monitoring the sanction, measures imposed on such asset), and to the extent that international sanctions involve the processing of data on acts committed by the data subject, data such as the name of the committed act, the sanction applied and its duration, the competent authority, and any other similar information, in accordance with the legislation governing the enforcement of international sanctions;
- signature, voice (e.g., in the case of recorded calls with the Bank), image (e.g., photograph from identification documents, images captured by CCTV cameras installed in Bank locations);
- in the event that you choose video identification performed by the Bank for your electronic signature services provider, the Bank will process: the setting/background in which the video call takes place, your image and voice, the content of the recorded video call, the content of any documents presented by you during the video call, the date and duration of the video call, and other similar data;
- if you opt for remote interaction with Bank representatives for purposes such as presenting the Bank's services and products and those intermediated/promoted by the Bank, followed by the potential acquisition of these services/products, via audio and/or audio-video means, the following data will be processed: your image, voice, the conversation held, the setting/background in which the discussion takes place (which may or may not be recorded), the date and duration of the discussion, and other similar data;
- *if you have contracted or will contract a loan from the Bank*, relevant information that forms the basis of requests to suspend your payment obligations to the Bank under the law, such as: impact on your personal income and/or your family's income, directly or indirectly, caused by the severe situation generated by the COVID-19 pandemic compared to the level recorded prior to the declaration of the state of emergency; inability to meet loan repayment obligations as a result of one or more of the following causes, including but not limited to: placement of the data subject/family members on technical unemployment due to closure/reduction of employer activity, dismissal of the data subject/family members, salary reductions, quarantine or self-isolation of the data subject, illness due to COVID-19, and other similar circumstances;

- the date, hour, minute, and second of sending any communications through any channel to the data subject, the content of such communications; the same data regarding the responses of the data subject to communications sent by the Bank;
- *if you request a loan from UniCredit Consumer Financing IFN SA (“UCFin”),* the Bank may provide UCFin with data such as those listed below, for the purpose of (i) assessing your eligibility for the granting of a financial product by UCFin, and (ii) performing statistical modeling activities, as detailed in Art. 2 letter z of this Information Notice: data regarding the lending relationship you have with UniCredit Bank SA, such as: the maximum daily balance for the past 3 months for all transactions on the accounts (current and savings/deposits), total credit transactions compared to the total transaction amount for the last month on current accounts; number of months since you became a client of UniCredit Bank SA (first registration date as a client); current account balance at month-end; number of months since the current account was closed; number of months since the last current account was opened; credit card limit; credit card usage over the last semester; credit card usage over the last quarter; debt collection data (collection stage/status of each loan/exposure within UniCredit Bank SA); region code; information on whether the data subject’s salary income is transferred into UniCredit Bank SA accounts; duration for which salary income has been transferred into accounts opened at UniCredit Bank SA, i.e., number of consecutive months within the last 12 months; total outstanding balance of all unsecured loans; total outstanding balance of all loans (secured and unsecured); total amount of upcoming loan installments for all active loans; existence of garnishments/other similar measures on bank accounts; other similar data;
- calendar date (day, month, year) and timestamp (hour, minute, second) related to strong customer authentication actions and other operations performed for the execution of payment services, in accordance with applicable legislation;
- BusinessNet¹ / Business Mobile² username, token device data – DIGIPASS³ (serial number) or Mobile Token (phone number for the activation of Mobile Token/BusinessNet applications), and other data necessary for accessing and using these electronic payment instruments (identification/registration/authentication/connection/authorization codes)⁴;
- data regarding the data subject’s authorized representative(s), the content and limits of the authorization, and any other related data included in the document attesting the authorization (e.g., notarial power of attorney);
- information used in the Bank’s applications available to the data subject, necessary for their proper functioning (e.g., Mobile B@nking);
- data related to the electronic signature, the issuance of the (qualified) digital certificate for this purpose;

¹ BusinessNet - A remote access payment instrument based on an Internet banking software solution.

² Business Mobile - A remote access payment instrument based on a Mobile banking software solution.

³ Token device– DIGIPASS -token mobile- It is a secure token device that allows access to BusinessNet.

⁴ If you choose to use fingerprint or facial recognition as the authentication method in Business Mobile / Mobile Token, the Bank does not process the biometric data stored within the biometric system installed on your mobile device. These data are subject to the processing rules established and communicated through the respective device.

- data regarding the contact person (name, surname, landline/mobile phone number, and relationship with the contact person), if you have provided such data to the Controller;
- other similar categories of personal data of the data subject from the Bank's records, relating to the contractual relationship with the Bank, mainly derived from the signed contractual documentation and from information collected by the Bank in the execution of the law.

2. Purposes of Processing Personal Data. Legal Basis

a) the conclusion of the contractual relationship with the Bank, based on your request for the provision of banking products, including among others the opening of a bank account, the provision of BusinessNet and Business Mobile services, the issuance of a debit card, DigiPass device, the provision of the Info SMS service, the distribution of investment funds, bonds, structured deposits, according to your request, pursuant to **Article 6 letter b) of the Regulation**. This purpose involves carrying out, within the specific relationship with each client, all activities related to the conclusion and/or amendment and/or execution of the financing/guarantee agreement pursuant to **Article 6 letter b) of the Regulation**, including:

(i) assessing the client's/guarantor's ability to obtain the requested product or another product or service;

(ii) assessing the client's/guarantor's ability to make payments and not generate debts towards the Bank, the Group entities or, where applicable, other partners – joint controllers. This analysis is also carried out throughout the performance of the agreement concluded with the data subject and may involve the existence of an automated decision-making process. For the purpose of concluding or performing the agreement related to the financial product or service, as well as for reducing credit risk, the Bank may make decisions based partially or exclusively on automated processing. The eligibility criteria applied in the automated decision-making process are established in accordance with internal and legal lending regulations in force.

The Controller processes the personal data provided by the data subject, as well as data resulting from agreements concluded with the latter or with a Group entity, and data from public sources, where applicable, through IT techniques and/or algorithms that produce legal effects concerning the data subject, such as the granting or rejection of credit. Depending on the data processed, the decision-making process may be based exclusively or only partially on automated processing; in the latter case, human intervention is required to make a decision regarding the credit application in question. The Bank has appropriate measures in place to safeguard the rights, freedoms, and legitimate interests of the data subject, including at least the right to obtain human intervention from the Bank, to express their point of view, and to contest the decision.

b) 1. performing customer due diligence, risk analysis, and reporting of suspicious transactions, under Article 6(1)(c) of the Regulation, namely for fulfilling a legal obligation, in correlation with AML/CFT legislation — NBR Regulation No. 2/2019 on preventing and combating money laundering and terrorist financing and Law No. 129/2019 on preventing and combating money laundering and terrorist financing. This also includes:

(a) collecting and using data provided in compliance with legal provisions by public authorities/institutions (e.g. General Directorate for Personal Records), for customer due diligence/prudential monitoring/updating of the data/activity of the data subject and/or comparing the data held by the Controller in its systems (such as those provided by clients) with the data

received from public authorities/institutions;

(b) processing of data obtained by the Controller from other entities within the Group for AML/CFT purposes under Law No. 129/2019 (e.g. contact data, ID document data and copies, information and documents related to risk analysis, etc.). Updated information obtained in this way may also lead to the updating of similar data held by the Controller.

2. the collection and use of data provided by the General Directorate for Personal Records (“DGEP”), processed also in the Controller’s legitimate interest (Art. 6(1)(f) of the Regulation) to comply with the prudential rules and requirements applicable to credit institutions (customer due diligence and updating customer data for the purpose of preventing and combating money laundering, terrorism financing and fraudulent behaviour), as well as ensuring data accuracy by providing information from the identity cards (ID) of existing customers of credit institutions, and information regarding a customer’s death (where applicable), in the following cases: a) the continuous updating of the data made available by the Controller to DGEP by providing information on the new IDs of existing customers; b) querying the DGEP database when initiating a business relationship with a customer by the Controller; c) querying the DGEP database for existing customers in specific situations (e.g., fraud suspicions). Moreover, such processing activities carried out for the fulfilment of legal obligations in the field of customer due diligence, combating money laundering and terrorism financing are classified under the applicable legislation as being conducted in the performance of a task carried out in the public interest (Art. 6(1)(e) of the Regulation).

c) reporting to state authorities, under Article 6(1)(c) of the Regulation and applicable special legislation, including activities related to inspections by authorities such as ANAF, ANPC, NBR, ANSPDCP.

d) debt collection / recovery of receivables owed to the Bank, based on the contract and the Bank’s legitimate interest in recovering outstanding debts, under Article 6(1)(b) and (f) of the Regulation.

e) enforcement of outstanding amounts, administration of garnishments and seizures, under Article 6(1)(c) of the Regulation and the Civil/Criminal Procedure Codes.

f) Group-level reporting within UniCredit Group⁵, which may include data on the person, property, activity, business or business relationships, or persons from the same group of connected clients, under the Controller’s legitimate interest (prudential measures at Group level) under Article 6(1)(f).

g) Credit Risk Central (CRC) checks and ANAF database verifications, under Article 6(1)(a) and (c) of the Regulation and NBR Regulation No. 2/2012.

h) submission of statements to ANAF, under Article 6(1)(c) and the Fiscal Procedure Code.

i) FATCA reporting if you are a U.S. citizen or resident, and CRS reporting, under Article 6(1)(c) of the Regulation.

j) issuance of insurance policies, when debit cards with insurance benefits are requested, under Article 6(b).

k) for the conclusion of the contractual insurance documents and for determining the amount of the insurance compensation payable in the event of the occurrence of insured risks, in cases where you

⁵ **Grup/Grup UniCredit** - UniCredit SpA (Italy) and the companies directly/indirectly controlled by it, including the companies in Romania (UniCredit Bank SA, UniCredit Leasing Corporation IFN SA, Debo Leasing IFN SA, UniCredit Leasing Fleet Management SRL, UniCredit Insurance Broker SA, UniCredit Consumer Financing IFN SA, UCTAM RO SRL, etc.) and the legal successors of these entities.

have requested a group life insurance attached to the credit and/or insurance for the asset provided as collateral, pursuant to Article 6 letter b) of the Regulation;

l) monitoring and security of persons, premises and assets via CCTV systems, under Article 6(f) and Law 333/2003.

m) for the recording of communications made via fax, digital channels (e.g., BusinessNet, Business Mobile, email), and of calls and telephone conversations carried out through the Bank's Contact Center, for the purpose of improving and enhancing the efficiency of the services provided to the customer, pursuant to Article 6 letter a) of the Regulation, as well as for the proper conclusion and performance of contracts with customers and for carrying out telephone and online transactions, pursuant to Article 6 letter b) of the Regulation;

n) only if you have expressed your direct marketing option in other Controller documents, the performance of analyses that may lead to your profiling for marketing purposes (such as assessing eligibility for granting standard or personalized products and services from the Group's portfolio, including by calculating indicators for assessing solvency, credit risk, and determining the level of indebtedness) and direct marketing, through the selected communication channels, for receiving communications regarding the products and services of the Controller, of the entities within the Group (financing/crediting/other types), and of their contractual partners (outside the Group), based on your consent pursuant to Article 6(1)(a) of the Regulation, according to the options expressed by you within the direct marketing agreement included in the account opening/application for establishing the relationship with the Bank, an agreement which forms an integral part of the information notice;

o) for monitoring customer satisfaction and the quality of the services and products purchased, based on the legitimate interest of the Bank in the continuous improvement of its services/products, pursuant to Article 6(1)(f) of the Regulation;

p) statistical purposes, under Article 6(1)(f) and Article 89.

q) for the purpose of providing information regarding accounts in situations where you have submitted requests to the Bank through an account information service provider, processing carried out by the Bank for the performance of a contract to which you are a party, pursuant to Article 6(1)(b) of the Regulation, as well as for the fulfilment of the legal obligations incumbent upon the Bank under the legislation on payment services, pursuant to Article 6(1)(c) of the Regulation;

r) for the purpose of executing payment orders initiated by you through a payment initiation service provider, processing carried out by the Bank for the performance of a contract to which you are a party, pursuant to Article 6(1)(b) of the Regulation, as well as for the fulfilment of the legal obligations incumbent upon the Bank under the legislation on payment services, pursuant to Article 6(1)(c) of the Regulation.

s) for the purpose of confirming the availability of funds (whether an amount necessary for executing a card-based payment transaction is available in the online-accessible payment account), at the request of a third-party payment service provider issuing card-based payment instruments, processing carried out by the Bank for the performance of a contract to which you are a party, pursuant to Article 6(1)(b) of the Regulation, as well as for the fulfilment of the legal obligations incumbent upon the Bank under the legislation regarding payment services, pursuant to Article 6(1)(c) of the Regulation;

t) for the purpose of ensuring the prevention, investigation, and detection of fraud in the field of payments (including with regard to actions carried out in relation to you by or through third-party payment service providers, namely account information service providers and payment initiation service providers), as permitted under the legislation on payment services, pursuant to Article 6(1)(c) of the Regulation, as well as for the purpose of preventing fraud and erroneous payments through a process based on the legitimate interest of the initiating Banks in providing customers with an

effective tool against increasing threats, pursuant to Article 6(1)(f) of the Regulation. In cooperation with Transfond, UniCredit Bank provides you with the Beneficiary Name Display Service (SANB), together with other payment service providers in Romania, as participants in this service. Accordingly, your data (full first name, initial of last name, and IBAN code) are transferred to the database managed by Transfond for the prevention of transactional fraud and undue payments.

u) the communication of information regarding the functionalities, standard contractual-operational advantages/benefits, and operational mechanisms of the products and services held by the data subject, as well as complementary products and services (provided by the Bank) that optimize the use of the products and services already held, through means such as instalment payment programs (equal instalments), loyalty programs, programs related to the use of products and services, conveyed via communication channels such as automated calling systems that do not require human intervention, email, SMS, fax, physical mail, telephone calls (e.g., Call Center), BusinessNet / Business Mobile [e.g., notifications, messages including “push notifications” (instant notifications/messages)], based on the Bank’s legitimate interest in ensuring the adequate, accurate, and complete information of data subjects regarding the products and services they hold or complementary products and services, and in carrying out educational campaigns for data subjects, so that they may access and/or maintain services and products suitable to their needs and interests, pursuant to Article 6(1)(f) of the Regulation;

v) the prevention and combating of fraud [including by sending information messages that do not contain personal data to the previous phone number and/or previous email address and, respectively, through a communication channel (such as an email address/SMS) already registered with the Bank, simultaneously with the update of the phone number and/or email address], based on the Bank’s legitimate interest in taking the necessary and appropriate measures to prevent and combat (potential) fraudulent conduct, including through mechanisms that ensure a high level of security and confidentiality of processing, pursuant to Article 6(1)(f) of the Regulation, as well as the Bank’s legal obligation to take appropriate measures against internal or external fraudulent behaviour and disciplinary breaches, such as breaches of internal procedures or limit violations, as provided by Article 52¹ of NBR Regulation No. 5/2013 on prudential requirements for credit institutions, as well as other legal provisions with similar content, pursuant to Article 6(1)(c) of the Regulation;

w) for the purpose of ensuring the proper functioning of the Bank’s internal systems/applications (regardless of their name), through activities (which may also be preliminary) such as testing (e.g., the use of personal data in test environments), design, development, so that the Bank may optimally carry out its current operations, including in areas such as the prevention and combating of money laundering (e.g., Law No. 129/2019 on the prevention and combating of money laundering and terrorism financing, as well as for amending and supplementing certain legal acts), the enforcement of international sanctions (e.g., Government Emergency Ordinance No. 202/2008 on the implementation of international sanctions), combating tax evasion (e.g., for FATCA purposes, pursuant to Law No. 233/2015 on the ratification of the Agreement between Romania and the United States of America to improve international tax compliance and to implement FATCA, signed in Bucharest on 28 May 2015, and Order of the Ministry of Public Finance No. 1939/2016), given that the activities mentioned above may be essential for the future functioning of the Bank’s internal systems/applications, based on the Bank’s legitimate interest in ensuring the proper functioning of its systems and applications by taking the necessary measures (such as the prior use of personal data in test environments, design, development), so that the Bank’s current activity may be performed optimally, in accordance with the relevant legislation, pursuant to Article 6(1)(f) of the Regulation;

x) conducting analyses and studies at the Bank level on aspects such as the use of products and services, payment or lending standards, for the development of analytical models and their periodic review in order to optimize the Bank's business strategy and its products and services, based on the Bank's legitimate interest in taking appropriate measures—such as studies and analyses—to anticipate customer needs and interests, improve the Bank's services and products in line with customer expectations and market trends, pursuant to Article 6(1)(f) of the Regulation;

y) establishing a robust internal regulatory framework, conducting analyses in the anti-fraud area, and taking appropriate measures (e.g., consulting public sources) on an ongoing basis, in order to avoid entering into relationships with individuals who exhibit fraudulent behaviour, pursuant to Article 6(1)(c) of the EU Regulation, Article 52¹ of NBR Regulation No. 5/2013, as well as based on the Bank's legitimate interest in the prudent management of reputational risk, pursuant to Article 6(1)(f) of the Regulation;

z) the performance of analyses, reporting, and other related operations in the area of the application of international sanctions, pursuant to Government Emergency Ordinance No. 202/2008 on the implementation of international sanctions and Article 6(1)(c) of the Regulation, for the fulfilment of a task carried out in the public interest, pursuant to Article 6(1)(e) of the Regulation, as well as based on the legitimate interest of the prudent management of reputational risk, pursuant to Article 6(1)(f) of the Regulation;

z¹) the undertaking by the Controller of the necessary measures to prudentially carry out consolidated supervision over the entities within the Group (e.g., UniCredit Consumer Financing IFN SA, hereinafter "UCFin"), through the transmission to UCFin (upon request) of data regarding common clients, as provided under the corresponding subsection of Article 1 of this Information Notice, so that the Controller (as the operational leader of the Group): (i) maintains credit, funding, model, and strategic risks within optimal parameters of efficiency and effectiveness at Group level, in accordance with the relevant legislation; (ii) provides UCFin with the necessary conditions for integrated credit analysis and statistical modelling, by leveraging the data held by the Controller, for the purpose of estimating the probability of default; (iii) avoids the risk of insolvency for common clients; (iv) ensures compliance with the relevant legislation and thus reduces the likelihood of risks arising for the Controller and the entities within the Group (which may indirectly affect the Controller), pursuant to Article 6(1)(f) of the Regulation.

z²) the provision of electronic signature services (e.g., issuance of the electronic signature/qualified digital certificates, display and electronic signing of the related documents, management of the application of qualified electronic signatures/stamps/seals on electronic documents, management of the process of transmitting electronic documents to the data subjects, transmission of electronically signed documents to the provider of the electronic archiving solution, the monitoring and reporting process, and any other similar and/or ancillary processes/services attached to the products and services provided by the Controller and requested by the data subjects, through the channels made available by the Controller), pursuant to Article 6(1)(b) of the Regulation;

z³) for the purpose of updating your documents, data, and information held by the Controller, the Controller will process the contact person's data only if you have provided such data to the Controller (Article 6(1)(b) of the Regulation). The data subject has the obligation to inform the contact person about the data processing carried out by the Controller, either by sending this Notice (via email or physical delivery) or by indicating its availability for consultation at www.unicredit.ro, under the Personal Data Protection section;

z⁴) for the purpose of defending, exercising, or establishing—without limitation—any right/claim/request, etc., in court, before another authority/institution/natural or legal person, auditors

included without limitation, based on the Controller's legitimate interest in taking all necessary and appropriate measures (such as documentation, defence, exercise, establishment) to protect its rights and interests and to ensure compliance with the applicable legislation (including where a legal obligation or public interest exists in this regard), pursuant to Article 6(1)(f) of the Regulation and/or, as applicable, Article 6(1)(c) or (e) of the Regulation.

3. Duration of Personal Data Processing

a) for the duration of the validity of the contracts concluded with the Bank, to which an additional 10 years shall be added after the termination of the contractual relationship, in accordance with the provisions of Law No. 82/1991, Law No. 129/2019, and based on the Controller's legitimate interest in taking the appropriate and necessary measures to preserve the contractual documentation for the proper defence of its rights in relation to any natural or legal person, such as courts of law, auditors, supervisory authorities, in line with the applicable legislation, pursuant to Article 6(1)(c) and (f) of the GDPR; exceptions apply in situations where, under an applicable legal provision, a longer retention period is required, or where the Bank demonstrates a legitimate interest, in which case the processing period may be extended until that legitimate interest is fulfilled.

b) for a period of 5 years, which may be extended by up to an additional 5 years at the request of the competent authority, in cases where no contractual relationship has been concluded for the provision of banking products/services to you, in accordance with the law (Law No. 129/2019 and NBR Regulation No. 2/2019);

c) regarding the area of direct marketing: (i) if the Data Subject's choices are "NO", upon termination of the last contractual relationship with the entities of the UniCredit Group (in situations where contractual relationships exist with multiple entities) participating in the direct marketing agreement (as per the annex to the Information Notice), the Data Subject will no longer receive commercial communications, and the related data will be retained for an additional 3 years; (ii) if the Data Subject's choice is "YES", upon termination of the last contractual relationship with the entities of the UniCredit Group (in situations where contractual relationships exist with multiple entities) participating in the direct marketing agreement, the Data Subject will continue to receive commercial communications for 1 year, after which the Data Subject's option will become "NO" in the Bank's systems, and the related data will be retained for an additional 3 years;

d) regarding FATCA and CRS reporting, pursuant to the applicable tax legislation (e.g., Law No. 207/2015, as amended by GEO No. 102/2022): the related personal data are retained for 10 years from the expiry of the reporting deadline to the tax authorities, which runs from 15 May (inclusive) of the current calendar year for information pertaining to the previous calendar year).

4. Controllers / Processors and Recipients of Personal Data

Personal data may be transferred to the following categories of recipients: a) the data subject, the data subject's representatives; b) entities within the UniCredit Group; c) insurance companies (which may act as joint controllers with the Bank); d) debt collection/recovery agencies; e) public notaries, bailiffs; f) lawyers, authorized valuers, accountants, auditors, and other types of consultants; g) various service providers (e.g., IT services/maintenance and IT infrastructure, providers of electronic signature/qualified digital certificates, archiving services, printing services, couriers, fraud investigation service providers, etc.); h) international organizations (e.g., card schemes – Visa, Mastercard, etc.); i) technical payment processing service providers (e.g., Romcard, Transfond, Society for Worldwide Interbank Financial Telecommunication, etc.); j) public authorities in Romania (e.g., the National Bank of Romania, ANAF, the National Office for the Prevention and Control of

Money Laundering, etc.) and abroad (e.g., the European Commission, tax authorities, etc.); k) other public or private law institutions (e.g., the General Directorate for Personal Records, the National Credit Guarantee Fund for SMEs);

l) third-party payment service providers (if you have contracted specific services provided by them), namely payment initiation service providers, account information service providers, and payment service providers issuing card-based payment instruments.

In situations where Personal Data are transferred to a third party or organization abroad, the information in the *International Transfer* section applies.

Personal Data transferred to third parties will be adequate, relevant, and not excessive in relation to the purpose for which they were collected and which justifies the transfer to a specific third party.

5. International Transfer

Personal data will be transferred to SWIFT (Society for Worldwide Interbank Financial Telecommunication), acting as a data controller, in cases where the execution of payment operations requested by you involves processing through the SWIFT system. In this respect, there is a possibility that the data transferred to SWIFT, in its capacity as controller, may be accessible to the U.S. Department of the Treasury.

If you are a citizen of the United States of America (USA) or a resident on U.S. territory, please note that, under FATCA (The US Foreign Account Tax Compliance Act), the legal provisions regarding the U.S. tax regime apply directly to you, and your data will be transmitted by the Bank to the Romanian tax authorities, who may then forward them to the U.S. tax authorities.

In all situations where an international data transfer is required, such transfer will be carried out only if the destination country ensures an adequate level of personal data protection recognized by a decision of the European Commission, such as the Member States of the European Economic Area (EEA).

In the absence of such a decision by the European Commission, the Bank may transfer personal data to a third country only if the entity processing the data has provided adequate safeguards as provided by law for the protection of personal data, such as but not limited to the use of binding corporate rules, standard data protection clauses adopted by the European Commission, standard data protection clauses adopted by a supervisory authority, contractual clauses authorized by a supervisory authority, or adherence to a code of conduct approved by a supervisory authority.

The Bank may be contacted to obtain additional information regarding the safeguards provided for the protection of personal data in the case of each international data transfer, through a written request submitted for this purpose.

6. Necessity of Processing Personal Data

If you refuse the processing of Personal Data for the purposes stipulated under letters a)–k), q)–t), v–z³) above, the Bank will be unable to initiate or continue legal relationships with you, as it will be unable to comply with the requirements of the special financial-banking regulations regarding customer due diligence, prudential requirements, and other legal obligations, including the analysis of your request for the provision of services by the Bank or the conclusion/performance/execution of the contract requested by you.

If you object to the processing of Personal Data for statistical purposes, please note that this option will be reviewed, and depending on the particular situation of the data subject, you will receive a response in accordance with Article 21 of the Regulation. Your objection to such processing will not affect the continuation of the contractual relationship with the Bank.

If you do not agree with the processing of your Personal Data for direct marketing purposes, or for being contacted to provide your opinion regarding the services and products offered or purchased, your contractual relationship with the Bank will not be affected in any way.

In the situation where you have been or are exclusively a client of UniCredit Consumer Financing IFN SA and you have had/have only viewing rights in Mobile Banking, and considering that the Controller manages the Mobile Banking application, please note that the new direct marketing agreement may become available to you within Mobile Banking from the Controller, based on the Controller's legitimate interest in strengthening the business relationship with Mobile Banking users, pursuant to Article 6(1)(f) of the Regulation.

7. As a data subject, you have the following RIGHTS exclusively with respect to your Personal

Data:

- a) the right of access to data, in accordance with Article 15 of the Regulation;
- b) the right to rectification, in accordance with Article 16 of the Regulation;
- c) the right to erasure, in accordance with Article 17 of the Regulation;
- d) the right to restriction of processing, in accordance with Article 18 of the Regulation;
- e) the right to data portability, in accordance with Article 20 of the Regulation;
- f) the right to object, in accordance with Article 21 of the Regulation;
- g) the right not to be subject to a decision based solely on automated processing, including profiling, in accordance with Article 22 of the Regulation;
- h) the right to lodge a complaint with the Romanian National Supervisory Authority for Personal Data Processing (ANSPDCP) and with the courts of law.

We mention that, pursuant to Article 7(3) of the Regulation, you have the right to withdraw your consent at any time for processing operations based on consent, without affecting the lawfulness of the processing carried out before the withdrawal. Except for the right mentioned under letter h), which is exercised through requests addressed to the National Supervisory Authority for Personal Data Processing (ANSPDCP) or to the competent court, **for the exercise** of the other **rights**, you may submit a written, dated, and signed request sent to UniCredit Bank SA at the following address: Bulevardul Expoziției no. 1F, Sector 1, Bucharest, postal code 012101, or by email to infocenter@unicredit.ro, or by calling +40 21 200 2020 (normal-charge call in the Telekom Romania fixed network) or 2020 (normal-charge call in the Telekom Romania, Orange, RCS&RDS, Vodafone mobile networks).

If you submit a request regarding the exercise of your data protection rights, the Bank will respond to this request within one month, a period which may be extended by two months under the conditions provided by the Regulation.

In the situation where you wish to submit a request regarding the exercise of the above-mentioned rights in relation to the joint controller – the insurance company that issued the Insurance Policy – you may contact that entity in accordance with the provisions indicated in the Insurance Policy.

Within UniCredit Bank S.A., the Data Protection Officer can be contacted at the following address: Bulevardul Expoziției no. 1F, Sector 1, Bucharest, postal code 012101, e-mail: dpo@unicredit.ro .

You may consult the information notice at any time on the Bank's website, at www.unicredit.ro, under the SME section, Personal Data Protection subsection.

MECANISMUL DE FUNCTIONARE A ACORDULUI DE MARKETING DIRECT

Pentru facilitarea intelegerii si exprimarii informatate a optiunilor in scop de marketing direct (asa cum sunt acestea redate mai jos)*, va rugam sa aveti in vedere urmatoarele:

- Prin „marketing direct” se vor intelege comunicările comerciale transmise in baza acordului prealabil, destinate sa promoveze produse sau servicii ale Unicredit sau Grupului Unicredit Romania in temeiul legislatiei aplicabile persoanelor juridice, respectiv legislatiei privind prelucrarea datelor cu caracter personal in cazul in cazul clientilor PFA, intreprinderi individuale sau cu profesii liberale;
- Prezentul acord de marketing direct are ca scop (i) promovarea integrata a serviciilor si produselor (bancare, financiare nebancale, leasing, asigurari etc.) apartinand UniCredit Bank SA, UniCredit Leasing Corporation IFN SA, UniCredit Insurance Broker SRL, UniCredit Leasing Fleet Management SRL, membre ale Grupului UniCredit Romania (denumit in continuare „Grupul UniCredit Romania”), cat si (ii) promovarea produselor partenerilor contractuali ai acestora, din afara Grupului UniCredit Romania, astfel incat Dvs. sa aveti la dispozitie optiuni multiple care sa corespunda cat mai bine nevoilor si intereselor Dvs. iar decizia dumneavoastra finala sa fie informata;
- Ipoteza descrisa la **lit. A de mai jos** are in vedere transmiterea de comunicari comerciale **de catre entitatea juridica (denumita in continuare ”Unicredit”) care realizeaza colectarea optiunilor Dvs. privind marketingul direct**, precum si de **catre celelalte entitati din Grupul UniCredit Romania**

OPERATING MECHANISM OF THE DIRECT MARKETING AGREEMENT

In order to understand and make an informed choice of the direct marketing options (as presented below), please note the following:*

- *“Direct marketing” means commercial communications sent following a prior agreement, intended to promote products or services of Unicredit or the Unicredit Group Romania under the legislation applicable to legal entities, i.e. the legislation on personal data processing in case of freelance customers, sole proprietorship or liberal professions;*
- *This direct marketing agreement has the following purposes: (i) the integrated promotion of services and products (banking, non-bank finance, leasing, insurance, etc.) belonging to UniCredit Bank SA, UniCredit Leasing Corporation IFN SA, UniCredit Insurance Broker SRL, UniCredit Leasing Fleet Management SRL, members of the UniCredit Group Romania (hereinafter referred to as the “UniCredit Group Romania”), as well as (ii) the promotion of its contractual partner products, outside the UniCredit Group Romania, so that you have multiple options that best suit your needs and interests in order for your final decision to be informed;*
- *The meaning described at letter A below refers to the transmission of commercial communications by the legal entity (hereinafter referred to as “Unicredit”) which collects your options regarding direct marketing, as well as by other entities of the UniCredit Group Romania.*

Astfel, în baza acordului Dvs: UniCredit va transmite catre Dvs. comunicari comerciale privind produsele si serviciile proprii si produsele si serviciile celorlalte entitati din Grupul UniCredit Romania, si veti putea primi, totodata, comunicari comerciale **direct** de la celelalte entitati din Grupul UniCredit Romania despre serviciile si produsele acestora, fapt ce presupune:

- (i) comunicarea prealabila de catre UniCredit, în baza acordului Dvs., catre aceste entitati, a datelor de contact ale companiei, respectiv CUI companie si/sau denumire companiei si/sau numar telefon si/sau adresa sediu social si/sau adresa de email si/sau, domeniu de activitate si/sau numele reprezentantilor legali ai companiei sau, in cazul clientilor PFA, intreprinderi individuale sau cu profesii liberale, datele de contact mentionate in Nota de informare privind prelucrarea cu caracter personal (Nota GDPR), respectiv nume si prenume si/sau numar telefon si/sau adresa email si/sau adresa postala
- (ii) ca, anterior trimiterii comunicariilor comerciale, în baza acordului Dvs., UniCredit ori entitatile din Grupul UniCredit Romania pot realiza profilarea Dvs in scop de marketing direct pe baza datelor detinute ori transferate intragrup in prealabil, in baza acordului exprimat de Dvs la lit. A, cum ar fi tipul produselor si serviciilor detinute, durata contractuala, istoricul de creditare, numarul produselor si serviciilor detinute, cu respectarea prevederilor legale, respectiv a principiilor prelucrării datelor, conform GDPR in cazul clientilor PFA, intreprinderi individuale sau cu profesii liberale,, in special principiile minimizarii datelor si al limitarii dupa scop, astfel incat sa primiti comunicari adecvate intereselor Dvs

Thus, based on your agreement, UniCredit will send you commercial communications regarding its own products and services and the products and services of other entities of the UniCredit Group Romania, and you may also receive commercial communications directly from other entities of the UniCredit Group Romania about services and products, which involves:

- (i) Prior communication by UniCredit to these entities, based on your agreement, of the company contact details, i.e. the tax reference number and/ or name of the company and/ or telephone number and/ or registered office address and/ or email address and/ or field of activity and/ or the names of the company's legal representatives and, in case of freelance clients, sole proprietorship or liberal professions, the contact data mentioned in the Information Notice on personal data processing (GDPR Note), i.e. full name and/ or telephone number and/ or email address and/ or mailing address;*
- (ii) Prior to sending commercial communications, based on your agreement, UniCredit or UniCredit Group Romania entities may profile you for direct marketing purposes based on the data held or transferred in advance within the group, following the agreement you expressed at letter A, such as the type of owned products and services, the contractual term, the credit history, the number of owned products and services, in compliance with the legal provisions and data processing principles, under the GDPR for freelance clients, sole proprietorship or liberal professions, in particular the principles of data minimization and purpose limitation, so*

- Ipoteza descrisa la **lit. B de mai jos** are in vedere **produse si servicii ale unor terte parti (din afara Grupului UniCredit Romania)**, parteneri contractuali ai UniCredit si ai entitatilor din Grupul UniCredit Romania.

Astfel, în baza acordului Dvs, veti putea primi direct de la UniCredit si de la entitatile Grupului UniCredit Romania comunicari comerciale despre produsele si serviciile partenerilor contractuali ai acestora, si veti putea primi, totodata, comunicari comerciale direct de la partenerii contractuali ai UniCredit (despre produsele si serviciile acestor parteneri), fapt ce presupune:

(i) comunicarea prealabila de catre UniCredit catre partenerii sai contractuali, respectiv catre entitatile Grupului UniCredit Romania, a datelor de contact ale companiei, respectiv CUI companie si/sau denumire companiei si/sau numar telefon si/sau adresa sediu social si/sau adresa de email si/sau numele reprezentantilor legali ai companiei si/sau, domeniu de activitate sau, in cazul clientilor PFA, intreprinderi individuale sau cu profesii liberale, datele de contact mentionate in Nota GDPR, respectiv nume si prenume si/sau numar telefon si/sau adresa email si/sau adresa postala;

(ii) Ca anterior trimiterii comunicarilor comerciale, UniCredit, partenerii contractuali ai UniCredit si entitatile din Grupul UniCredit Romania pot realiza profilarea Dvs in scop de marketing direct pe baza datelor detinute ori ce vor fi transferate in prealabil in baza acordului exprimat de Dvs la lit. B, cum ar fi tipul produselor si serviciilor detinute, durata contractuala, istoricul de creditare, numarul produselor si serviciilor detinute, cu respectarea prevederilor legale, respectiv, in cazul clientilor PFA, intreprinderi individuale sau cu profesii liberale, a principiilor prelucrării datelor, conform

that you receive communications according to your interests.

- *The meaning described at letter B below refers to products and services of third parties (outside the UniCredit Group Romania), contractual partners of UniCredit and entities within the UniCredit Group Romania.*

Thus, based on your agreement, you may receive commercial communications directly from UniCredit and the UniCredit Group Romania entities about the products and services of their contractual partners, and you may also receive commercial communications directly from UniCredit contractual partners (about their products and services), including:

(i) Prior communication by UniCredit to its contractual partners, i.e. the entities of the UniCredit Group Romania, of the company contact details, i.e. the tax reference number and/ or name of the company and/ or telephone number and/ or registered office address and/ or email address and/ or field of activity and/ or the names of the company's legal representatives or, in the case of freelance clients, sole proprietorship or liberal professions, the contact data mentioned in the GDPR Note, i.e. full name and/ or telephone number and/ or email address and/ or postal address;

(ii) Prior to sending commercial communications, UniCredit, UniCredit contractual partners and UniCredit Group Romania entities may profile you for direct marketing purposes based on the data held or transferred in advance, following the agreement you expressed at letter B, such as the type of owned products and services, the contractual term, the credit history, the number of owned products and services, in compliance with legal provisions, and data processing principles, under the GDPR for

GDPR, in special principiile minimizarii datelor si al limitarii dupa scop, astfel incat Dvs. sa primiti comunicari adecvate intereselor Dvs.

- Ipoteza descrisa **la lit. C de mai jos** are in vedere **canalele prin care Dvs. veti primi comunicarile conform optiunilor selectate la lit. A si B.**

Va rugam sa aveti in vedere faptul ca optiunile vor fi funizate efectiv in cadrul cererii de deschidere de cont (furnizare initiala) sau oricand veti dori ulterior sa le actualizati.

In cadrul acestui document informatiile de la literele A, B si C de mai jos sunt prezentate cu scopul de a facilita intelegerea mecanismul de functionare a acordului de marketing si de a anticipa si stabili cu acuratete semnificatia alegerilor dvs.

Actualizarea optiunilor dvs.

- Puteti **actualiza** oricand optiunile Dvs de marketing direct prin cerere scrisa depusa la oricare dintre entitatile Grupului UniCredit Romania
- Va rugam sa tineti cont de faptul ca ultima actualizare a optiunilor privind canalele de comunicare la oricare dintre entitatile Grupului UniCredit Romania va avea ca efect transmiterea comunicarilor comerciale aferente oricarora dintre entitati pe canalele actualizate, in cazul in care sunteti client al mai multor entitati din Grupul UniCredit Romania
- **Retragerea acordului** se poate realiza prin: prin cerere scrisa depusa la oricare dintre entitatile Grupului UniCredit Romania, prin email la adresa infocenter@unicredit.ro sau prin serviciul de mesagerie al BusinessNet. Daca veti decide sa retrageti acordul, efectul este ca **NU veti mai primi comunicari comerciale despre**

freelance clients, sole proprietorship or liberal professions, in particular the principles of data minimization and purpose limitation, so that you receive communications according to your interests

- *The meaning described at letter C below refers to the channels through which you will receive communications according to the options selected at letters A and B.*

Please keep in mind the fact that the options will be effectively provided within the account opening request (initial provision) or whenever you later want to update them.

Within this document, the information from letters A, B and C below are presented with the aim of facilitating the understanding of the functioning mechanism of the marketing agreement and to anticipate and establish accurately the significance of your choises

Updating your options

- *You can update your direct marketing options at any time by submitting a written request to any of the UniCredit Group Romania entities;*
- *Please note that the latest update of the communication channel options at any of the UniCredit Group Romania entities will result in the transmission of commercial communications related to any of these entities on the updated channels, if you are a customer of several entities of the UniCredit Group Romania.*
- *You can withdraw the agreement: by written request submitted to any of the UniCredit Group Romania entity, by sending an email to infocenter@unicredit.ro or by the BusinessNet messenger service. If you decide to withdraw your agreement, then you will NOT receive any more commercial communications about the products and services of (i) UniCredit and*

produsele si serviciile (i) UniCredit si ale celorlalte entitati din Grupul UniCredit Romania si/sau (ii) ale partenerilor UniCredit si ai entitatilor Grupului UniCredit Romania.

Actualizarea optiunilor de marketing si/sau retragerea acordului se poate realiza de catre reprezentatul legal al companiei/titularul PFA-ului, intreprinderii individuale sau a profesiei liberare sau de catre persoana imputernicita in acest sens

Va recomandam ca, **anterior exprimarii si actualizarii optiunilor de marketing direct (lit. A, B, C de mai jos), sa consultati Lista entitatilor membre ale Grupului UniCredit Romania și Lista Partenerilor fiecarei entitati aferente, disponibila la www.unicredit.ro, www.unicreditleasing.ro, www.unicreditinsurancebroker.ro, www.unicreditleasing.ro/ro/home.html#UniCredit_Leasing_Fleet_Management sau in orice sucursala UniCredit Bank SA, astfel incat decizia Dvs sa fie informata si pentru a se evita transmiterea catre dvs. a unor comunicari nesolicitate.** Entitatile membre ale Grupului UniCredit Romania isi rezerva dreptul de revizui aceasta lista partenerilor contractuali, sens in care va recomandam sa consultati periodic aceasta lista prin canalele mentionate mai sus.

*** UniCredit- entitatea juridica care colecteaza optiunile de marketing direct ale persoanei vizate**

****Grup UniCredit Romania desemneaza entitatile din Grupul UniCredit Romania, respectiv UniCredit Bank Romania SA, UniCredit Leasing Corporation IFN SA, UniCredit Insurance Broker IFN SA, UniCredit Leasing Fleet Management SRL si succesorii lor juridici**

other UniCredit Group Romania entity and/ or of (ii) UniCredit partners and UniCredit Group Romania entities.

The marketing options updates and/ or the agreement withdrawal can be done by the company legal representative/ freelancer, the sole proprietorship or the liberal profession or by the person empowered in this respect.

We recommend that, prior to expressing and updating the direct marketing options (letters A, B, C below), you consult the List of Member Entities of the UniCredit Group Romania and the List of Partners of each related entity, available at www.unicredit.ro, www.unicreditleasing.ro, www.unicreditinsurancebroker.ro, www.unicreditleasing.ro/ro/home.html#UniCredit_Leasing_Fleet_Management or in any UniCredit Bank SA branch, in order for you to make an informed decision and to avoid receiving unsolicited communications. The member entities of the UniCredit Group Romania reserve the right to revise this list of contractual partners, hence we recommend you to periodically consult this list through the channels mentioned above.

**UniCredit- the legal entity that collects the subject's direct marketing options*

*** UniCredit Group Romania means the entities of the UniCredit Group Romania, i.e. UniCredit Bank SA, UniCredit Leasing Corporation IFN SA, UniCredit Insurance Broker IFN SA, UniCredit Leasing Fleet Management SRL and its legal successors*

Inainte de exprimarea optiunilor va rugam sa cititi clauzele privind mecanismul de functionare a acordului de marketing direct.

Before selecting your options, please read the clauses regarding the operating mechanism of the direct marketing agreement.

A. Sunt de acord / Nu sunt de acord ca datele companiei /datele cu caracter personal, in cazul clientilor PFA, interprinderi individuale sau cu profesii liberal să fie prelucrate in scop de marketing direct, în următoarele modalități: (i) transmiterea de către UniCredit* a comunicărilor despre produsele și serviciile proprii și despre cele aparținând altor entitati din Grupul UniCredit Romania**, (ii) transmiterea directă de către oricare dintre celelalte entitati din Grupul UniCredit Romania a comunicărilor cu privire la produsele și serviciile acestora, fapt ce necesită transferul prealabil al datelor companiei/datelor mele de contact si al celor privind relatia contractuala cu UniCredit (cum ar fi tipul produselor detinute, durata contractuala, s.a.) de către UniCredit către celelalte entitati din Grupul UniCredit Romania, (iii) realizarea profilării in scop de marketing direct de către UniCredit și/sau entitatile din Grupul UniCredit Romania, pe baza categoriilor de date mentionate la pct. (ii) de mai sus pentru derularea operațiunilor indicate la pct. (i) și (ii) de mai sus.

A. I agree / I do not agree that the company data/ personal data, in case of freelance clients, sole proprietorship or liberal professions, to be processed for direct marketing purposes on the following ways: (i) UniCredit may send communications about its own products and services and about the products and services belonging to the entities of the UniCredit Group Romania** (ii) any other entity of the UniCredit Group Romania may send direct communications about its products and services, which requires a prior transfer by UniCredit of the company data/ my contact data and data regarding the contractual relationships with UniCredit (i.e. owned products, the contractual term, etc.) to other entities of the UniCredit Group Romania; (iii) UniCredit and/ or the entities of the UniCredit Group Romania may perform profiling for direct marketing purposes based on the data categories mentioned at point (ii) above for the operations set out at points (i) and (ii) above.*

B. Sunt de acord / Nu sunt de acord ca datele companiei/datele cu caracter personal, in cazul clientilor PFA, interprinderi individuale sau cu profesii liberale să fie prelucrate in scop de marketing direct în următoarele modalități: **(i)** transmiterea de către UniCredit si de catre entitatile Grupului UniCredit Romania a comunicărilor despre produsele și serviciile partenerilor contractuali ai acestora (din afara Grupului UniCredit Romania), fapt care necesită transferul prealabil al datelor companiei /al datelor mele de contact si/sau a celor privind relatia contractuala cu UniCredit (cum ar fi tipul produselor detinute, durata contractuala, s.a.) de către UniCredit către entitatile Grupului UniCredit Romania ; **(ii)** transmiterea directă

B. I agree / I do not agree that the company data/ personal data, in case of freelance clients, sole proprietorship or liberal professions to be processed for direct marketing purposes on the following ways: (i) UniCredit and the entities of the UniCredit Group Romania may send communications about the products and services of their contractual partners (outside the UniCredit Group Romania), which requires prior transfer of the company data/ my contact data and/ or data regarding the contractual relationship with UniCredit (i.e. owned products, the contractual term, etc.) by UniCredit to the entities of the UniCredit Group Romania; (ii) UniCredit

de către partenerii contractuali ai UniCredit a comunicărilor cu privire la produsele și serviciile acestor parteneri, fapt care necesită transferul prealabil al datelor companiei/ al datelor mele de contact si/sau a celor privind relația contractuală cu UniCredit (cum ar fi tipul produselor deținute, durata contractuală, s.a.) de către UniCredit către partenerii săi contractuali, **(iii)** realizarea profilării în scop de marketing direct de către UniCredit și/sau de către entitățile Grupului UniCredit România si/sau de către partenerii contractuali ai UniCredit, pe baza categoriilor de date menționate la pct.(i) și (ii) de mai sus pentru derularea operațiilor indicate la pct. (i) și (ii) de mai sus.

C. Comunicările de marketing direct în baza opțiunilor exprimate la pct. A și B de mai sus îmi vor fi trimise prin următoarele canale:

SMS:

Email:

Apel telefonic (inclusiv prin mijloace automate ce nu necesită intervenția factorului uman):

BusinessNet și BusinessMobile:

Posta fizică:

*** UniCredit- entitatea juridică care colectează opțiunile de marketing direct ale persoanei vizate**

****Grup UniCredit România desemnează entitățile din Grupul UniCredit România, respectiv UniCredit Bank România SA, UniCredit Leasing Corporation IFN SA, UniCredit Insurance Broker IFN SA, UniCredit Leasing Fleet Management SRL și succesorii lor juridici**

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contractual partners may send direct communications about the owned products and services, which requires prior transfer by UniCredit of the company data/ my contact data and/ or data regarding the contractual relationship with UniCredit (i.e. owned products, the contractual term, etc.) by UniCredit to its contractual partners; (iii) UniCredit and/ or the entities of the UniCredit Group Romania and/ or the UniCredit contractual partners may perform profiling based on the data categories mentioned at points (i) and (ii) above for the operations set out at points (i) and (ii) above.

C. The direct marketing communications derived from the options expressed at points A and B above will be sent through the following channels:

SMS:

Email:

Telephone call (including automatic means that do not require human intervention):

BusinessNet and BusinessMobile:

Mail:

**UniCredit- the legal entity that collects the subject's direct marketing options*

*** UniCredit Group Romania means the entities of the UniCredit Group Romania, i.e. UniCredit Bank SA, UniCredit Leasing Corporation IFN SA, UniCredit Insurance Broker IFN SA, UniCredit Leasing Fleet Management SRL and its legal successors*

The Romanian version shall prevail.