

 <p>The logo for the Romanian Association of Banks (ABR) features the letters 'ab' in white on a blue square background, with a red vertical bar between the letters. Below this, the text 'Romanian Association of Banks' is written in a small font. Underneath that, the word 'TRANSFOND' is written in large, bold, green capital letters.</p>	<p><b>RoPay Scheme Rule Set</b></p>	<p>01 Version, 05 Revision from 05.07.2024</p> <p><b><u>Date of entry into force:</u></b> <b><u>09.08.2024</u></b></p>
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# RoPay Scheme Rule Set

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## 1. Introduction

### 1.1 Purpose of the document

This document contains the rules, practices and standards that make it possible for Participants to join the RoPay Scheme and establishes the framework for the management of payment requests and the initiation, through the use of a standardised QR code or a standardised link, of an instant payment made by interbank transfer (according to the SCTInst RON Scheme, managed by RAB) or intrabank transfer (with the obligation of immediate crediting of the recipient's account).

The aim of the document is to set out 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 central infrastructure of the RoPay Service (MPS).

### 1.2 Reference documents

Document	Author
SCTInst RON scheme	RAB
SENT system rules	TRANSFOND
Technical documentation of the central infrastructure of the RoPay Service - MPS Documentation (Technical Document for RoPay Participants, Requirements for Technical Certification and Administration of the Participants, MPS User Manual for Participants)	TRANSFOND

### 1.3 Glossary of terms and abbreviations

Term, Abbreviation	Explanation, Description
RAB	Romanian Association of Banks, the professional association of the banking sector in Romania, which together with TRANSFOND, ensures the administration of the RoPay Scheme.
RoPay Scheme Administration	Developing and updating the RoPay Scheme, as well as monitoring and controlling the participants' compliance with its provisions.
Use cases	Use cases of the RoPay Scheme, differentiated according to the category (or qualities) of the Users and Participants involved in a given RoPay transaction and which determine the applicability of a flow specific to the MPS.
RoPay QR Code	Standard QR Code format (Quick Response Code) established by this Rule Set, used by the RoPay Service in the request for an instant payment.
RoPay Merchant	Entity providing regularly commercial/professional/taxable/administrative income, and registered in RoPay, customer of a PSP, recipient of a payment initiated via the RoPay Service.
IPC Lei	Instant Payments in national currency component of the SENT system, administered by TRANSFOND,

	<p>in accordance with the provisions of the SCTInst RON Scheme of RAB.</p> <p>It processes instant interbank payments made on the basis of a RoPay payment request.</p>
RoPay Interchange Fee	<p><i>Ad-valorem</i> interchange fee that the Receiving Participant owes to the Paying Participant, defined as a percentage of the value of the instant payment initiated via the RoPay Service.</p>
MPS Documentation	<p>Technical documentation of the central infrastructure of the RoPay Service:</p> <ul style="list-style-type: none"> <li>- Technical document for RoPay Participants</li> <li>- Requirements for technical certification and administration of the Participants</li> <li>- MPS user manual for Participants</li> </ul>
RoPay standardised link	<p>A URL (<i>Uniform Resource Locator</i>, link) generated by the MPS.</p>
RoPay message	<p>An instruction received in the MPS, i.e. a response or notification related to a processed instruction, generated in the format described in the technical document for the Participants.</p>
MPS	<p>Mobile Payments System - The central messaging infrastructure of the RoPay Scheme, managed and operated by TRANSFOND.</p>
RoPay Participant	<p>PSP providing account management services or other RoPay Processor, signatory of the contract for accession to the RoPay Scheme, also providing the RoPay Service to its customers.</p>
Receiving Participant	<p>PSP providing account management services for the Receiving User.</p>
Initiating Participant	<p>RoPay Participant sending the RoPay payment request message to the MPS.</p>
Paying Participant	<p>PSP providing account management services, provider of the RoPay Service to the Paying User.</p>
Instant payment	<p>Payment in Lei processed immediately (max. 10 sec) at the TRANSFOND level (for interbank payments), according to the SCTInst RON scheme administered by RAB, or in the Participant's internal system (for intrabank payments), which determines the successful completion of a payment request in the RoPay Service.</p>
RoPay Processor (RP)	<p>Credit institution, payment institution, electronic money institution, which fulfils all the technical requirements and requirements of information security rules established by TRANSFOND.</p>
PSP offering account management services	<p>Payment service provider offering and administering a payment account for the Paying User or Receiving User.</p>
RoPay refund	<p>Full or partial refund of the amount of a successfully settled RoPay transaction in the form of a payment order, completed in accordance with the MPS documentation,</p>

	successfully processed in the IPC SENT (interbank) or instantly through the bank's internal systems (intrabank).
SENT system	TRANSFOND Electronic Net Settlement System, the automatic clearing house for retail interbank payments; it includes in its composition, among other components, IPC Lei.
RoPay payment request	Request sent to the paying Participant by the Receiving Participant or another RP, via the RoPay Service, to make an instant payment.
RoPay Scheme	The set of practices and standards issued by RAB and TRANSFOND to which Participants have adhered for being provision of the RoPay Service.
AliasPay Service	Service provided by TRANSFOND which enables the exchange of data necessary to initiate proxy-based payments (mobile phone numbers) between participating entities.
RoPay Service	Service for the initiation of instant payment requests by the Receiving User, provided to users by RoPay Scheme Participants in accordance with the RoPay Scheme Rule Set.
TRANSFOND	Company for Funds Transfer and Settlement - TRANSFOND S.A., a financial market infrastructure authorised and monitored by the National Bank of Romania (BNR), which owns, manages and operates IPC Lei and MPS and ensures, together with RAB, the administration of the RoPay Scheme.
RoPay transaction	Instant payment in lei initiated following a payment request and generated via the RoPay Service
MPS user	Physical person, designated by a PSP Participant, who accesses the MPS' graphical user interface, in accordance with this Rule Set and MPS Documentation
RoPay user	Customer of a RoPay Participant. It can be the Receiving User or the Paying User.
Receiving User	Part of an instant payment transaction generated on the basis of a payment request sent via the RoPay Service, which receives the funds related to that payment transaction.
Paying User	Part of an instant payment transaction generated on the basis of a payment request sent via the RoPay Service, which pays the funds related to that payment transaction.

## 1.4 Context

The Rule Set regarding the RoPay Scheme has been developed by the RAB and TRANSFOND, in consultation with the Payment Schemes Working Group and the RAB Payments Vision Development Working Group, on the basis of the RAB document entitled *"The banking community's vision for the development of the National payment schemes and systems"*

*in the medium to long term" and the TRANSFOND Development Strategy 2022-2024.*

The RoPay Rule Set ensures, for all the use cases described, the standardisation of the payment application process within the ecosystem created at the national level: TRANSFOND - Participants - Users.

This Rule Set contains the requirements for connecting Participants to the RoPay central infrastructure (MPS).

The RoPay scheme is jointly administered by RAB and TRANSFOND.

TRANSFOND and RAB shall inform each other of the scheme administration activities incumbent upon each party.

## 1.5 Role of the RoPay Scheme Co-administrators

### **RAB role:**

- a. Ensures, as part of the enrolment process, the signing of the RoPay participation contracts, together with the co-administrator of the RoPay Scheme and the publication on the RAB website in the Registers of Participants of the data on the enrolment of participants in the RoPay Scheme.
- b. Ensures compliance with the RoPay Scheme Rule Set by monitoring the activities within the RoPay Scheme, the preventing and handling of instances of non-compliance and irregularities at the level of Scheme Participants through the Management Control and Audit of Schemes (CMAS), finalised by drafting of reports on audit and control missions, including by applying the following sanctioning regime:
  - i. an individual warning consisting of a formal address to the Service Participant who has not complied with the provisions of the Rule Set, has not resolved the instances of non-compliance found by the audit teams or has not fulfilled the recommendations of the control teams on the observed irregularities.
  - ii. written notification representing a formal reprimand for the Service Participant in the case of unresolved instances of non-compliance or irregularities materialised in deviations from the Rule Set within the deadline set in the individual warning.
  - iii. public warning to a Participant in the event of repeated breaches of the Rules, which is sent to all Participants of the Service.
  - iv. formal notification to the National Bank of Romania of repeated deviations by the Participant from the Rule Set, which affect its proper functioning and the reputation of the scheme's governance authority.
- c. Ensures the investigation of a Participant's deviations or potential deviations from the RoPay Scheme Rule Set upon request for investigation made by another RoPay Participant or TRANSFOND.
- d. Manages the process of developing and updating the RoPay Scheme, in co-operation with TRANSFOND, based on the agreement of RoPay Participants.

- e. 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 the Participants.
- f. Ensures the annual reporting process to the BNR and internally to the MC of the RAB in relation to the reports on audit and control missions.

**TRANSFOND role:**

- a. Administers and operates the MPS in accordance with the provisions of this Rule Set and the documentation related to this infrastructure.
- b. Analyses the membership documentation submitted by each participant, in accordance with paragraph 2.3 of this Rule Set.
- c. Owns and administers the brand name "RoPay" and sets out the obligations of RoPay Participants in relation to its use as set out in Annex no. 11 to this Rule Set.
- d. Establishes the security policy (as per point 2.12.1 of this document) and the technical standards to be used in RoPay.
- e. Participates in the process of developing and updating the RoPay Scheme, in co-operation with the RAB on the basis of the RoPay Participants' agreement, according to the tasks assigned to it.
- f. Collaborates with RAB and RoPay Participants on joint campaigns to promote the RoPay Service.
- g. Sets the type and amount of fees related to participation in the MPS.
- h. Calculates the interchange fees set at the level of this Scheme for RoPay Participants and records them in SENT - IPC Lei for settlement.
- i. Ensures compliance with the RoPay Rule Set, prevention and handling of instances of non-compliance and irregularities at Participant level in relation with their participation in the MPS.
- j. Notifies the RAB of any non-compliance with the provisions of this Rule Set by Participants in relation with their participation in the MPS.
- k. Ensures the administration of disputes and the process of conciliation between RoPay Participants in accordance with the provisions set out in paragraph 6.
- l. Ensures that Users' information in the database is used only for the purposes set out in this Rule Set.
- m. Ensures compliance with the security policy and the technical and organisational security measures established in accordance with the provisions of this Rule Set and the MPS Documentation and compliance with the GDPR principles in database management.

**The role of co-administrators:**

RoPay co-administrators:

- manage the process of enrolment of participants in the RoPay Scheme;
- determine the amount of the interchange fee, solely on the basis of the value resulting from the analytical study "Analysis of the interchange fee for the RoPay Service", carried out by a consultancy firm.



## 1.6 The binding nature of the Rule Set

Becoming a RoPay Participant implies signing the RoPay Membership Agreement (Annex no. 1). By signing the RoPay Scheme Contract, Participants undertake to comply with the RoPay Scheme Rule Set and the MPS Documentation, as amended or updated by TRANSFOND whenever is necessary.

The RoPay Rule Set covers aspects of the relationships between Scheme Participants, the relationships between Scheme Participants and the co-administrators of the Scheme, as well as the relationships between the co-administrators (RAB and TRANSFOND) and sets out the terms and conditions for participation in RoPay, the liabilities, rights and obligations of both the Participants and TRANSFOND as the provider of the MPS infrastructure, the procedures to be followed in the event of unforeseen events and other conditions relating to the operation of RoPay.

## 2 Participation in the RoPay scheme

### 2.1 Types of participants

The following types of participants are accepted in the RoPay scheme:

- a. **PSPs offering account management services<sup>1</sup>**; provide: **(1)** access to the RoPay Service facilities for its own Users, in safe and efficient conditions, and **(2)** debiting and crediting the accounts of the Paying Users/recipients in instant mode, respectively, in accordance with the provisions of this Rule Set, of the MPS documentation and of the SCTInst RON Scheme;
- b. **RoPay Processors**, which provide RoPay Merchants with safe and efficient access to RoPay Service facilities in accordance with the provisions of this Rule Set and the MPS documentation.

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

### 2.2 Eligibility by type of participation

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

#### a. PSP participants

Are participants in the SENT system - IPC Lei.

#### b. RoPay Processor Participants

Are part of the category credit institutions, payment institutions or electronic money institutions, Romanian legal persons or foreign legal entities from the European

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<sup>1</sup> ASPSP- Account Servicing Payment Service Providers

Economic Area authorised as a credit institution, payment institution or electronic money institution in a Member State of the European Union, which have been notified to the BNR by the competent authority of the home Member State.

## 2.3 RoPay access criteria

To become a RoPay **Participant**, the applicant institution must:

- a) be eligible, as defined under point 2.2 of this Rule Set;
- b) submit to TRANSFOND the following documents<sup>2</sup>:
  - b1. presentation of the eligible institution, its economic and financial situation (equity, current assets, current liabilities, revenue, 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 certificate of registration of the company in the Commercial Register;
  - b3. copy of the operating authorisation granted by the relevant authority;
  - b4. the self-assessment form in the document "*Requirements for technical certification and participant management*";
  - b5. an estimate of the volume of payment requests and applications for payment details that will be processed in the next three years after its operationalisation in RoPay;
  - b6. any additional information or documentation in the event that the information or documentation submitted is not sufficient or relevant for the assessment or if the documentation is incomplete;
- c) have a unique identification code allocated by SWIFT (BIC code);
- d) obtain from TRANSFOND the technical certification, attesting the fulfilment of the technical conditions for the connection to RoPay, set out in the document "*Requirements for technical certification and participant administration*";
- e) conclude a RoPay Participation Agreement with RAB and TRANSFOND, in accordance with Annex no. 1 and a Personal Data Processing Agreement in accordance with Annex no. 2 to this Rule Set.

PSP Participants as defined in section 2.2, point a. of this Rule Set, do not need to submit the documents in b1, b2 and b3 above.

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

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<sup>2</sup> Note: The official documents issued by/registered with the authorities of other states shall be submitted in a certified copy, bearing the apostille provided for in the Convention of 5 October 1961 Abolishing the Requirement of Legalisation for Foreign Public Documents adopted at The Hague and shall be accompanied by a certified translation into Romanian of an authorised Romanian translator.

## 2.4 Registering and changing a Participant's data

The registration and modification of a Participant's data in the MPS 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 Suspending a RoPay Participant

TRANSFOND will suspend in MPS a RoPay Participant in the following cases:

- a) at the Participant's request;
- b) suspension of the Participant from the SENT system - IPC Lei;
- c) the competent supervisory authority requests such suspension;
- d) an unforeseen event occurs which affects, or is likely to affect, the Participant's ability to participate, under normal conditions, in the transmission and/or reception of payment requests. In this situation, suspension shall only occur for the duration of the event in question and any subsequent period necessary to restore the Participant's ability to participate in RoPay;
- e) the Participant fails to fulfil its obligations under this Rule Set and does not remedy the situation in question within the deadline set and communicated by TRANSFOND.

TRANSFOND may decide on any deadline for remediation or grace period prior to the application of the suspension, taking into account the specific situation of the Participant and shall immediately notify the Participant in writing of such period.

A suspended Participant shall not be relieved from the fulfilment of its obligations under this Rule Set arising out of its participation in RoPay up to the time of suspension. From the moment the suspension takes effect, in accordance with the TRANSFOND decision, until the participant is reactivated, any RoPay message sent by or to that participant will no longer be accepted by the MPS.

TRANSFOND may reactivate a suspended Participant in the MPS, but only after the causes of suspension have ceased.

### 2.5.2 Termination of a Participant's participation in RoPay

A Participant's RoPay membership ceases in the following situations:

- a) at the Participant's request, in a personal capacity;
- b) the withdrawal of the authorisation of that participant by the competent supervisory authority;
- c) when the participant no longer fulfils the eligibility criteria set out in ch. 2.2 of this Rule Set;
- d) following a decision by the RoPay Scheme Administrators to terminate participation in RoPay as provided for in this Rule Set.

The administrators of the RoPay Scheme shall withdraw the membership of a Participant by written notice to the Participant concerned, with immediate effect, unless otherwise provided, whether

the following conditions are fulfilled, without further formalities or the involvement of a court, provided that the following conditions are met:

- a) the suspension of participation has taken place and its reasons have not been remedied within the deadline set by TRANSFOND;
- b) the administrators of the RoPay Scheme have consulted the competent supervisory authority on the exclusion of the Participant from the RoPay Scheme, in the case that the participant is subject to prudential supervision;
- c) the RoPay Scheme administrators have given the Participant concerned the opportunity to explain its situation.

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

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

A RoPay Participant that loses its membership is not entitled to a full or partial refund of the fees already paid.

TRANSFOND shall calculate and invoice the amount of all fees owed by the Participant up to the date of termination of participation in RoPay and shall collect them in accordance with the provisions of this Rule Set.

## 2.6 MPS users

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

The MPS users belonging to the PSP Participant and their access rights to the MPS functionalities are managed by TRANSFOND on the basis of the PSP RoPay Participant's requests to RoPay, submitted by their security administrators.

Each Participant must designate at least two security administrators responsible for the Participant's relationship with the MPS.

Details on the registration, modification and deletion of data concerning the Participant's security administrators and MPS users can be found in the document *"Requirements for technical certification and administration of Participants"*.

Considering that the authentication and security methods related to the MPS are respected, TRANSFOND has no further obligation to verify the identity or rights of the MPS user, that being the obligation of the Participant.

## 2.7 Operating programme

RoPay operates daily, 24/7/365.

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

Any reference to time in this Rule Set, reports and any other records relating to MPS activity shall refer to the date and time in the MPS.

## **2.8 Notifications and reports associated with the MPS**

The notifications and reports generated by the MPS are presented in the "Technical document for MPS Participants" and detailed in the "MPS user manual for Participants".

At the Participant's request, TRANSFOND shall provide special reports, other than the standard reports, on the Participant's own activity in the MPS.

The MPS provides PSP Participants with facilities to monitor their own data and activities, in accordance with the "MPS User Handbook for Participants".

Any discrepancies between the Participant's records and those at MPS level reported by the participant are analysed by TRANSFOND, which shall reply then to the applicant as soon as possible, but no later than 5 working days after receiving the communication. The potential discrepancies will not be solved, under any circumstances, by amending or cancelling data already recorded in the MPS.

## **2.9 Operational continuity**

### **2.9.1 Continuity at MPS level**

In the event of an unforeseen event at the MPS level, TRANSFOND will assess the event and inform the Participants in the event of any MPS malfunctions that may delay the processing of RoPay messages for a period longer than 15 minutes.

Only TRANSFOND can assess, determine and notify Participants if such an event occurs in the MPS.

### **2.9.2 Continuity at Participant level**

Each Participant must implement and communicate to TRANSFOND the operational continuity solutions it will implement.

## **2.10 MPS Commissioning**

### **2.10.1 General aspects**

For the services provided in the MPS, TRANSFOND calculates and charges to the Participants, on a monthly basis, the fees set out in Annex no. 3 to this Rule Set.

If the Participant joins the MPS or terminates the participation during the month, the subscription will be calculated in proportion to the actual period of participation.

TRANSFOND may grant Participants discounts and incentives, as well as apply fees, in accordance with this Rule Set.

### **2.10.2 Calculating and billing for RoPay Services**

The billing period for fees in MPS is the calendar month.

On the first working day of the month following the billing period, TRANSFOND calculates and gives each Participant notice about the amount of the fees due for the billing period, in the national currency - leu.

Within the first two working days of the month following the billing period, Participants may submit to TRANSFOND any appeals regarding the amount of the fees calculated and notified.

If TRANSFOND does not receive, within the aforementioned period, an appeal in this respect, on the third working day of the month following the invoicing period, it will proceed to issue invoices in the name of the Participants.

Payment of the fees due to TRANSFOND by the Participants shall be made no later than ten working days from the date of the invoice.

In the event of overdue payment, TRANSFOND may calculate and charge penalties on behalf of the Participants in the amount of 0.06% of the invoice price for each day of delay.

### **2.10.3 Calculation and settlement of RoPay interchange fees**

For instant interbank payments with "COMPLETE" status, initiated through RoPay, TRANSFOND calculates daily, for each PSP Participant, the amount of the interchange fees specified by the RoPay Scheme, due to each of the other Participants.

On a monthly basis, TRANSFOND carries out the multilateral clearing of the calculated interchange fees and ensures their recording in the IPC Lei SENT for settlement, in accordance with Annex no. 8 to this Rule Set.

## **2.11 Administrative requirements and financial rules**

### **2.11.1 Registration of operations (audit trails)**

TRANSFOND ensures that the detailed information necessary to track all actions undertaken in the system are recorded in the MPS (*audit trails*), and may provide each Participant with information on its own actions.

The records for keeping track of transactions and how they can be accessed are set out in the "MPS User Manual for Participants".

### **2.11.2 Reporting requirements**

Upon request by TRANSFOND, Participants are obliged to provide any additional information concerning their participation in the MPS, with TRANSFOND ensuring that such information will be kept confidential.

TRANSFOND may require Participants to submit reports assessing their compliance with the functional, technical and organisational characteristics, including security provisions stipulated for the MPS in this Rule Set and in the MPS documentation, and also the working documents on which the assessment is based.

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

### **2.11.3 Annual self-assessment**

In order to conduct the TRANSFOND assessment and control of the risks to which the MPS is exposed by its Participants, each MPS Participant shall submit at the time of application for entry into the MPS and annually thereafter to TRANSFOND by 1 March of the current year, the 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 Publication of the data

TRANSFOND and RAB may publish, in their own newsletters and other publications, statistical data on the number and value of payment claims processed through the MPS.

#### 2.11.5 Document archiving and preservation

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

To this end, all messages sent/received by the Participant, including the reports generated by the MPS, are archived under the appropriate conditions and for the appropriate duration, in accordance with the Romanian legislation in force.

Details of all current messages and those of the last 3 months are accessible to the PSP participant via the MPS, in real time.

### 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.

Information handled by MPS is confidential and TRANSFOND treats it as such.

#### 2.12.1 Ensuring data security by the Participants

Participants will implement and maintain appropriate security measures as required in the documents: "*Requirements for the technical certification and administration of Participants*", "TRANSFOND General Information Security Policy" (Annex no. 13 to this Rule Set), as well as good practice in the field, in order to prevent unauthorised access to the MPS, respectively unauthorised use of the MPS.

Participants will comply with the confidentiality requirements provided by the Romanian legislation in force and by this Rule Set, including by ensuring the protection of personal data.

Participants are responsible for ensuring the appropriate protection of information and data/messages, including and without limiting to their confidentiality, integrity, availability, authenticity and non-repudiation:

- a) within their internal systems;
- b) on the internal systems circuit - MPS, respectively after receiving them from MPS.

The MPS documentation received from TRANSFOND is confidential. Participants shall ensure the recording, handling, use and confidentiality of the MPS Documentation received from TRANSFOND in accordance with the relevant legal provisions. This 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 authorise the transfer made by TRANSFOND towards its agents/trustees and to third parties that have been selected by any of the above entities, wherever located, containing exclusively information necessary to ensure the supply of the **RoPay Services** to Participants,



under the conditions laid down 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 framework of RoPay operations, TRANSFOND is the Operator associated with each of the participants, for which reason it will conclude a Personal Data Processing Agreement with them (as per Annex no. 2).

## **2.13 Obligations and liabilities of RoPay Participants**

### **2.13.1 General principles**

RoPay Participants are obliged to:

- a) comply with the instructions of TRANSFOND, RAB and others acting on their behalf in relation to participation in RoPay;
- b) not to impair the overall functioning and efficiency of RoPay, by taking all reasonable care to ensure that its systems operate at optimal parameters, by ensuring that its systems are operated correctly and that the MPS is used by the persons specifically designated;
- c) notify RAB and TRANSFOND in a timely manner of any changes to the elements related to participation in RoPay;
- d) provide to RAB and TRANSFOND, upon request, copies of any approvals, authorisations, agreements or instructions related to participation in RoPay, as well as any assessments or other documents required by this Rule Set and the MPS Documentation.

RoPay Participants are individually responsible for:

- a) fulfilling their obligations under the provisions of this Rule Set and the MPS Documentation;
- b) the accuracy of the data they submit on their own behalf or on behalf of their clients;
- c) compliance of the data submitted to the MPS with the technical standards laid down in the MPS Documentation;
- d) securing access to their own workstations and communications equipment connected to the MPS;
- e) compliance with the TRANSFOND General Information Security Policy (Annex no. 12 to this Rule Set);
- f) ensuring the receipt of all data and securing e-mail messages transmitted by the MPS.

The RoPay Participant shall be liable for any damages resulting from failure to comply with this Rule Set, the MPS Documentation or the improper or fraudulent use of the MPS.

### **2.13.2 Participants' obligations in case of unforeseen events**

In the event of unforeseen events or other disruptions, the Participant involved must immediately inform TRANSFOND and take all measures for:

- a) identifying the nature and extent of the incident/event and its immediate communication to TRANSFOND;



- b) incident resolution, if the Participant is able and has the capability to do so, or, if this is not possible, implementation of the procedures for contingency, operational continuity or, where appropriate, for disaster recovery;
- c) informing TRANSFOND about the solution to the problem and returning to normal use in relation to the MPS;
- d) carrying out all operations requested by TRANSFOND to assist it in solving problems affecting RoPay.

### **2.13.3 Obligations and liabilities of RoPay PSP Participants**

**The RoPay PSP Participant** must ensure the following:

- a) Implementation, in the Mobile Banking application, of payment initiation facilities for all cases where the bank's customer is requested to make a payment via RoPay;
- b) Implementation of the QR Code Standard for the RoPay Scheme, set out in Annex no. 5 to this Rule Set;
- c) Participation in the AliasPay Service, if using the P2P Remote option as set out in Annex no. 4 to this Rule Set;
- d) Implementation at the level of their own applications of the maximum processing times set out in Annex no. 6 to this Rule Set;
- e) Drafting the Terms and Conditions governing the supply of the RoPay Service to its own Users, in accordance with the provisions of this Rule Set;
- f) Providing the necessary information in relation to the functioning of the RoPay Service to Users and ensuring of a legal basis for data processing, in accordance with the legislation in force on the protection of personal data;
- g) Implementation of the operational and security risk management measures required by participation in the RoPay Scheme;
- h) Ensuring compliance with internal rules and procedures with RoPay rules and contractual arrangements with applicable laws, regulations and general supervisory requirements;
- i) Ensuring the implementation of the common rules on the RoPay Service commissioning, set out in Annex no. 7 to this Rule Set;
- j) Fulfilling the obligations resulting from the centralised calculation and settlement of the RoPay interchange fee, in accordance with the procedure described in Annex no. 8 to this Rule Set.

### **2.13.4 Obligations and liabilities of the Paying Participant**

In addition to the obligations of the RoPay PSP Participant referred to in point 2.13.3, the Paying Participants:

- a) Implement a RoPay QR code reading functionality in the Mobile Banking application provided for the self-paying users;
- b) Train their own customers on how to scan QR codes for initiating payment via RoPay exclusively by using the RoPay QR code scanning functionality in the bank's app;

- c) Ensure the initiation of the payment requested through the RoPay Service, providing a RoPay user experience as close as possible to the recommendations set out in Annex no. 9;
- d) Initiate the requested payment via the RoPay Service at least 20 seconds before the cut-off time specified in the response message received from the MPS to the payment details request;
- e) Provide for their own customers in the mobile payment app an acceptance/rejection facility to a RoPay payment request;
- f) Make available to the Paying User, information on the identity of the recipient, both at the time of payment authorisation and in the details provided subsequently;
- g) Initiate and execute the payment transaction instantly (interbank, via SENT - IPC Lei or intrabank), if the Paying User accepts the RoPay payment request;
- h) Ensure the promotion of the RoPay Service to its own Users, respecting the brand identity elements, by displaying the RoPay logo in the mobile/internet banking application, according to the RoPay Brand Identity Manual (Annex no. 11 to this Rule Set).

### 2.13.5 Obligations and liabilities of the Receiving Participant

In addition to the Obligations of the RoPay PSP Participant referred to in point 2.13.3, the Receiving Participants:

- a) Instantly credit (max 10 sec.) a Receiving User's account following the successful completion of a payment request in the RoPay Service;
- b) Ensure the Merchant's enrolment in the RoPay Service and the updating of their information, according to the MPS documentation, after obtaining their agreement;
- c) Ensure, when enrolling a Merchant in the RoPay Service, that the Merchant is not already enrolled by another Receiving Participant;
- d) Promote the RoPay Service to their own Users, respecting the brand identity elements in accordance with Annex no. 11 to this Rule Set, by:
  - i. Using the RoPay logo in all generated QR codes;
  - ii. Displaying the RoPay logo in e-commerce and m-commerce applications from merchants (e.g. the page on the e/m-commerce website) to which they provide the RoPay Service;
  - iii. Displaying the RoPay logo at physical payment locations (merchants, means of transport, etc.) that allow payment via RoPay.
- e) Protect the RoPay Service and the RoPay brand from threats stemming from illegal activities carried out by Merchants which they have enrolled in the RoPay Service.

For situations where the Receiving Participant also fulfils the role of Initiating Participant, which:

- f) Makes available to the Receiving Users functionalities that ensure the generation and display of the RoPay QR code, taking into account the RoPay user experience recommendations specified in Annex no. 9;
- g) Restricts the transmission (in the form of links) of payment requests generated through the RoPay Service to the Paying User via third-party messaging applications;
- h) Notifies the Receiving User of the final status of the payment request/payment.

### 2.13.6 Obligations of RoPay Processor Participants

**The RoPay Processor Participants** in the RoPay Scheme must ensure the following:

- a) Provision of electronic payment request initiation services for e-commerce, m-commerce and/or physical shop merchants at payment terminals compliant with the MPS documentation provided by TRANSFOND;
- b) Implementation of the QR Code Standard for the RoPay Scheme, set out in Annex no. 5 to this Rule Set;
- c) Implementation, at the level of their own applications, of the maximum applicable processing times set out in Annex no. 6 to this Rule Set;
- d) Notification to the Receiving User of the status of the transaction related to the payment request initiated by the aforementioned User;
- e) Implementation of the operational and security risk management measures required by participation in the RoPay Service, pursuant to the MPS documentation and their own policies;
- f) Promotion of the RoPay Service to Users, in compliance with the brand identity elements, in accordance with Annex no. 11 to this Rule Set, by:
  - i. Using the RoPay logo in all generated QR codes;
  - ii. Displaying the RoPay logo on the Merchant's and/or Processor's e-commerce and m-commerce application and/or page.

#### **2.13.7 Obligations and liability of TRANSFOND as MPS provider**

- a) Administering and operating the MPS in accordance with the provisions contained in this Rule Set, the SCTInst RON Scheme Rule Set and the MPS documentation;
- b) Implementation of the processing workflows related to the RoPay Scheme use cases set out in Annex no. 4 to this Rule Set;
- c) MPS enrolment of the RoPay Participants;
- d) Implementation and observance at MPS level, for each processing segment for which it is responsible, of the maximum times set out in Annex no. 6 to this Rule Set;
- e) Managing the necessary changes to the MPS infrastructure in line with approved change requests at RoPay Scheme level, technological upgrades or functionality enhancements initiated at the request of RoPay Participants, etc.;
- f) Managing the day-to-day operation of the MPS and ensuring the security of MPS data and document archiving, the functioning of MPS IT applications and infrastructure, including managing the implementation of backup solutions for operational continuity and disaster recovery;
- g) Informing the co-administrator of the RoPay Scheme of unforeseen events at both the Participant and the MPS level;
- h) Communication to the co-administrator of the RoPay Scheme of the monthly availability of the RoPay Service, within the first 15 working days of the month following the observation period;
- i) Ensuring the implementation of the common rules on the RoPay Scheme Participants' commission, set out in Annex no. 7 to this Rule Set;
- j) Ensuring the calculation and transmission for settlement of RoPay interchange fees, in accordance with the procedure described in Annex no. 8 to this Rule Set.
- k) TRANSFOND will only act on the instructions given by the persons authorised to represent a Participant, i.e. the contact persons and security administrators, as stipulated in this Rule Set;
- l) TRANSFOND is responsible for:
  - validation of RoPay messages received from Participants, in accordance with the provisions of the MPS Documentation;

- ensuring the security (integrity, availability and confidentiality) of RoPay messages received from Participants or generated by the MPS in connection with the participant's activity in RoPay, from the moment they are received until they are forwarded to the Receiving Participant;
- the calculation and transmission for settlement of RoPay interchange fees in accordance with the provisions of this Rule Set;
- archiving of messages and documents sent to/received from Participants or generated by the MPS, under the appropriate conditions and for the appropriate duration, in accordance with the legal regulations in force;
- ensuring a monthly availability level in normal working regime (without events requiring the activation of the TRANSFOND Business Continuity Plan) of 99% between 8:00-18:00, 90% between 18:00-21:00 and 80% between 21:00-08:00;
- ensuring at MPS level a maximum response time of 0.5 seconds from receiving the message from the Participant to the transmission of the reply message to the Participant, on each of the flow segments in which the Participant is involved;
- ensuring the resumption of the MPS activity, within a maximum of 2 hours after the interruption, in case of any events requiring the activation of the TRANSFOND Business Continuity Plan. The period of interruption in these situations will be deducted when calculating availability in that month.

m) TRANSFOND shall be liable for:

- the correct operation of the MPS in accordance with this Rule Set;
- securing the MPS through appropriate devices and procedures, in terms of access to the MPS, data integrity, availability and confidentiality;
- ensuring adequate capacity to fulfil the MPS performance requirements;
- resolving without delay and in close co-operation with the suppliers of equipment, applications and/or services any error or malfunction of the MPS;

n) Under no circumstances is TRANSFOND liable for:

- the possible damage/losses incurred by a RoPay Participant as a result of failure to reconcile payment request flows;
- delay or failure to perform any 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 shall not be under any obligation to verify the accuracy of any such data;
- damages resulting from messages containing errors that cannot be detected by the MPS through the checks described in the "*Technical Document for RoPay Participants*";
- the accuracy of the information entered by Participants in the MPS;

o) TRANSFOND has no obligation to detect and is not responsible for the detection of errors or duplicate RoPay messages transmitted by a Participant, except for checks carried out in accordance with the "*Technical Document for RoPay Participants*";

p) TRANSFOND shall not be liable for any malfunction of the MPS resulting from the incorrect use of the MPS by Participants or due to errors in their computer applications or failure of their communication systems;

- q) TRANSFOND shall use all due reasonable and economically acceptable diligence to protect its IT system and to prevent its malfunction or fraudulent use and the destruction or deletion of data and shall endeavour to provide a solution to the problem as soon as possible after each malfunction or important unforeseen event by applying 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 software it uses or makes available to Participants for the processing of their instructions, nor for the destruction or deletion of data stored on the computer equipment or the potential fraudulent use of such equipment by third parties or the occurrence of an emergency.
- r) TRANSFOND may delegate to third parties part of its operational and/or technical activities, such as the provision of data communication services. Such delegation shall not affect the liability of TRANSFOND to the Participants in respect of those activities.

## 2.14 Fortuitous case and force majeure

The Participants and TRANSFOND, in its capacity as provider of the MPS infrastructure, shall not be liable in the event that an instance of non-compliance with this Rule Set is due to the occurrence of a fortuitous event or force majeure, as defined by law. In the application of this Rule Set, events such as: natural disasters, wars, conflicts (strikes), total cessation of MPS operation caused by communication breakdown or equipment failure at all TRANSFOND operational sites are considered force majeure.

In the event that a force majeure situation or an unforeseeable circumstance prevents the fulfilment of the contractual obligations by one or more direct Participants or by TRANSFOND, the specific measures communicated to the Participants by TRANSFOND shall apply at the time as appropriate.

## 3 RoPay Scheme implementation details

### 3.1 RoPay use cases

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 in “e” use cases - online payment (e-commerce and m-commerce) and “m” for payments at a physical terminal is 100,000.00 lei. For the other use cases, the maximum amount limit is that specified in the SCTInst RON Scheme.

Details of the respective use cases of the RoPay Scheme are set out in Annex no. 4 to this Rule Set.

At the date of entry into force of the RoPay Scheme, it covers exclusively the flows related to use cases 2.1, 3.1, 3.2, 3.3, 4.1, 4.2 and 5.1, as set out in Annex no. 4 to this Rule Set.

### **3.2 RoPay QR code standard**

The QR code standard for the RoPay Scheme is set out in Annex no. 5 to this Rule Set.

### **3.3 Data sets used**

The data sets used in the RoPay Scheme are set out in the MPS Documentation made available to Participants by TRANSFOND.

## **4 Amendments to the MPS Documentation and further guidance**

Amendments to the MPS Documentation having an impact on the Participants shall be notified to the Participants by TRANSFOND at least 15 calendar days before their effective date.

TRANSFOND has the right to provide Participants with further instructions on the use and operation of the MPS. Such additional instructions shall be deemed to form an integral part of this Rule Set.

These instructions shall be sent to each individual Participant by TRANSFOND at least 15 calendar days before they come 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 a support service for Participants in the operation of the MPS.

All information, requests for assistance and reports on problems encountered in the use of the MPS will be submitted by participants through this service in Romanian.

Any notice required under this Rule Set to be given by RoPay Participants to RoPay Participants shall be sent by RoPay Participants by post, secure electronic mail, fax with confirmation of receipt or courier to the addresses and numbers communicated in writing by TRANSFOND or RAB and shall be effective only upon confirmation of receipt by TRANSFOND/RAB.

Notifications will be sent to:

COMPANY FOR FUNDS TRANSFER AND SETTLEMENT - TRANSFOND S.A.

Bdul Ficusului no. 1, sector 1, Bucharest, Postal Code: 013971

Fax: (+4) 021 233 4187

E-mail: [helpdesk@transfond.ro](mailto:helpdesk@transfond.ro)

Secure e-mail: [heldes@sep.transfond.ro](mailto:heldes@sep.transfond.ro)

or to any other address, fax number or secure e-mail address notified in writing to the participants by TRANSFOND.

or to:

ROMANIAN ASSOCIATION OF BANKS

4-6 Negru Voda Alley, Bl. C3 Sector 3 Bucharest postal code 030775

Fax: (+4) 021 321 20 95

E-mail: [separon@arb.ro](mailto:separon@arb.ro)

Any changes to the contact details of this service will be operationally notified to RoPay Participants.

## **6 Managing disputes in the operation of the RoPay scheme**

Disputes arising out of the operation/manner of use of the RoPay Scheme shall be resolved, where applicable, in accordance with the provisions of this RoPay Scheme Rule Set and the applicable regulatory provisions.

A list of potential disputes that may arise in the operation of the RoPay Scheme and how to deal with them is set out in Annex no. 10 to this Rule Set and are dealt with via exception messages to the SCTInst RON Scheme of RAB.

Disputes arising in the operation of the RoPay Service are resolved as follows: **(1)** unilaterally by the RoPay Participant where the RoPay Users involved in the dispute are its customers, or **(2)** bilaterally by two (2) RoPay Participants where the RoPay Users involved in the dispute are their customers.

In the event that the RoPay Users involved in a dispute arising from the operation/use of the RoPay Scheme have not been able to reach a consensus, the RoPay Participant(s) involved have the possibility to request the opinion of TRANSFOND. TRANSFOND, after analysing the technical elements invoked, may express an opinion addressed to the Participants involved. Requesting an opinion from TRANSFOND is neither binding nor dilatory in relation to any legal means of dispute resolution. The opinion expressed by TRANSFOND is not legally binding.

## **7 RoPay commissioning service rules**

The common rules on the charging of Participants for the services they offer under the RoPay Scheme are set out in Annex no. 7 to this Rule Set.

## **8 Applicable law**

This Rule Set is governed by Romanian law.



## 9 Final and transitory provisions

Annexes no. 1 to 12 form an integral part of this RoPay Scheme Rule Set.

In order to ensure faster adoption in the community and to attract as many Participants as possible in the early months of operation, Article 2.13.3(a) of this Rule Set shall not apply for a maximum period of 6 months after the PSP has signed the RoPay participation contract. After the expiry of 6 months following the signing of the RoPay participation contract by the PSP, the Scheme Administrators will decide to suspend the Participant's access to the RoPay Service if the Participant does not comply with the application of Article 2.13.3 a). The PSP may be reactivated once all requirements of this Rule Set have been met.

Derogation from the provisions of Article 2.13.3(a) of this Rule Set may be invoked by any PSP within a maximum of 12 months from the date of entry into force of the RoPay Scheme Rule Set.

During the first 6 months of the RoPay Service (from go-live with a minimum of two participants), no interchange fees will be charged.

The set of RoPay Rules is revisable annually or whenever necessary at the initiative of the administrators and RoPay Participants. The RoPay Scheme Rule Set enters into force on 09.08.2024.

Amendments to this Rule Set shall come into force at least 15 days after notification to the Scheme Participants by the Administrators.

Amendments to this Rule Set shall be deemed to be accepted by the Participants unless they renounce their RoPay membership by giving written notice to the RoPay Scheme administrators before such amendments come into effect.

## 10 Annexes

Annex no. 1 – RoPay Participation Contract

Annex no. 2 – RoPay Data Processing Agreement

Annex no. 3 - MPS Fees

Annex no. 4 - RoPay Use Cases

Annex no. 5 - QR-Code Standard for the RoPay Scheme

Annex no. 6 - RoPay Scheme Processing Times

Annex no. 7 - Rules on the RoPay Commissioning Service

Annex no. 8 – Procedure for calculation and settlement of the RoPay interchange fee

Annex no. 9 - Rules on the RoPay final user experience

Annex no. 10 - List of RoPay Commercial Disputes

Annex no. 11 - RoPay Brand Identity Manual

Annex no. 12 - TRANSFOND General Information Security Policy