

To,

Alternative Banking Dispute Resolution Centre

I, the undersigned (last name, first name),
residing in , street
..... , no. , building
..... entrance floor apt. Sector ,
identified with the Identity Card series no., issued by on
..... Personal Identification Number , email address
..... , fax no. , phone no., as Consumer:

- in person
- through the agency of the Association having the following identification data....., which shall assist/represent me¹
- by lawyer according to the power of attorney no. /.....
- through the agency of a third person according to the notarial power of attorney no. /.....

hereby lodge this

APPLICATION FOR ALTERNATIVE DISPUTE SETTLEMENT

BY MEANS OF THE ASD PROCEDURE CONCLUDED WITH PROPOSAL OF A SOLUTION²,

Against the trader (name, registered office, other known identification data):

.....
.....

I hereby mention that:

1. I tried to have an amicable settlement with the Trader:

- YES³
- NO

¹ Please enclose the power of attorney herewith, if appropriate.

² This application shall be filled in by the consumer, shall be signed and sent to the Alternative Dispute Resolution Centre, by email or by mail, or shall be filed with the headquarters of the Alternative Banking Dispute Resolution Centre.

³ If ticked off, please enclose the complaint filed with the Trader and its reply.

- 2. It's been more than 1 year since the complaint was filed with the Trader:
 - YES
 - NO

- 3. The dispute was further examined by the Alternative Dispute Resolution Centre:
 - YES
 - NO

- 4. There is a final court resolution rendered by a court of law or arbitration court within a dispute between the undersigned and the above-mentioned trader.
 - YES
 - NO

The facts are the following:

(A brief account of the subject-matter of the case shall be made):

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(The subject matter and amount of the claims and, as the case may be, method of calculating this amount shall be mentioned)

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(The grounds each head of claim relies on, indicating the evidence requested in support thereof, as well as the documents relied on in this respect shall be mentioned)

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As regards the above-mentioned, I hereby request:

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I enclose herewith the following documents:⁴

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By sending/signing this application, being aware of the applicable legal provisions, I hereby assume the accuracy of those written above.

According to Law no. 677/2001 on the protection of individuals with regard to the processing of personal data and the free movement of such data, I hereby state that I agree to have my data taken.

I agree that the bank provide to the Alternative Banking Dispute Resolution Centre all necessary information, including personal data, as well as any confidential documents (agreements, appendices etc.) which are in the possession of the trader and are related to this application.

I agree that all communications, except the communication of the award, be sent to the email address without the need of sending it by registered letter with acknowledgment of receipt.

I hereby state that I took note of the rights and obligations which I have in the Alternative Dispute Resolution procedure concluded with proposal of a solution, including those contained in the appendix hereto.

Date

Signature

⁴ Documents relating to the facts presented shall be enclosed herewith: agreements, excerpts, correspondence related to the topic, including the proof that a direct settlement was sought with the co-contractor trader.

APPENDIX TO THE APPLICATION FOR THE PROCEDURE WITH PROPOSED SOLUTION INFORMATION FOR CONSUMERS

Consumers who opt for the settlement of the disputes between them and traders to be made by the Alternative Dispute Resolution procedure concluded with proposal of a solution have the following rights and obligations:

1. The consumer may appeal, however, without being forced, to independent advice or may be represented or assisted by a third party or by the representatives of the consumers' associations in any stage of the procedure;
2. The consumer has the possibility to withdraw himself from the Alternative Dispute Resolution procedure concluded with proposed solution at any time unless he is satisfied with the operation or the manner in which the procedure is conducted;
3. The consumer has the possibility of deciding on whether he accepts or not the proposed solution;
4. The involvement in the procedure shall not exclude the possibility of claiming damages through judicial proceedings;
5. The proposed resolution may differ from a result established by a court applying the applicable legal provisions;
6. The resolution which the conciliator renders as a result of the acceptance given to the Settlement note by both parties, shall become an enforceable title unless it is challenged in the court within 15 days from its communication.