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# General Terms and Conditions for Contracting

K&H e-bank (K&H retail e-bank, K&H trambulin e-bank, K&H corporate e-bank) services

Effective from: 15 January 2007

**K&H Bank Nyrt. (registered office: 1051 Budapest, Vigadó tér 1. company registration number: Cg. 01-10-041043, hereinafter: Bank) provides electronic services in terms of information on banking services and performance of transfer orders in accordance with these General Terms and Conditions**



for Contracting (hereinafter: GTCC).

## I. Definitions

**e-identifier:** A virtual card number issued by the Bank which, in case of an e-bank identification card, corresponds to the number of the e-bank identification card. The e-identification number is registered, and may be held only by natural persons.

**e-bank identification card:** A plastic card issued by the Bank, which is not deemed to be a bank card and which – as an electronic payment tool ensuring remote access ensures use of the K&H e-bank through the Internet only to the Client/User using the PIN code. The identification card issued by the Bank is the Bank's property. The e-bank identifier card is registered and may be held only by a private individual.

**Password for a single use:** A password sent to the Client by the bank in a short text message (SMS), which may be used for a single access.

**Electronic banking operation:** All transfer orders and notifications given by the Client/User directly to the Bank using computer communication, at least partly in the form of electronic signals. In the course of electronic banking operations, the Client's signature is substituted by a personal identification code in the format approved by the Bank.

**User:** for K&H corporate e-bank services, any person authorised by the Client to perform electronic banking operations according to the terms and conditions applicable to the service.

**Announcement:** A communication posted by the Bank in its premises open for clients, containing the terms and conditions of using services. The Announcement includes without limitation the contents of services, the parameters of the tools required for using services and fees and commissions.

**Access right:** A right granted by the Client to the User based on which the User has company level signatory powers over all of the Client's current and future accounts covered by K&H corporate e-bank services.

**Initial sms activation code:** A password for a single use provided by the Bank to the Client together with the e-identification number; the Client activates his e-identification number by sending this code and in exchange receives the password for single use required for the initial log-on to the e-bank interface from the bank in a short text message (sms).

**K&H e-bank service:** A service provided by the Bank to Clients in the course of which Clients may use the services available on the Internet at <https://ebank.khb.hu/>.

**Drive:** The programme required for operating the chip reader.

**Minimum configuration:** The minimum technical requirements for using services.

**Operation in a public place:** Any place other than the place of computer use in the Bank and at home.

**reader:** The chip card reader required for using the service.

**PIN code (Personal Identification Number):** A secret personal identification code produced under strict security requirements applicable to a given specific person, which cannot be reproduced and which the Bank delivers to the Client/User to allow them to use the service with the help of the identification card.

**Client:** A natural person and/or business and other organisations having a bank account agreement that serves as the basis of services.

**Operator:** The party who provides the equipment defined in the announcement required for accessing the service independently from the Bank.

## II. General provisions

- 2.1 The Bank provides K&H e-bank services to the Client/User after the Client/User has accepted the relevant GTCC, the relevant Announcement and the Bank's Business Policy, and the Bank has issued an e-bank identification card and/or e-identification number –according to the Client's instructions – for using these services.
- 2.2 For K&H corporate e-bank, all Users must have at least an e-identification card.
- 2.3 The Client must possess the equipment required for using e-bank services as determined by the Bank, or must be entitled to use such equipment. The Client must become familiar with the technical characteristics and use of this equipment as well as other equipment required for using the service.
- 2.4 The Client/User may use bank services in the framework of the e-bank service. The scope of services is set out in the Announcement posted in the Bank's premises open for Clients and published on the Internet.
- 2.5 The Bank charges the fees, charges or commissions defined in the Announcement for use of the services. The Bank shall be entitled to charge the fees, commissions and/or charges due to the Client's bank account on the date defined in the Announcement. The fees, charges and commissions published in the Announcement do not include the fees, charges and commissions on the transactions performed by using the services as defined in the relevant Announcement.
- 2.6 Clients must satisfy all their payment obligations generated under these GTCC to the Bank when due or when incurred. The Bank is entitled to offset any amounts receivable from the client against any of the Client's accounts held by the Bank or against any amount receivable based on the Client's other accounts or any receivable otherwise outstanding to the Bank.
- 2.7 The Client/User is entitled to use the service starting from the date on which he receives the e-bank identification card and the PIN code required for using the services, or in the case of K&H retail and trambulin e-bank, on the date of requesting an e-identification number, when he is notified about the e-identification number and the related initial sms activation code on receiving a copy of the information letter issued by the Bank and the application.
- 2.8 The Bank notifies the Client/User about the date and method of receiving the e-identification number and the chip card reader required for using the service. If a Client fails to collect the e-bank identification card produced and/or the e-identification number based on the Bank's current notification, the Bank shall not liable for any consequential damages (particularly for the shortening of the period for which the e-bank identification card and/or e-identification number can be used). The Bank charges the fee for the e-identification card and/or e-identification number defined in the Announcement also in respect of e-bank identification cards and/or e-identification numbers that remain uncollected.
- 2.9 In case of services used in accordance with these GTCC, the Client/User shall recognise instructions given after identification as his own instruction and shall be fully liable for them.
- 2.10 The Client provides the access rights to Users authorised by it for using the service to the Bank by using the form entitled instruction form.
- 2.11 Considering that in the case of K&H Trambulin 14+ accounts, the Client is an underage person with limited legal capacity, the Client's legal representative needs to make a statement of consent and assume a liability as surety to allow the Client to use the K&H Trambulin e-bank service validly.

## III. Rights, obligations and responsibilities of the parties, treatment of transfer orders, identification

- 3.1 The Bank provides the equipment required for using the services owned by the Bank to the Client/User according to his needs: the e-bank identification card and the reader, as well as the installation guide presenting the use of this equipment. The user manual that helps to use the service may be downloaded from the following address: <https://ebank.khb.hu/>. The reader remains the Bank's property, and the Client/User only receives it to be held for use.
- 3.2 The Client must use the reader and e-bank identification card made available by the Bank for its proper purpose and must preserve it free of damage. The Client must indemnify the Bank for damage occurred in the reader in accordance with the Announcement. When using the reader and the e-bank

- identification card, the Client must proceed in accordance with the installation guidelines made available by the Bank, and must comply with the requirements set out therein.
- 3.3 The Bank reserves the right to specify additional requirements concerning use of the reader.
  - 3.4 The Client immediately notifies the Bank about any damage, failure, loss, theft of the reader and/or any other events concerning the reader. In case of failure, the Bank will arrange for replacing the reader if requested by the Client.
  - 3.5 The Bank provides a PIN code to the e-bank identification card in a sealed envelope to the Client. The Bank provides the e-bank identification card and the PIN envelope only to the Client or, in case of corporate e-bank, to the User, and does not accept authorisations for delivery. The Client/User confirms that the PIN envelope was undamaged at the time of receiving the e-bank identification card on the receipt. If a Client requests only an e-identification number, the Bank will specify the e-identification number and the related sms activation code in an information letter, which it will deliver only personally to the Client. The Client confirms receipt of a copy of the information letter with a signature.
  - 3.6 The Bank maintains a Client service telephone line for receiving and managing problems related to the service and comments related to individual operations, accessible for Clients at the telephone number defined in the Announcement during client service opening hours.
  - 3.7 If a Client performs an electronic banking transaction, the time determined and recorded by the Bank's computer system shall be deemed to be time when the Bank receives the transfer order or notification.
  - 3.8 In case of e-bank services, the Bank notifies the Client about performing the transactions conducted using the service on the Bank account statement.
  - 3.9 The Bank accepts and handles transfer orders received by using the service with the same required contents as for written transfer orders. The Bank is entitled to refuse to perform transfer orders that do not comply with applicable legislation, are deficient, have errors or otherwise contain inappropriate data.
  - 3.10 The Bank shall not be liable for technical errors arising in the course of providing the services and/or the failure of transactions pursuant to this.
  - 3.11 The Bank is entitled to refuse to perform transfer orders during the registration of which some technical problem arose, resulting in failure to confirm the transfer order and/or its implementation.
  - 3.12 If the Client fails to handle the e-bank identification card, the e-identification number, the PIN code and/or the sms activation code as well as the password for a single use without keeping confidential or without due care or hands any of the above over to another person for use or discloses any of the above to any third party, any damage arising out of this shall be borne by the Client and the Bank shall not be liable for such damage.
  - 3.13 The authorisation to give instructions using the service is by the combined use of the confirmed e-bank identification card and the PIN code, or the e-identification number and the password for a single use. The Bank does not investigate whether the user of the e-bank identification card and the PIN code or the e-identification number and the password for a single use is entitled to such use, or the conditions under which they are used. The bank shall not be liable for damage arising out of unauthorised use.
  - 3.14 The Client must ensure that the funds required for the transfers orders given by him are available on the date of payment, including the amount of fees and charges to be charged for performing transfer orders that are due at the time of performing a transfer order. If the Client's account does not have sufficient funds for covering the costs of transfer orders, the bank will be entitled to refuse to perform the transfer order.
  - 3.15 The Bank performs the transfer orders received by using the service within the deadline defined in its Announcement on the procedures for receiving and performing transfer orders.
  - 3.16 The Bank records transfer orders given by using the services and their performance with its computer system, The Client/User accepts that the data recorded in the Bank's systems are true and correct, recognising them as proof in case of possible dispute on both giving and performing the transfer order.
  - 3.17 The Bank shall make every effort it may be expected to make in order to ensure that the Client's details – in case of electronic data transmission – are not accessible for unauthorised persons. The Client understands that if any data become accessible for third parties despite the due care that may be expected from the Bank, he shall not make any claims to the Bank concerning any damage arising out of that.
  - 3.18 The Client acknowledges that the Bank is entitled to examine the legitimacy and authenticity of the transfer orders received in the course of the use of the services.

- 3.19 The Client must immediately notify the Bank if he detects any unauthorised transaction on the bank account statement. The complaint shall not grant an opportunity to postpone any liabilities payable to the Bank. The Client may make this report in writing in any of the Bank's branches.
- 3.20 The Bank shall not be liable for events or non-performance arising out of the Client's failure to use or inappropriate use of the e-bank identification card, the e-identification number and/or the reader, or employing these items in an environment other than the environment required for their proper use. The environment required for proper use shall mean equipment with parameters defined in the GTCC, components of the installation programme made available by the bank and the then current technical environment suitable for their permanent use.
- 3.21 The Bank shall not be liable for claim events arising out of the Client's failure to handle, store and use the e-bank identification card, the e-identification number, the sms activation code and password for a single use and/or PIN code in the required manner.
- 3.22 The Bank reserves the right not to ensure system availability for a short period from time to time due to system maintenance. The Bank agrees to inform the Client/User about the time of the anticipated suspension through the system. The Bank shall not be liable for any damage arising out of suspension.
- 3.23 The Bank investigates whether any complaints submitted by the Clients for any reason are well-founded by acting within its own powers, and will decide on the necessary action to be taken. Their Bank will notify the Client about the decision on his complaint within 15 days.

#### **IV. The e-bank identification card, its use, handling, blocking, renewal and replacement cards**

- 4.1 The Bank shall ensure the preparation of the identification card within 15 bank working days of the receipt of the request for the issuing of the identification card, if the contract has been signed by the Bank.
- 4.2 For the e-bank identification cards produced the validity period will be indicated as month/year. The e-bank identification card is valid until 24.00 on the last day of the month of expiry. The expiry date will be indicated visibly on the e-bank identification card.
- 4.3 The e-bank identification card and/or e-identification number may be used only by the Client/User, it may not be transferred, it is prohibited to be pledged as security or to deposit in security deposit.
- 4.4 E-bank identification cards produced and/or e-identification numbers will be blocked after three failed attempts to use them. The block can be released only by the Bank after the e-bank identification card is returned to the account managing branch. The fee for releasing blocks on e-bank identification cards and/or e-identification numbers is set out in the Announcement.
- 4.5 In order to prevent continued use of the e-bank identification card and/or the e-identification number, the Client must immediately report to the Bank if he notices that
  - (a) the e-bank identification card and/or the e-identification number is not in his possession anymore, or
  - (b) the e-bank identification card, and/or the e-identification number, the PIN code, az sms activation code and the password for a single use or any similar identification data were exposed to unauthorised third parties or
  - (c) the bank account statement and/or the account includes an unauthorised transaction.
- 4.6 The Client is entitled to make the report and the Bank may impose a block. The Bank accepts reports from other persons as well if the Client is prevented from taking action and the person making the report is able to establish the probability of this. At the time of making the report, the Bank does not investigate whether the person's authorisation is real, and the Bank shall not be liable for damage arising from unauthorised reports.
- 4.7 The report must contain:
  - (a) for natural persons: the name, address, date of birth and ID card number of the Client,
  - (b) for business and other organisations: the Client's company name, registered office and tax number.

The event, the person making the report must be an identified accurately, and a statement must be made on whether the person making the report explicitly requests that the e-bank identification card and/or e-identification number be blocked. In the case defined in Section IV.4.4 (c), if the person making the report does not ask for a block at the time of making the report, the Bank will proceed according to the rules on complaints. If, based on the evaluation of the facts with the due care that may be generally

- expected, the cases defined in point IV.4.4 occurred pursuant to a crime, the Client must report this suspicion to the competent authority having jurisdiction for criminal matters without delay in addition to proposing the block.
- 4.8 Report may be made to the Bank's telephone client service on any day of the week, at any time. The report may be deemed to be made if the person making the report provides the data requested by the Bank, except for no more than the identity card number/tax number.
  - 4.9 Based on the report received, the Bank immediately proceeds to block. The block takes effect when the Bank has taken the actions related to the block in the time required for it. After the block is in place, the Client will not be able to use the service anymore.
  - 4.10 The block is final, and e-bank identification card and/or e-identification numbers already blocked cannot be used even if they are recovered, and must be returned to the Bank by the Client. The risk of the block and all damage arising out of the fact that the blocked e-bank identification card and/or e-identification number cannot be used anymore shall be borne by the Client. The Bank shall not be liable for damage arising from the failure to make the block or any abuse related to the block, whether the damages suffered by the client or any third party.
  - 4.11 The Bank maintains reliable and unchangeable records about reports. If requested by a Client, the Bank will issue a certificate about the fact that a report was made, the report's content and time retrospectively for no more than five years.
  - 4.12 The Client must pay a fee for making the block, the rate of which is included in the Announcement.
  - 4.13 Any damage arising prior to the making of the report shall be borne by the Client and damage arising after the reports shall be borne by the Bank. The Bank will be exempted from its liability if it proves that the damage arose pursuant to the Client'/User's breach of agreement caused wilfully or by gross negligent. If the damage did not occur due to the Client's/User's wilful or seriously negligent conduct, the Client bears damage arising prior to the making of the report up to a limit of no more than HUF 45,000. In respect of electronic banking operations that may be performed by using the e-bank identification card and/or the e-identification number and the PIN code, risks and costs will always be borne by the Client.
  - 4.14 The governing time for the purposes of making the report and the block and the bearing of the related costs, risks and damage, the local time valid in Hungary as measured and recorded by the Bank's central systems shall prevail.
  - 4.15 Prior to the expiry of the e-bank identification card, the Bank may arrange for producing the new e-bank identification card against the fee published in the Announcement unless otherwise instructed by the Client in writing up to the 45<sup>th</sup> day before the expiry date of the e-bank identification card. In case of delayed instructions, the Client must bear the costs incurred.
  - 4.16 The new e-bank identification card may be collected after presenting the delivery notice and – if there was a previous e-bank identification card – the expired identification card to the bank, and after settling all debts that may have arisen.
  - 4.17 Clients may request the issuing of a replacement card and/or replacement identifier if the e-bank identification card and/or e-identification number is lost, stolen or has a technical defect. The Bank shall be entitled to refuse to issue a replacement card without having or giving reasons. The fee for replacing e-bank identification cards and/or e-identification numbers is set out in the Announcement.

## V. Operation in public places

- 5.1 If the reader owned by the bank, required for using the service, is operated in a public location, the Client/User must use the reader made available in accordance with its proper purpose and must preserve it free of any damages. The operator and the Client/User have joint and several liabilities for damage suffered by the reader in the course of such operation to the Bank. The amount to be paid is set out in the Announcement. When using the reader in an outdoor public location, the Client/User must proceed in accordance with the installation guidelines made available by the Bank to the operator and comply with the requirements set out therein.
- 5.2 The Bank reserves the right to specify additional requirements applicable to both the operator and the Client/User in respect of use of the reader in outdoor, public locations by the Client/User.

- 5.3 The operator must immediately notify the Bank about damage to, failure of, loss of theft of the reader and/or about any other events concerning the reader.
- 5.4 The Bank shall not be liable for events and non-performance arising out of improper use of the reader by the Client/User.
- 5.5 The operator shall be liable for making every effort it may be expected to make in order to screen persons without authorisation who are trying to use the service, and to maintain continuous system administration duty to ensure this. The Bank does not investigate whether the Client/User is authorised to use the reader or the conditions of such use. Any liability for damage arising out of unauthorised use shall be borne solely by the operator and this liability may not be charged to the Bank.
- 5.6 The requirements included in this Chapter shall apply also if the Client/User does not use the service with the Bank equipment required for its use.

## **VI. General and technical conditions for using the service installation of the driver and commissioning of the reader**

- 6.1 The service may be used by Clients who have a valid and effective contract concluded with the Bank on opening and maintaining the appropriate account, and have the hardware and software tools required for the service, the list of which is set out in the user manual.
- 6.2 Clients may download the driver required for the reader from <https://ebank.khb.hu/> after receiving the e-bank identification card and the reader at a bank branch. The service may be used after installation.

## **VII. Users and access authorisations for K&H corporate e-bank**

- 7.1 The Client specifies the natural person users authorised to use the service on the form entitled Instruction form.
- 7.2 Authorisation rights are allocated to the e-bank identification card and apply only to the service.
- 7.3 When determining access rights, the Client has sole responsibility for deciding who it will authorise. When performing electronic banking transactions, the Bank considers persons reported to the Bank by the Client as legal users in accordance with the instruction to be the lawful users.
- 7.4 After receiving the Client's instruction, the Bank sets the User's authorisation centrally, and produces the e-bank identification card, which it delivers personally to the given User.
- 7.5 With a valid e-bank identification card and by providing the PIN code linked to it, the User has signatory powers on behalf of the company in the K&H corporate e-bank and over all of the Client's accounts included in the K&H corporate e-bank service in the present and in the future.
- 7.6 The Client/User must ensure that only persons authorised to do so may access the e-bank identification card, the e-identification number, the PIN code and/or the sms activation code, as well as the password for single use. The Bank shall not be liable for damages arising as a consequence of violating this obligation.
- 7.7 The Client may indicate the granting, deletion of the Users access rights and modifications in User data in writing, in an attachment to the form entitled Instruction form.

## **VIII. Warranty and user right**

- 8.1 The Bank represents and warrants that the identification card and reader provided for the Client's use and the driver required for the reader, which may be downloaded from the Internet address specified above, are free of litigation, encumbrances or claims, and no third parties have any rights to them that would restrict or prevent the Client from exercising the Client's rights concerning these items in any form.
- 8.2 The Bank represents and warrants that the identification card, the reader and the driver required for the reader correspond to the specification provided by the Bank at the time of delivery and/or download, and that they may be used properly on the defined hardware and software configurations.

- 8.3 The Bank's warranty obligations include the following:
- (a) consultancy for using the e-bank identification card and the reader, as well as the installation of the driver required for the reader,
  - (b) troubleshooting help,
  - (a) investigation of failure reports.
- 8.4 Furthermore, under the warranty, the Bank agrees to repair and/or replace e-bank identification cards and failed readers free of charge. If the failure was caused by a consequence of improper use by the Client/User, the Bank will provide this service only against the fee published in the Announcement.
- 8.5 The Bank's warranty described above shall not cover the Client's own hardware peripherals or software installed on or linked to such peripherals.
- 8.6 The Bank shall be entitled to employ third expert parties to perform its obligations under the warranty.
- 8.7 As a pre-requisite for warranty services, the Client agrees to enable access to the e-bank identification card, the reader, the driver required for the reader and the hardware containing this driver and make them available to Bank subject to the conditions requested by the Bank, for the period required for performing the warranty services.
- 8.8 The Bank as the author of the driver required for the reader grants a non-exclusive and limited licence to the Client/User. Based on the licence, only the Client/User is licensed to use the driver required for the reader on the given hardware and software configuration in accordance with the licence provisions, in order to be able properly use the service.
- 8.9 The licence shall not cover reproduction, alteration, processing, compilation including any other changes, or reproduction of the results of such activities, and the preparation of a backup copy.

## **IX. Termination of the agreement**

- 9.1 The agreement shall be terminated:
- (a) with termination by the Bank with immediate effect
  - (b) with ordinary termination by the Bank or the Client,
  - (c) with mutual agreement, at a time defined by the Bank and the Client,
  - (d) when all e-bank identification cards expire if no new identification card is issued,
  - (e) with the death or dissolution of the Client without legal successor,
  - (f) when the bank account agreement(s) that serves as the basis of the service are terminated for whatever reason.
- 9.2 The Bank is entitled to terminate this agreement in writing, with a notice period of 30 calendar days, without having to give reasons (ordinary termination).
- 9.3 On the termination of the agreement for whatever reason, the access right of the Client and all Users will also be terminated, as a consequence of which the service may not be used anymore.
- 9.4 The Client is entitled to terminate the agreement by ordinary notice, with a notice period of 30 calendar days at any time, by returning the e-bank identification card and the reader – if it has requested such equipment for e-bank services – to the account managing branch and by paying all liabilities outstanding to the Bank at the same time.
- 9.5 If the Client has requested such equipment for e-bank services, the Client must return the e-bank identification card and the reader to the Bank within 15 calendar days from the termination. All damage arising out of failure to return the above equipment shall be borne by the Client. If the Client fails to return the reader or returns the reader in an inappropriate condition (wear and tear exceeds the rate of proper use) or with a delay it must pay the price of the reader to the Bank. In case of a delay in or failure to pay this fee the Bank shall be entitled to immediately charge the reader's price to the Client. The reader's price is set out in the Announcement.
- 9.6 The Bank is entitled to terminate the agreement with immediate effect in case of serious breach of agreement by the Client. At the time of sending the termination notice the Bank terminates the Client's/User's authorisation to use the service.
- 9.7 Termination of the agreement for whatever reason shall not affect the other contractual relationships existing between the Client and the Bank.

## X. Miscellaneous provisions

- 10.1 The Bank reserves the right to unilaterally modify the provision of the GTCC and the relevant Announcements when recognising changes in the domestic and international financial conditions, legislation or risks applicable to the service set out in the GTCC and risks concerning the Client, to align them to the changes and the Bank's business policy. The Bank notifies the Client about the proposed modification directly in the case of contractual terms and conditions, or by way of an announcement in the case of conditions set in Announcements, 30 calendar days prior to the effective date of the modification. If the Client refuses to accept the modification it is entitled to terminate the agreement within 30 calendar days of the date when the proposal is received and/or the Announcement is published (in this case, the Bank will block service), otherwise the modifications will take effect in respect of the Client. The agreement will survive with the original terms and conditions until the notice period of 30 calendar days expires.
- 10.2 The Bank sends written notices to be sent to the Client by mail, to the mailing address specified on the request form and/or electronically. The Bank shall not be liable for failure to receive notices or failure to access the notice is sent electronically and for any damage arising out of this.
- 10.3 Issues not regulated in the GTCC shall be governed by the provisions of Act IV of 1959 on the Civil Code of the Republic of Hungary, the relevant legislation on payments and electronic means of payment then applicable, as well as of the Bank's Business Policy, transaction contracts and the General Terms and Conditions for Contracting of retail bank accounts and payment accounts.
- 10.4 The Bank reserves the right to update and supplement the user manual from time to time in connection with upgrading the standard of service and the development of applications. Updating the user manual shall not be deemed to be an amendment to the agreement under any circumstances, and the Bank shall inform Clients about it electronically, in the "Bank's messages".