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GENERAL CONTRACTING TERMS AND CONDITIONS

FOR BANKCARD AND CREDIT CARD SERVICES

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These GCTC shall be amended as set out in Section XIX herein, on the following subject matter:

- the Bank supplements and clarifies the provisions of these GTC

The modifications are highlighted in **yellow**, whereas deleted texts are shown in ~~strike through~~.

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I. TERMS

For the purposes of the Bank's bankcard and credit card services, the following terms shall apply. Special terms applicable to credit card services are included in Chapter VII.

"2019/518 Regulation": Regulation (EU) 2019/518 of the European Parliament and of the Council of 19 March 2019 amending regulation (EC) no 924/2009 as regards certain charges on cross-border payments in the European Union and currency conversion charges.

"Contactless indicator": A logo on Mastercard bankcards which indicates that the bankcard is suitable for contactless payment; also a logo on an ATM or POS terminal, as well as at commercial Point of Sales, indicating that the acquirer is capable of accepting a contactless card.

~~**"Authentication phone number"**: phone number that can be set at client level, and is provided by the Client for verifying remote client authentication. This phone number is used for electronically available services, for authentication purposes, to which the Bank sends SMS password during the use of the Services. The specification of the phone number, as well as possible prefixes are contained in the General Terms and Conditions on banking services requiring electronic identification. The authentication phone number may be provided personally in any K&H branch, or via TeleCenter following proper authentication stipulated in the relevant Account Management Announcement.~~

"ATM (Automated Teller Machine)": An electronic terminal (cash machine) enabling the client to use his Bankcard together with his PIN code to use services including, but not limited to, cash withdrawals, cash deposits, account enquiries, PIN Code modification and purchase transactions (such as mobile phone top-ups,). The transactions that are available on the given ATM for the given bankcard are listed on the ATM's screen or — in case of ATMs for the blind and visually impaired — audibly listed via headphones. In case of execution of ATM transactions the entering of pin code is required regardless of the type or amount of the transaction.

"Bank": Kereskedelmi és Hitelbank Zártkörűen Működő Részvénytársaság, short name: K&H Bank Zrt. (Registered office: 1095 Budapest, Lechner Ödön fasor 9, postal address: 1851 Budapest, registration No.: Cg. 01-10-041043, registering court: Court of Registration of the Budapest Metropolitan Court), number of operating permit: ÁPTF 969/1997/F, date of operating permit: 26 November 1997)

"Bankcard or Card": A plastic card of the size meeting ISO standards and carrying the Bank's logo and/or an international card company's logo, issued to the Card Holder at the request of the Account Holder. It is a cash substitute electronic payment tool that can be used at POS terminals to pay for goods and services, withdraw cash or deposit cash and/or balance enquiries. Bankcards issued by the Bank are the Bank's property. Bankcards are personalised. The Card Holder must be a natural person.

- a) An **electronic bankcard** is unembossed or **laser engraved personalised card** that can be used in electronic and — possibly — virtual payment systems, in line with the relevant provisions included in the Announcement.
- b) An **embossed bankcard** is an embossed or **laser engraved personalised card** that can be used for transactions in electronic, paper-based and virtual payment systems alike.
- c) A **debit card** is a bankcard with which the Card Holder can make payments and withdraw cash up to the positive sight balance of the underlying bank account plus the overdraft limit, if any.

- A **personal debit card** is a bankcard which the Bank issues connected to an underlying bank account held by a natural person.
 - A **business debit card** is a bankcard which the Bank issues with an underlying bank account or Card account held by a legal person or other business entity.
- d) A **credit card** is a bankcard with which the Card Holder can make payments and withdraw cash up to available credit limit or up to the available balance when the credit card account had been topped up beyond the credit limit.
- e) A **digital bankcard** is a digitally issued version of a physical bankcard, which can be used for mobile payments with Mobile Wallet running on mobile devices or any other electronic devices on an iOS or Android platform. The digital bankcard has a different card number to the one of the physical Bankcard. The card number is shown on the POS receipt of the transaction carried out with the digital card. Multiple digital cards can be issued to one physical Bankcard, depending on how many mobile devices the physical card was digitised on. The types, card functions and specific features (especially expiry and related limits) of the Bankcards suitable for digitisation are detailed in the Announcement. A digital Bankcard can only be used through Mobile Wallet running on mobile devices or any other electronic devices through iOS or Android platform.

“Bankcard Limit”: It means the maximum number of transactions as specified by the Bank, and also the maximum total value of the transactions carried out on a single day, as specified, in accordance with the Announcement, by the Account Holder and/or, in the case of a limit decrease, by the Card Holder for his/her own card amount. The Announcement includes the general (standard) limit types for Bankcards, as well as amounts and frequency of use for each limit type. Specific card usage limits on any of the Bankcards other than the standard limits may be modified by the Bank on the Account Holder’s request, which must always be in compliance with the restrictions stated in the Announcement. Card usage limits may be different in case of a partial or complete outage of the systems involved in the authorization process. Bankcard limits do not apply to offline transactions, where available funds are not checked, or to “stand in” transactions authorised by an International Card companies.

“Banking day”: Those working days when the Bank is open for business. If a terminal (ATM, POS) is used, a banking day shall mean any time when any other terminal available to the Card Holder for business purposes is available.

“Domestic transaction”: Transactions are classified as domestic if both the ordering party’s institution (the bankcard issuer bank) and the beneficiary’s institution (Point of Sale) are registered in the Republic of Hungary, operate registered sites there and hold card acquirer rights in Hungary.

“Receipt”: A document certifying the completion of a transaction, issued to the Card Holder by the Point of Sale – except when the Card Holder opts not to receive one about an ATM cash withdrawal or a transaction not exceeding the single contactless transaction limit.

“Card-not-present” transaction (CNP) or Virtual transaction: Virtual transaction types aimed at purchasing a product or service without the physical presence of a bankcard, which include the following:

- a) **“Mo/To transaction” (Mail order/Telephone order):** In such a transaction the Card Holder provides their card number, expiry date and the so-called CVV2/CVC2 code to the merchant (if the merchant should require the latter) in a letter or verbally by phone.

- b) **“Online Purchase (e-commerce)”**: In such a transaction the Card Holder provides their card number, expiry date and the so-called CVV2/CVC2 code for the merchant (if the merchant should require the latter) via an Internet portal, a so-called virtual POS terminal. Some Acquiring Banks may request additional data, such as the name of the issuing bank, the Card Holder’s name as it is shown on the card, etc. This pool of data to be provided by the Card Holder is supplemented with the Online Security Code at the Point of Sale providing the code service.

Chargeback procedure: A complaint procedure initiated by the card issuing bank against the card acquiring bank with the aim of recovering the value of the bankcard transaction validated by the accepting bank. It is used when the Card Holder does not acknowledge the legitimacy of the transaction resulting from the use of the card and booked to the bank account and the illegality of the debit transaction can be established from the relevant card company rules. As a result of the procedure, the disputed amount will be refunded to the Card Holder and may be debited back to the merchant’s Point of Sale or the bank operating the ATM.

“CVM (Card Holder Verification Method) control”: The entering of a PIN code or a signature to verify the Card Holder’s identity.

“CVV2/CVC2 code”: A three-digit code printed next to the signature area on the back of a bankcard used in virtual “Card-not-present” transactions”, where the Point of Sale requests it. Its name varies with card companies: it is either called CVV (Card Verification Value) or CVC (Card Verification Code).

“Digitisation”: The process of creating a digital version of a Bankcard. The Card Holder is entitled to digitise any of their active personal and/or business Bankcards, providing that they have their own Mobile Wallet running on mobile devices or any other electronic devices on iOS or Android platform and have accepted the relevant terms and conditions. The digitisation function is part of the Mobile Wallet app running on mobile devices or any other electronic devices using an iOS or Android platform.

“Dynamic Currency Conversion (DCC)”: A service provided by international card company MasterCard International Inc, available through ATMs and POS terminals suitable for this purpose. When initiating a transaction, Card Holders may choose, from the options offered, which currency they want their card be debited in. The transaction amount also includes the applicable transaction commission.

“EEA member state”: member states of the European Union or states which are party to the Agreement on the European Economic Area.

“Unique electronic data”: The Bank considers the identification data in the magnetic strip or in the chip and the PIN code to be unique electronic data.

“Contactless transaction limit”: A purchase limit amount specified in the Announcement, below which it is not necessary to enter the PIN code to have a contactless transaction authorised. The amount of the contactless transaction limit is specified in the Announcement.

“Transaction below the contactless transaction limit (or below the 'low-value transaction limit')”: a transaction below the purchase limit amount set out in the Announcement, where the transaction does not necessarily require a PIN code to be entered for authentication when using the contactless payment method. The contactless transaction limit amount cannot be amended by the Account Holder/Card Holder and any

transaction above this limit requires the entering of a PIN code, even where the contactless payment method is used.

„e-card page“: Internet (web) based banking page, which is available for Card Holders having no K&H e-bank or K&H mobile bank. The following services are available on the page to card holders:

a) digital enquiry on the bankcard's PIN Code

For entering the page, K&H myID, ePIN, and the code sent to the authentication phone number are required. Without an authentication phone number, the e-card page is not accessible.

b) registration of a password for online purchases (registering a password for strong customer authentication (SCA))

To access the page, the K&H myID, ePIN, and in case the Card Holder has registered an authentication phone number, the code sent to the authentication phone number must be entered.

“Contactless transaction”: A purchase (payment) transaction which involves placing a bankcard suitable for contactless payment at a distance of some centimetres from the front of the terminal suitable for accepting contactless cards, thus activating the terminal's card reader unit. Successful payment is indicated by a sound and a short flash of the lights.

“Electronic identification”: A checking process where the client who has given the order is identified using the unique electronic data allocated to the electronic payment device.

“Banking services with electronic identification”: services stipulated in the General Terms and Conditions on banking services requiring electronic identification (e.g. K&H e-bank, K&H mobile bank, Electra)

“Point of Sale”: A merchant, either in Hungary or abroad, that accepts Bankcards with international logos as a means of payment for the goods or services sold by it, as well as any bank or other business that enables the Card Holder to carry out card transactions.

“Acquiring Bank” or the “Merchant's Bank”: The Bank that has an agreement for card acceptance with the merchant that accepts bankcards.

“Security Code (CVV2 or CVC2 code)”: See: “CVV2/CVC2 code”

“Pre-Authorisation”: An authorisation that is not succeeded immediately by an actual transaction. A pre-authorization is for the expected rather than the actual amount of a transaction, where it is the expected amount of the transaction that is blocked on the account. Pre-authorization requires that the expected transaction value be specified. Blocking does not involve actual debiting; it serves only as coverage for a future transaction. Blocking does not mean debiting, it only serves to ensure the availability of a certain sum until the actual payment amount is debited. The blocking can be released by the merchant at the Point of Sale where the blocking originated, either by completing the pre-authorization — resulting in the actual debiting of the transaction — or by requesting via the acquiring bank that the earlier pre-authorization be cancelled by the issuing bank in situations where the payment is not made with the bankcard that was used for the pre-authorization. Typically pre-authorisations are used by hotels, car rental services, travel agents, automatic gas stations and/or parking lots.

“Closing (Completion) of a Pre-Authorisation”: This transaction is performed at the Point of Sale if the final payment for the product/service is made using the same Bankcard as the one provided during the pre-authorisation process. This validates the pre-authorisation action as a financial transaction. The sum in the pre-authorisation can be processed in multiple transactions, and the pre-authorised sum can also differ from the final transaction sum.

“Authorisation process”: A message sent by the issuer Bank or its agent to the Point of Sale, as a result of which, based on the authorization request, it either authorises or rejects the transaction.

‘ePin’: definition stipulated in the General Terms and Conditions regarding banking services requiring electronic identification.

“Strong customer authentication (SCA)”: a procedure based on the use of two or more of the following elements, categorised as *knowledge* (something only the user knows), *ownership* (something only the user possesses) and *biometric characteristics* (something the user is). In addition, these categories must be mutually independent, i.e. the breach of one does not compromise the other(s) and the authentication procedure should be designed in such a way as to protect the confidentiality of the authentication data.

Registration of phone number for online purchases and/or online purchase password may be initiated in connection with Strong customer authentication (SCA):

- Personally in any K&H branch,
- For retail or SME Clients: Via TeleCenter (phone: {1/20/30/70} 335 3355) subject to proper authentication at the level stipulated in the relevant Account Announcement.
- For Business Clients by phone via Corporate Customer Services (phone: 06-1 468 7777) subject to proper authentication at the level stipulated in the relevant Account Announcement
- For retail or SME Clients registered for this service: via K&H e-bank/mobile bank
- For SME and Business Clients registered for this service: via Electra
- Via the e-card platform – only passwords may be registered

“Contactless card”: A bankcard suitable for contactless payment, on which a so-called “reception signal” indicates that the card is suitable for contactless transactions. In case of contactless cards issued by the Bank and suitable for contactless payment, the contactless function may not be switched off, not even at the client’s request. The list of bankcards suitable for contactless payment can be found in the Announcement.

“Contactless transaction”: A purchase (payment) transaction which involves placing a bankcard suitable for contactless payment at a distance of some centimetres from the front of the terminal suitable for accepting contactless cards, thus activating the terminal’s card reader unit. Successful payment is indicated by a sound and a short flash of the lights.

“Value date”: The day on which the Bank – with regard to the calculation of interest – considers a transaction debited or credited to a settlement account. The Value Date shall be indicated on the account statement as “the date of interest calculation or interest bearing”.

“Client without a valid address” means a natural person whose valid permanent address is not known to the Bank.

“Payment Initiation Service”: a service to initiate a payment order at the request of the payment service user with respect to a payment account held at another payment service provider.

“Approval/authentication of payment transactions”: The Bank will deem a payment transaction made by a Card Holder approved if the Card Holder supplied his/her authentication data (e.g. PIN code) and/or signed the transaction voucher during the transaction; supplied the CVC2 or CVV2 code of his/her card and, if necessary, the internet security code during a transaction made without the physical presence of the card; or if it is a contactless transaction, the transaction does not exceed the Single contactless transaction limit.

“Day of Processing”: The day on which the Bank settles a transaction in its account management systems (day of booking). The Day of Processing shall be indicated on the account statement as the “booking date”.

“Blocking”: An amount on the account that is equivalent to the amount featured in the authorization request charged to the balance available at the time of the authorization. Financial execution of the blocking requires confirmation, while cancellation needs an order from the acquiring bank. If neither of these is available, the blocking can remain in place for up to 10 calendar days plus 2 more banking days. Account Holders who have subscribed to the K&H Mobilinfo service will receive a text message containing the authorised amount — always calculated in HUF. Authorization requests made in currencies other than Hungarian forint (HUF) will be converted to HUF by the international card company (Mastercard) at their current exchange rates; therefore, the amount that will be debited later may differ from the original amount blocked.

“Consumer, especially in the context of Regulation No. 2019/518”: means a natural person acting for purposes other than his or her trade, business or profession.

“Announcement”: An announcement by the Bank specifying the fees, charges and commissions, together with the due dates and calculation methods thereof, related to the issue and use of Bankcards as well as further conditions related to Bankcards, the terms of card application and usage. The Bank shall fulfil its information provision obligation in the announcement at its branches, or on its website at www.kh.hu. Announcement means the Announcement on debit cards for natural persons and the Announcement on credit cards for natural persons.

“Home branch”: The Account Holder’s account holding branch.

“Hpt. (Financial Institutions Act)”: Act CCXXXVII of 2013 on Credit Institutions and Financial Enterprises (Financial Institutions Act).

“Imprinter”: A device for the manual (paper-based) acceptance of embossed personalised Bankcards.

“Online Security Code Service” (“3D Secure Service”): A term used to refer to the “MasterCard SecureCode” service; the purpose of the service is to ensure a higher level of security for online purchases. The use of the service and online purchases in general requires prior registration.

During registration the Account Holder or Card Holder – for business bankcards the Account Holder and the authorised signatories to the account – must provide the data required by the Bank, which are as follows:

- a) bankcard-level password with parameters stipulated in the Announcement
- b) bankcard-level mobile phone number fitting the parameters stipulated in the Announcement, and designated for receiving the Online Security Code (Phone number for online purchases (3D Secure

Code) and strong customer authentication service).

"Online Security Code" ("3D Secure Code"): A service developed by the MasterCard and Visa card companies, an Internet security code for online purchases which, in addition to using the CVV2/CVC2 code, offers a higher level of security for Card Holder identification to prevent fraudulent use. It can be used, or in some cases is mandatory, at any Point of Sale that uses 3D Secure for card acceptance (the virtual payment interface will display the card company logos (MasterCard SecureCode) of the 3D Secure service).

"Phone number for online purchase (3D Secure Code) and strong customer authentication service: a mobile phone number that can be entered at card level to receive the Internet Security Code (3D Secure Code). The conditions for entering the telephone number are set out in the Notice.

"Online Purchase" (e-commerce): A virtual transaction type (Card-Not-Present – CNP), i.e. a virtual transaction that allows the purchase of a product or service without the physical presence of the bankcard. In such a transaction the Card Holder provides their card number, expiry date and the so-called CVV2/CVC2 code for the merchant via an Internet portal or in any application run by any third party, a so-called virtual POS terminal (some Acquiring Banks may request additional data, such as the name of the issuing bank, the Card Holder's name as it is shown on the card, etc.), or pays using a digitised bankcard. In case the Card Holder pays by entering the above card details when making an online purchase, the above pool of data to be provided by the Card Holder may be supplemented with strong customer authentication (SCA).

Recurring payment: A credit card acceptance function, which allows the use of credit card details provided by the Card Holder during the registration transaction in order to initiate future payments without the Card Holder's active participation and without having to re-enter the credit card details. In this case, during the registration transaction, the Card Holder consents to the recurring payments and the Card Accepting Entity initiates the payments based on this consent. The Card Holder is the only person who can initiate the termination of the recurring payment with the Card Accepting Entity.

"Card Holder/Paying Party":

It is a natural person Account Holder or a natural person authorised by such an Account Holder to use a Bankcard (Secondary Card Holder), or a natural person authorised by a legal entity/organisation Account Holder to use a Bankcard, who is entitled to use any of the cards issued by the Bank, once the bank has accepted the application for a Bankcard and entered into a Bankcard/Credit Card Agreement with the Card Holder. (In case of minors between the age of 14-18, a statement of consent is to be issued by the legal guardian upon opening the bank account.)

"Card Top-up Order": For business debit cards, it is a standing order optionally set up by the Account Holder to regularly transfer funds from the current account to the Bankcard account to provide funds for spending through the use of cards issued for that account.

"Card Branch": It is the branch specified by the Card Holder where he/she desires to receive his/her Bankcard. The Card Branch may be different from the Home Branch.

Only branches with cash till services may be chosen as a card branch, the list of which is set out in the chapter on branches with cash till services in the "Announcement on bank branches with automated cash services" in force at the time. The Announcement is available on the Bank's website.

“Card account” or “Bankcard Account”: For business debit cards, it is a dedicated account linked to the Account Holder’s current account, held in the same currency and earning an interest at the sight deposit rate. It is opened at the Account Holder’s request after his/her application for a business debit card has been accepted.

“Card transfer”: During card transfer the Bank moves the active Bankcard/Bankcards attached to one of the Account Holder’s K&H bank accounts to another K&H bank account of the Account Holder. During card transfer the currency of accounts of the Account Holder may be different. Card transfers between accounts of different Account Holders are not possible.

“Master Agreement”: The set of documents determining the legal relationship between the Bank, the Account Holder and the Card Holder with respect to bankcard and credit card services. The Master Agreement shall uniformly mean the following documents:

- a) the Bank’s GTC (General Terms and Conditions of Business)
- b) these General Contracting Terms and Conditions
- c) the relevant Announcements
- d) unique client agreement

For services of Magyar Posta Zrt (Hungarian Post) used or mediated by the Bank when providing services subject to the present GCTC, the relevant contractual conditions (GTC, other regulations) of the Magyar Posta Zrt. should also be considered as governing.

“Framework agreement”: with respect to the bankcard services regulated by the present GCTC, a unique client agreement may also be concluded by the Parties under the terms of a Framework agreement aimed at providing banking services as per the provisions stipulated therein. In this case, the unique client agreement aimed at providing a specified bankcard service shall jointly mean the Framework agreement and the related Service application and/or Service modification documents. The range of services available under the Framework agreement is listed in the effective Announcement.

“K&H myID”: a definition stipulated in the General Terms and Conditions on banking services requiring electronic identification.

“Cumulated contactless transaction limit”: A limit amount/a number of consecutive contactless transactions, as specified in the applicable Announcement, allowed before stopping the execution of any further contactless payment transactions until the next successful financial transaction made using the chip and entering the PIN code.

“Logo”: A symbol identifying the card type, appearing on the Bankcard and at the Points of Sale, indicating the places where the card can be used.

“Mastercard Secure Code”: A service provided by international card company Mastercard International Inc., aimed at the secure completion of Internet-based transactions. It is part of the online security code service (3D Secure Code service).

“Proxy”: A person defined as such in the Bank’s “General Contracting Terms and Conditions for Bank Accounts, Deposit Accounts and Term Deposits for Resident and Non-Resident Natural Persons”.

“Mobile payment”: A transaction completed with a digital bankcard on a mobile device where the POS terminal is physically and the Bankcard is digitally present. During the approval of the Mobile payment transaction, the Card Holder touches the POS terminal suitable for contactless payments with his/her mobile device capable of Mobile payment, which then activates the terminal's reader.

“Daily Cash Withdrawal Limit”: May limit the amount of cash that can be withdrawn within a calendar day. The transactions defined as cash withdrawal and the default cash withdrawal limit settings broken down by card type are set out in the effective Announcement. The Daily Cash Withdrawal Limit may be modified within the range specified in the Announcement. **The maximum number of cash withdrawals per day cannot be changed by the Customer.**

“Daily Purchase Transaction Limit”: limits the amount of purchase transactions that can be made with and without the physical presence of the debit card within a calendar day. The range of transactions that constitute a purchase and the basic setting of the purchase limit per type of credit card are set out in the current applicable Notice. The daily limit for purchase transactions may be modified within the limits set out in the Announcement.

“Daily virtual transaction (CNP) limit”: Within the Daily Spending Limit, which determines the total amount of purchases made with and without the physical presence of the card, this limit represents the daily maximum of purchase transactions made without the card being physically present, and must be defined during registration for the Online Security Code Service, otherwise no CNP transaction will be allowed. The default Daily CNP Limit settings by card type are set out in the Announcement, as amended. The default settings of the Daily virtual transaction (CNP) limit by bankcard type are set out in the effective Announcement. The Daily CNP Limit may be modified within the range specified in the Announcement. The available maximum limit is equal to the bankcard's actual valid daily purchase transaction limit.

“Contact transaction”: A (payment) transaction completed using the chip, during which the Bankcard is inserted into a terminal equipped with a chip-reader (ATM, POS).

“International Card companies”: means primarily Mastercard International Inc., JCB, American Express and Diners. They are the international organisations, joining which allows the Bank to pursue its bankcard-related activities directly, or indirectly pursuant to agreements concluded with other financial institutions that have joined said card companies.

“PayPass”: A logo on MasterCard Bankcards which indicates that the Bankcard is suitable for contactless payment. It may be present on the Bankcard and the accepting device (POS terminal) in written form.

“Pft. (Payment Services Act)”: Act LXXXV of 2009 on the Pursuit of the Business of Payment Services.

“PIN code”: a personal identification number (used as personal authentication information) generated under maximum security and made available by the Bank to the Card Holder, to be used in card transactions performed via electronic terminals (ATM, sometimes POS).

“POS (Point of Sale) Terminal”: It is an electronic terminal at the Point of Sale used for conducting non-cash payments. It ensures that the Bankcard is checked, records transaction information and forwards such data to the Bank.

“Stand in” transaction: Transactions authorised by International Card companies, where the Bank is not the authorising entity. For such transactions, the availability of funds, bankcard use limits and card statuses are not always checked, in case one or more systems become(s) unavailable.

“Account Holder”: A natural person or legal entity/organisation or a person/entity without legal personality who/which has entered into an agreement with the Bank, irrespective of the currency, for:

- a) the management of a retail bank account and/or FX account, where a Bankcard agreement is conducted,
- b) the management of a current account and/or a Bankcard account, where a Bankcard agreement is conducted,
- c) the management of a credit card account, where a Credit card agreement is conducted.

The accounts in a) and b) jointly mean a “bank account”.

„Account Announcement”: Announcement on the bank accounts, deposit accounts term deposits and cash transactions of private individual customers or the Announcement for Corporate Clients.

“Durable data carrier”: With respect to the documents published by the Bank, it means the Bank’s website.

„Secondary Card Holder”: It means bankcard holders for whom the Bank issues a bankcard, where

- a) in case of retail bank accounts, they are issued not for the account holders, which also includes cards issued for the Secondary Account Holders
- b) in case of the retail FX accounts, they are issued for someone other than the account holders,
- c) in case of the retail credit card accounts, they are issued for someone other than the account holders,
- d) in case of business accounts of FX accounts, they may be issued for any card holders.

“Secondary Account Holder”: It carries the meaning specified in the General Contracting Terms and Conditions for bank account, deposit account and term deposit products provided to Resident and Non-resident natural persons. **The Secondary Account Holder has the right to dispose of the services available on the joint account independently.**

“Transaction”: A purchase, cash withdrawal, cash deposit, account balance enquiries or ATM purchases (e.g. mobile phone top-ups, and the debit and credit of the account relating to these, effected by the proper use of a Bankcard.

“Online transaction”: A transaction transferred to the Bank’s authorisation centre electronically in real time for immediate verification.

“Offline transaction”: A transaction transferred to the Bank’s authorisation centre with some delay or not transferred at all.

“On-us transaction”: A Bankcard transaction executed at one of the Bank’s own Points of Sale.

“Client-level mailing address”: The mailing address of the Account Holder/Card Holder (the Client) in the Bank’s systems, which may differ from the mailing addresses linked to the various accounts in the account manager systems. With regard to the correspondence concerning Bankcard events, the Bank sends its regular postal mail to this address.

“Virtual Transaction” or “CNP (Card-Not-Present) transaction”: A transaction initiated with the card not physically present at the Point of Sale, where the Card Holder provides the card data verbally or in writing for the transaction. This can be done for products ordered by mail or by phone (Mo/To), or for online purchases.

“Virtual Point of Sale (VPOS) terminal”: is a device for making purchase transactions via the Internet.

“Non-refundable transaction”: a transaction that cannot be cancelled, withdrawn or modified at the Point of Sale after it has been executed. The full price of the goods or services must be paid even if the Card Holder is unable to use them later. The merchant’s Point of Sale must inform the Card Holder of the non-refundable nature of the goods or services before performing the transaction. The Card Holder will then accept the transaction in the knowledge that he/she has been informed of the cancellation and reimbursement conditions applied by the Point of Sale.

II. BANKCARD AGREEMENT AND ISSUING BANKCARDS

DETAILS ON THE EXTERIOR OF THE BANKCARD

- II.1. The Bankcard carries the Bank’s name and logo, and, depending on the type of the card, a hologram and a chip, the Card Holder’s name, a signature strip, the CVC2 or CVV2 code, the name of the card, the card number, the expiry date, a magnetic strip for the purpose of identification, and a logo identifying the services available by using the card.
- II.2. The Bank personalises the personal Bankcards with a maximum 24 character-long name provided by the Account Holder in the Bankcard Agreement, identical to the name shown in the personal identification document. In case of a business Bankcard, in addition to the name of the natural person Card Holder, the short name of the Account Holder company may also be shown. The Bank shall not accept any request, in which the Account Holder/Card Holder does not wish to show a name/company name on the card or wishes to provide a name that does not correspond with the one in the personal identification document/company documents. The name on the card can be different from the name in the personal identification document/company documents only if the name in the personal identification document/company documents is longer than 24 characters. In such a case a name abbreviated as necessary may be used. The Bank shall not be held liable for card acceptance if the name appearing on the card cannot be unambiguously matched to the name in the personal identification document/company documents.

EXPIRY OF A BANKCARD

- II.3. The expiry date of the Bankcard is shown in a month/year format. The Bankcard is valid until 24:00 on the last day of the month of expiry, Hungarian time; however, if the Bankcard is renewed, the Bank reserves the right to block/restrict the use of the Bankcard that is due to become invalid, upon the activation of the renewed card. The validity periods of the different types of Bankcards are contained in the prevailing Announcement.

APPLYING FOR A BANKCARD, CONTRACTING

II.4. For retail bankcards:

In the case of a retail bank account agreement an application for a Bankcard (except for a digital Bankcard) individually, even on behalf of a third party Card Holder.

In the case of agreements concluded after 5th October 2018, the Account Holder or the Secondary Account Holder may initiate an application for a Bankcard individually for themselves, however, the Account Holder and the Secondary Account Holder may only initiate an application for a Bankcard together for a third party Card Holder,.

For business bankcards:

The Account Holder or Representative can apply for a Bankcard for themselves or for a third party individually.

For all types of debit bankcards:

The conclusion of a bank card agreement and applications for a bank card are strictly subject to client identification. More than one type of card may requested for the same bank account, and, within the same type of card, bank cards can be requested for more than one Card Holder, unless stipulated otherwise in the Bankcard Agreement or the Announcement. A single Card Holder can have only one Bankcard of a particular type to be issued to him/her for a single bank account. Where several types of Bankcards are applied for, the Account Holder must acknowledge and accept the respective terms of issue as published in the Bank's Announcement for each type of card.

For any type of credit card:

Credit card agreements and credit card applications are strictly subject to client identification. Only one type of credit card may be requested for each credit card account for Card Holders.

- II.5. If the Bankcard application is not submitted in person in the Bank by the Account Holder/Card Holder or their registered Representative, the right of representation of the individual acting on behalf of the Account Holder/Card Holder must be confirmed by a formal document, a private document with full probative force or a with a lawyer's authorisation. The authorisation must contain the details of the authorising Account Holder(s) and the authorised representative, the bank account to which the authorisation pertains, and the subject and scope of the authorisation. The Bank accepts an authorisation issued abroad only if it is certified. Certification may be carried out by the Hungarian Consulate in the country where the document is issued, or by issuing an Apostille in accordance with the Hague Convention (promulgated by Legislative Decree No. 11 of 1973 on the waiver of diplomatic or consular authentication (supersession of authentication) of public documents used abroad, announced in the Hague on 5 October 1961)).
- II.6. Any agreement with a client with impaired vision or with an illiterate client must be concluded before two witnesses. Note that the use of Bankcards by such clients carries a greater-than-usual risk.
- II.7. When applying for a debit card, the Account Holder must deposit a minimum amount (if it is an application condition) as per the Bank's relevant Announcement to the account for which the card is to be issued pursuant to the relevant Announcement.
- II.8. Without prejudice to its other rights granted in the Agreement, the Bank has the right to set off an amount

published in the Announcement or determined individually by the Bank from the balance on the Account Holder's bank account, and block it as security deposit, at the time when the Bank issues the bank card. The security deposit amount will serve as a pledge throughout the validity of the Bankcard (including any extensions or modifications), until the date of the final settlement.

- II.9. The Bank shall be entitled to conduct a bank assessment of the Account Holder's financial standing using the data provided in the application form prior to issuing the bank card, at intervals determined at its discretion. The Bank has the right to verify the authentic nature of the data provided by the Account Holder by requesting documents (in particular: signature specimen, employer's certificate, etc.). The Bank reserves the right to make an ad hoc offer for a credit card agreement subject to unique conditions other than those set out in the Announcement, or to reject a credit card application without providing any reason.
- II.10. Unless otherwise provided for in a custom-made client agreement, any order relating to bankcards may be submitted in any branch or through electronic channels specified in the relevant contracting terms and conditions. The Bank publishes the electronic channels through which it accepts payment orders and their authentication level in the Account Announcement.
- II.11. If the Bank signs the Bankcard Agreement, it has the card produced within fifteen (15) banking days of receiving the client's application for a Bankcard.
- II.12. Bankcard (credit card) applications and the conclusion of the agreement may take place as stipulated in the Account Announcement.

III. HANDING OVER AND RECEIVING THE BANKCARD, ACTIVATION

MAILING BANKCARDS

- III.1. In the absence of any other provision stipulated by the Account Holder, or otherwise in the existence of an exclusion condition set by the Bank, the credit card produced will be delivered by mail, in a sealed envelope, as plain, non-recorded mail:
 - a) **in case of retail bankcards** to the Card Holder's client-level domestic mailing address or mailing address in a country specified in the Announcement as recorded in the Bank's systems (box office can also be provided); or, if such address is not specified, then to the Card Holder's client-level domestic residential address or residential address in a country specified in the Announcement. If neither of these addresses have been registered, then to the client-level domestic permanent residential address or residential address in a country specified in the Announcement. In case the client has none of the addresses described above, the bankcard will be sent to the assigned card branch.
 - b) **in case of business cards**, as per the account holder's instruction
 - the Bankcard shall be sent to the domestic client-level mailing address or mailing address in a country specified in the Announcement of the Account Holder legal entity and recorded as such in the Bank's systems (a post box address may also be provided), or to its domestic registered office or registered office in a country specified in the Announcement, if no such mailing address has been recorded.
 - or to the Card Holder's domestic client-level notification address recorded for the Card Holder in the Bank's system, or to the notification address in the country specified in the Announcement (a

post box address may also be provided) or, if neither are specified, to the Client's domestic client-level address or to the residential address in a country specified in the Announcement, or, if neither are specified, to the client-level permanent domestic address or permanent address in the country specified in the Announcement.

In case the Card Holder has none of the addresses stipulated above, the Bankcard will be sent to the assigned card branch.

The Bankcard shall be handed over, upon the Account Holder's request to this end, during the till's opening hours in the card branch specialised in serving clients and chosen by the Account Holder. In case of branches without a till, the Bank may limit the Bankcard delivery service. In case the Bankcard is handed over in one of the Bank's branches, the Bank shall be entitled to charging a storage fee ("bankcard safeguarding fee") as specified in the Announcement.

- III.2. The Bank shall mail Bankcards only to addresses within the territory of Hungary or to an address located in a country specified in the Announcement in compliance with Section III.1. above. Regarding Card Holders with a client-level mailing address in another country, if such foreign country is not listed in the Announcement or in case of clients without a valid residential address or mailing address, the Bank shall automatically have the Bankcard sent to the Card Branch.
- III.3. If requested in writing by the Account Holder, the Bank shall facilitate the express delivery of a Bankcard to a foreign address, in the following cases:
 - a) if the card is a replacement card for a blocked bankcard,
 - b) in case a new card has been applied for, and the bankcard agreement had been concluded in the bank branch before the order to dispatch the card was set up
 - c) in case the card was issued in response to a request to issue a replacement card before the expiry date of the old one
 - d) in cases where the card is renewed before the expiry date

When the bankcard is dispatched abroad by a delivery company, the Account Holder must pay the cost set out in the operator's current list of rates, which is debited by the Bank to the bank account linked to the Bankcard with the amount specified in the courier company's invoice.
- III.4. If the Bankcard is delivered by post, the Bank shall not send a postal notification on the fact that the Bankcard has been produced.
- III.5. If the Account Holder requested that the Bankcard be delivered to a branch, the Bank shall inform the Card Holder (in the case of retail Bankcards) or the Account Holder (in the case of business Bankcards) by mail and, if possible, also by electronic message (push notification or SMS) that the Bankcard has been produced. The letter is then sent by post to the Card Holder or the Account Holder similarly to the way bankcards are delivered by mail pursuant to Section III.1. above.
- III.6. The Bank shall use the addresses in force at the time of processing the credit card application as per Section III.1 as both the notification address and the credit card's mailing address. The notification address shall be the same as the Account Holder's/Cardholder's permanent address, or the Account Holder's registered office in the case of business cards, unless specified otherwise. In the event of an unannounced change of the notification address or a change of the notification address during the production process, the Bank shall not be liable for any non-performance or resulting damages.

MANAGEMENT OF RETURNED BANKCARDS

- III.7. Should the delivery of the Bankcard to the Card Holder fail for any reason whatsoever, and, as a result, the envelope be returned to the Bank, it shall be forwarded to the card branch the card is linked to. In such a case, the Bank shall be entitled to forward any additional Bankcard orders or Bankcard orders in progress to the card branch to which the card is linked, until the address is clarified with the Account Holder. Unsuccessfully delivered cards that have been returned to the Bank may only be collected from a bank branch. If the Bankcard is returned to the Bank in a damaged condition, then, in addition to the above, the Bank shall block the Bankcard thus received and shall order a free replacement card.

COLLECTING THE BANKCARD FROM A BRANCH

- III.8. If a **retail debit card** is sent to the branch by post, the following persons shall be considered as authorised to pick up the card:

- a) Card Holder (person authorised to use the bankcard)
- b) Account Holder or Secondary Account Holder
- c) A permanent proxy authorised to dispose of the account independently, with full disposal rights
- d) An ad hoc proxy specifically authorised by the Account Holder to pick up the credit card

An Account Holder with diminished capacity is only authorised to collect the bankcard in person, or via a person specifically authorised with an ad hoc authorisation for the collection of the bankcard.

The bankcard of a minor below the legal age may be released to the legal guardian, or the person holding a special power of attorney granted by the legal guardian.

- III.9. If a **business debit card** is sent to the branch by post, the following persons shall be considered as authorised to pick up the card:

- a) Card Holder (person authorised to use the bankcard)
- b) Account Holder
- c) The individual disposing of the account independently
- d) The card can be handed out to a proxy specifically authorised to pick up the Bankcard or to a person authorised to use the bankcard (Card Holder).

Any ad hoc authorisation for the collection of a business bankcard is accepted by the Bank only from the Account Holder, or a Representative.

- III.10. The following persons shall be considered as authorised to pick up **retail credit cards**:

- a) Card Holder (person authorised to use the bankcard)
- b) Account Holder,
- c) A proxy specifically authorised by the Account Holder to pick up the credit card.

- III.11 If the Bankcard is collected in the branch on the instructions of the Account Holder, then following the receipt of the Bankcard in the branch, the Bank shall reset the default delivery method of the Bankcard to regular mail, and, unless instructed otherwise by the Account Holder, shall arrange for the debit card to be sent as described under Section III.1.

AUTHORISATION, SINGLE AUTHORISATION

- III.12. The one-off authorisation for collecting any Bankcard linked to the given bank account may be granted by one of the following:

- a) For retail debit cards, the Account Holder or Secondary Account Holder and, in relation to his/her own cards, the Card Holder
- b) In the case of retail credit cards, the Account Holder or, in relation to his/her own card, the Card

Holder

- c) In the case of a business debit card, the Account Holder, the Representative or, in relation to his/her own card, the Card Holder.

- III.13. A standing authorisation for disposal of the account excludes the right to collect a credit card issued for a credit card account, to amend or terminate the agreement, or to modify the parameters (especially daily bankcard limits, internet security code, password settings) of debit cards.
- III.14. The Account Holder shall assume responsibility for the authenticity of the authorisation, the correspondence of the signature on the card with the signature on the Bankcard Agreement form, as well as the delivery of the undamaged Bankcard to the Card Holder. Ad hoc authorizations for collecting Bankcards may only be granted to persons with full legal capacity.
- III.15. Upon receipt of the card, the Card Holder shall verify the data on the Bankcard and then sign it on the signature strip on the back of the Bankcard, in case there is a signature strip on the Bankcard. In cases where a signature strip is available on the Bankcard, the Bank shall not be held liable for any loss arising from the failure to sign the card or any deviation of the signature from that shown on the card. The proxy authorised to collect the Bankcard and the Account Holder, if he/she is not the Card Holder, shall not be entitled to sign the Bankcard. The Bankcard must be signed by the Card Holder in all cases.

ACTIVATION OF BANKCARDS

- III.16. The Bankcard is inactive (not active) when it is delivered/mailed to the Card Holder, and therefore, it is limited in its functionality. After receiving the Bankcard, the Card Holder shall activate it as soon as possible, as advised by the Bank. The activation of bankcards can take place in one of the following ways:
- a) For retail and SME clients: via the TeleCenter (phone: {1/20/30/70} 335 3355), subject to the identification level stipulated in the relevant Account Management Announcement
 - b) For corporate clients via the Corporate Customer Service (phone: +36-1-468-7777), subject to the identification level stipulated in the relevant Account Management Announcement
 - c) Via the Bank's own online banking system (for clients with K&H mobile bank, K&H e-bank or Electra access), or
 - d) By performing an ATM transaction requiring the use of the PIN code (e.g. cash withdrawal, balance enquiry)
 - e) In person in any K&H branch.
- III.17. After the collection of the Bankcard, the Card Holder or, if the Card Holder is a minor below the legal age, his/her legal guardian shall be responsible for the safe-keeping and proper and lawful use of the Bankcard. The Bank hereby draws the Card Holder's attention to his/her increased responsibility for the use of the Bankcard.

HANDLING OF NON-ACTIVATED CARDS

- III.18. The Bank shall not be held liable for any loss (especially for a shorter useful life of the Bankcard) resulting from a failure of the Card Holder to pick up the card, or activate or digitise a Bankcard delivered by post. The Bank shall invalidate any cards not activated/digitised or not picked up
- a) in case of new card applications, after 90 calendar days from the date of the card application,
 - b) in case of a replacement card issued in the place of a blocked or faulty card, after 90 calendar days from the replacement of the card,

c) in case of a renewed card, 45 calendar days from the card's expiry date.

The Bankcard Agreement shall also cease to exist if the Account Holder/Card Holder does not inform the Bank that they are unable to arrange for the activation or digitisation of the card within the above advised time limit.

In order to protect Card Holders and prevent any potential unauthorised card use, the Bank may withdraw cancelled, expired or blocked cards.

GENERAL RULES OF CONDUCT

- III.19. Bankcards cannot be transferred, pledged or placed as a security deposit. Any transferring, pledging or depositing of a bankcard, and any modification to the external features of the bankcard constitute a material breach of agreement and shall be treated accordingly. Bankcards are the Bank's property, and the Card Holder only has the right to use them in the correct way.
- III.20. General rules of conduct, safety measures and responsibility expected of Card Holders:
- a) The Account Holder shall exhibit reasonably expected behaviour in order to keep his Bankcard (in case of a digital bankcard, this provision also extends to any mobile device or any other electronic device which has the digitised bankcard on it) and personal authentication data required for using the Bankcard (PIN code, Control Codes and other security data) safe, with special care taken to keep the Bankcard and the codes separate from each other and in a safe manner.
 - b) After Bankcard payments in person, the merchant must be requested to return the card immediately.
 - c) If an ATM transaction is initiated, care must be taken not to leave the Bankcard or the dispensed cash in the ATM, because the machine will withdraw them after a brief waiting period (see also Paragraph VIII.5.i)).
 - d) Bankcards must not be exposed to strong heat, direct sunlight or strong magnetic fields. The Account Holder shall bear the cost of card replacement on account of any such event.

LIMIT MODIFICATION

The modification of the daily bankcard usage limits may be completed in one of the following ways:

- a) Personally in any K&H branch,
- b) For retail and SME clients: by phone via TeleCenter (phone: {1/20/30/70} 335 3355), following proper authentication at the level stipulated in the relevant Account Announcement
- c) For corporate clients via the Corporate Customer Service (phone: +36-1-468-7777), following proper authentication at the level stipulated in the relevant Account Announcement
- d) Using the Bank's services applying electronic identification (for clients with K&H mobile bank, K&H e-bank or Electra access).

IV. DIGITAL BANKCARDS

- IV.1. Digital bankcards are always issued by the Bank for the bank account/credit card account to which the physical card in question is linked.
- IV.2. The possible uses of digital bankcards available at the Bank, their scope of applicability, the maximum number of digital bankcards available to a Card Holder and the types of digitizable bankcards are set out in the Announcement.

- IV.3. The image of a digital bankcard displayed in the mobile wallet does not contain all the data printed on

the physical bankcard, but the data that are displayed are the same as those on the physical bankcard. The image does not contain the special data of the digital bankcard.

- IV.4. The digital bankcard shows the month and year of its expiration in the same format as on the physical bankcard; however, the physical bankcard and the digital bankcard may have different expiry dates. The expiry date of digital bankcards is set out in the Announcement. The expiry date of a digital bankcard may not necessarily appear on the image of the digital bankcard.
- IV.5. Digital bankcards can be used for mobile payments immediately following their successful digitization, as they do not require activation. When digitising a card in a mobile wallet application running on a mobile device using an iOS or Android operating system or on another electronic device, the Bank may request the entry of a code confirming the digitisation request via K&H TeleCenter or SMS.
- IV.6. A digital bankcard may be cancelled by an irrevocable order given by the Card Holder or the Bank. The Card Holder may issue such an irrevocable order in a mobile wallet application running on a mobile device using an iOS or Android operating system or on another electronic device, or via K&H TeleCenter.
- IV.7. A digital bankcard may be suspended by a revocable order given by the Card Holder or the Bank. The Card Holder may issue such a revocable order in a mobile wallet application running on a mobile device using an iOS or Android operating system or on another electronic device, or via K&H TeleCenter.
- IV.8. The blocking, termination or cancellation of a physical bankcard will cause the digital bankcards linked to the physical bankcard to be cancelled irrevocably.
- IV.9. The physical bankcard on which the digitised bankcard is based may continue to be used after its digitisation in accordance with the original terms and conditions, until the expiry date indicated on the physical bankcard. The card holder shall continue to bear the risks associated with the possession and use of the physical bankcard.
- IV.10. There may be several digital bankcards linked to a physical bankcard, depending on the number of mobile devices.
- IV.11. The terms of use of the Partners operating the mobile wallet application may impose stricter conditions on the client's age in the context of digitization than those set by the Bank. The Bank shall not be liable for any damages resulting from such restrictions.

V. AUTHENTICATION DATA, PERSONAL IDENTIFICATION CODE (PIN CODE)

- V.1. When issuing a new bankcard or replacing a blocked bankcard, the Bank will provide the card holder with a PIN code, available only in digital form.
- V.2. The PIN code can only be requested in digital form via one of the following channels:
 - a) the Bank's banking services requiring electronic identification (K&H e-bank or K&H mobilbank);
 - b) via the e-card interface of the Bank's website (www.kh.hu); or
 - c) in person at any K&H bank branch.

In all channels, clients can only retrieve the PIN codes of bankcards issued in their own name.

In order to retrieve a PIN code via channels a) and b), an authentication phone number is required,

otherwise the function is not available.

- V.3. The Card Holder is entitled to change the PIN codes of their cards as many times as they wish, up until 45 days before the expiry date of the card in question, subject to a fee specified in the Announcement. PIN codes can be changed only at K&H ATMs where this function is available. The Bank is entitled to charge a fee for the use of this service as set out in the Announcement (PIN change charge) and to debit it to the account linked to the bankcard.
- V.4. The Card Holder is entitled to digitally retrieve the PIN codes of their bankcards in accordance with Section V.2.
- V.5. The card holder's failure to handle, retrieve or disclose a PIN code confidentially or with due care shall constitute a material breach of contract, and the resulting loss shall be borne by the Account Holder; the Bank shall accept no liability whatsoever therefor.

VI. SECONDARY BANKCARDS; BUSINESS BANKCARDS ISSUED TO ORGANISATIONS

- VI.1. Holders of secondary bankcards must use their cards strictly in accordance with the bankcard agreement.
- VI.2. The Bank issues business debit cards for the bank account or the Bankcard Account, depending on the Account Holder's or the Representative's choice. Only the Account Holder is entitled to allocate funds to the Bankcard Account by granting a Card Top-up Order or to give an order to allocate or return funds. The bankcard transactions that may be carried out with business debit cards and the persons authorised to carry out certain card transactions are set out in the Announcement for Corporate Clients.
- VI.3. If the Account Holder applies for an additional business bankcard during the term of the business bankcard agreement, the Bank reserves the right to determine the number of business bankcards to be issued to the Account Holder based on an individual assessment of the business bankcard application.
- VI.4. The Account Holder may stop the use of secondary bankcards and business bankcards by returning them to the Bank and terminating the relevant bankcard agreement. In the case of a jointly owned retail bank account, the Account Holder or the Secondary Account Holder may independently initiate the termination of the bankcard agreement for any bankcards issued for the account. If a bankcard is not returned, the Bank is entitled, based on the Account Holder's declaration, to proceed, at the Account Holder's risk and expense, in accordance with the rules of blocking. In the absence of a declaration by the Account Holder concerning the blocking of the bankcard, the risk arising from the Account Holder's failure to return the bankcard shall be fully borne by the Account Holder. The Account Holder may not make any claims or demands for reimbursement to the Bank for the continued use of the secondary bankcard or business bankcard.
- VI.5. The Account Holder must immediately notify the Card Holder of the termination of the bankcard agreement and of the notice forwarded to initiate the blocking of the business bankcard, and the damages and risks arising from the Account Holder's failure to do so shall be borne by the Account Holder.
- VI.6. The Account Holder is solely responsible for the persons for whom they request a secondary bankcard,

business bankcard or credit card.

VII. CREDIT CARDS

DEFINITIONS RELATED TO CREDIT CARDS

“Closing Date”: the end of the billing cycle, identical with the statement date. The closing date can move together with the billing cycle, depending on the number of public holidays.

“Billing Cycle”: the one-month period, for which the Bank prepares and sends an Account Statement to the credit card account holder. If the closing date would fall on a public holiday, the settlement date will be the first banking day following the specified statement date. The Billing Cycle is selected by the Account Holder when they file their credit card application, and the Billing Cycle options are set out in the Announcement. The Billing Cycle cannot be changed during the term of the credit card agreement.

“Payment Due Date”: the last day of the Grace Period by which the repayment must be made. The payment dates applicable to the various payment method are set out ~~in these GTCs~~ and in the applicable legislation. If the debt on the credit card account is not settled by direct debit from a K&H bank account, then the payment may have to be made 4 banking days earlier than the payment due date stated on the credit card statement.

“Available Credit Limit”: the amount of the Credit Limit available to the Card Holder(s) at any given time.

“Credit Limit Used”: the amount of the Credit Limit used at a given time. Credit Limit Used includes the transactions, fees, commissions, interest, charges and expenses made/incurred and settled by the Card Holder. Credit Limit Used does not include transactions already authorised but not yet settled at the end of the billing cycle (reserves) at the time when the credit card statement is drawn up.

“Drawdown”: the first transaction executed from the credit limit.

“Credit Card Account”: an account maintained in HUF, serving as the basis for credit card settlement, to which the Bank, under the bankcard agreement, charges the fees, costs and commissions specified in the Announcement following the activation or digitisation of the physical credit card (whichever occurs earlier). The interest at the settlement of each transaction at the end of the Billing Cycle, and in the event of late payment or overdraft, when it occurs.

“Credit Limit”: the amount set for the credit card account holder during the Bank's scoring process as financial cover for the transactions, fees, charges and interest charged to the credit card.

“Interest-free period”: the Bank grants the Account Holder an interest-free period for the purchase transactions specified in the Announcement, from the Value Date of each transaction until the Payment Due Date of the relevant Billing Cycle, provided that the Credit Limit Used - at least the exact amount of the total debt – is repaid in full by the Payment Due Date of the relevant Billing Cycle.

“Minimum Payment”: the amount calculated from the Credit Limit Used during the Billing Cycle according to the Announcement, which must be paid by the Payment Due Date, and which the Bank communicates to the Account Holder on the account statement.

“Annual Percentage Rate (APR)”: the internal rate of return at which the present value of the consumer's obligations (payment and fees), expressed as an annual percentage rate, equals the amount of credit disbursed by the creditor. In calculating the APR, the Bank takes into account the following items:

- a) all dues (interest, fees, commissions, charges, taxes) payable in connection with the Credit Limit Used;
- b) the cost, known to the Bank, of the ancillary services related to the Credit Limit, whose use is required by the Bank, including in particular
 - the costs associated with maintaining the account and using a non-cash payment instrument, and other costs associated with payment transactions (except if the client is not required by the Bank to maintain an account for the Loan Agreement in question, and its costs were stated clearly and separately in the agreement concluded with the Client);
 - the fee payable to the credit intermediary (if the amount is known to the Bank); and
 - the insurance and guarantee costs (excluding the cost of the property insurance required for the loan in the case of a mortgage).

In the calculation of the APR, no account shall be taken of any costs of prolongation, default interest, other payment obligations resulting from the non-performance of a contractual obligation, notarial fees, or, in the case of the Loan or any associated credit agreement, any fees paid by the Client for the purchase of goods or services in addition to their purchase price, irrespective of whether they are paid cash or by credit, as well as the costs associated with maintaining the account and using a non-cash payment instrument, and other costs associated with payment transactions (except if the client is not required by the Bank to maintain an account for the Loan Agreement in question, and its costs were stated clearly and separately in the agreement concluded with the Client).

The contractual terms taken into account in the APR calculation are the interest rate, the credit limit, the minimum monthly payment, the length of the grace period, and the first annual fee for the primary card. The APR is determined taking into account the conditions at the time and the provisions of the legislation in force, and it may be adjusted in the event of changes in the conditions. In the case of variable rate loans, the APR does not reflect the interest rate risk of the loan. The detailed rules for the calculation and the publication of the APR are set out in the relevant legislation (Government Decree No 83/2010 (25.III.)).

“Grace Period”: the 15-day period following the Billing Cycle. The Minimum Payment must be made by the last day of the Grace Period. The last day of the Grace Period may move together with the Closing Date, depending on the number of bank holidays.

- VII.1. Following the receipt of the Account Holder's application and the completion of a creditworthiness assessment, the Bank concludes a credit card agreement with the Account Holder, under which the Bank issues a credit card to the Account Holder and the Secondary Card Holder named by the Account Holder. In the event of any discrepancy between the provisions of these GCTC and the provisions of the credit card agreement on the same subject matter, the provisions of the credit card agreement shall prevail.
- VII.2. When the Bank issues a credit card to the Account Holder, it also opens a credit card account for them, on which it maintains the credit limit agreed in the credit card agreement. Only transactions carried out with the credit card can be charged to the credit card account. The Bank will accept instructions concerning the credit card account only from the Account Holder.
- VII.3. Monthly interest on credit cards is charged on a monthly basis (on the Closing Date, using the daily

interest calculation method). The interest conditions are set out in the Announcement.

- VII.4. If none of the credit cards linked to the credit card account have been collected or if, for any other reason, no active credit card has been linked to the credit card account for at least 30 calendar days from the date of opening the credit card account, the Bank is entitled to invalidate the credit cards in question and to terminate the credit card agreement and cancel the credit card account. If the credit card account in question is in arrears, the Account Holder must settle the debt immediately.
- VII.5. The Bank shall use the payments received on the credit card account to replenish the credit limit (loan repayment). Having been posted on the Account, these items will increase the amount that can be used with the credit card, provided that they exceed the sum of the payments or above it to be made on the day in question. Any funds paid in excess of the amount required to replenish the credit limit will be available on the credit card account, but their use shall not be governed by the provisions applicable to the credit limit itself, i.e. no interest may be charged on them. The amount of the repayment made at the same time when the overdraft is settled may be used from the calendar day following the date of the payment at the latest. Amounts received on a credit card in arrears may be used no later than on the date following the date on which they are credited on the credit card account, irrespective of the manner in which they were received.
- VII.6. The credit card may be used for transactions up to the credit limit or, in the event of overpayment, up to the amount available on the credit card account as a result of the overpayment. The Bank will check the current available balance during the authorisation procedure, and it will refuse to execute transactions that would result in exceeding the credit limit. If currency conversion is required, the Bank may authorise a transaction for an amount lower than the amount actually charged on the card as a result of the exchange rate difference. If the credit limit is exceeded as a result of such a transaction, or due to an unauthorised transaction, the Card Holder must pay an over-the-limit fee. If the credit card is used in excess of the credit limit, the Bank may impose the sanctions applicable in the event of insufficient funds. See Sections XII.1.-XII.2.
- VII.7. The Bank may, at its own discretion, approve or decline the Account Holder's request to modify their credit limit, while simultaneously notifying the Account Holder of the decision.
- VII.8. The Account Holder shall pay the Minimum Payment by the Payment Due Date. In the event of late or partial payment the Bank is entitled to impose a default charge as specified in the applicable Announcement and to increase the Credit Limit Used by this amount.
- VII.9. The Bank is entitled to restrict the use of the credit card if the Account Holder fails to pay the Minimum Payment on time in two consecutive Billing Periods or their payments do not reach the amount of the Minimum Payment. The Bank is entitled to restrict the use of the Credit Card until the amount of the Minimum Payment due is received on the Credit Card Account. If the Minimum Payment remains overdue for three consecutive Billing Periods, the Bank is entitled to impose the sanctions applicable in the event of default, and it may terminate the Credit Card Agreement with immediate effect.
- VII.11. The Bank will grant the Account Holder an interest-free period for the purchase transactions specified in the Announcement, from the Value Date of each transaction until the Payment Due Date of the relevant Billing Cycle, provided that the Credit Limit Used - at least the exact amount of the total debt – is repaid in full by the Payment Due Date of the relevant Billing Cycle. In the case of transactions classified as

non-purchase transactions according to the Announcement, and if the Account Holder fails to pay the amount of the Credit Limit Used plus the applicable charges in full or in part by the Payment Due Date, the Bank shall charge the transaction interest specified in the Announcement for all Transactions from their Value Date for the entire period of use, and add this amount to the Credit Limit Used, and it shall account for the payments received in the manner and order specified in the Credit Card Agreement.

- VII.12. Upon termination of the credit card agreement, the Account Holder shall pay default interest on the total amount of credit used. The default interest rate is set out in the Announcement. If the Announcement does not specify the default interest rate, it shall be determined in accordance with the applicable provisions of the Civil Code.
- VII.13. According to the retail credit card agreement, the Account Holder may settle all or part of the debts on their Credit Card Account in HUF in the ways described below, although payments received in other ways, in particular payments from non-account holders, will also be accounted for:
- a) by cash payment in a branch;
 - b) by regular or one-off transfer from another HUF bank account with K&H Bank;
 - c) by regular or one-off transfer from another HUF bank account with another Hungarian bank;
 - d) by direct debit from a HUF bank account with the Bank, up to the amount specified in the Announcement; or
 - e) in any other way indicated in the Announcement.
- VII.14. Debts on the Credit Card Account shall be settled in the following order:
- a) interest charged in the settlement periods;
 - b) fees, charges, commissions, cash withdrawals and purchases not repaid in previous settlement periods;
 - c) fees, charges and commissions charged in the settlement period;
 - d) cash withdrawals made in the settlement period; and
 - e) purchases made in the settlement period.
- VII.15. Debts accrued on the Credit Card Account will be considered settled on the date when a payment equivalent to the exact/full amount of the debt is credited to the Credit Card Account. In the case of late payments the items will be settled taking the late payments into account.
- VII.16. Account Holders must supply the data required for executing payment transactions accurately and clearly. In the absence of accurate and clear data, the Bank may refuse to execute the transaction. The Bank is not obliged to verify the correctness and accuracy of the data supplied by the Card Holder, and it shall not be liable for any damage or loss resulting therefrom.
- VII.17. The amount of the Credit Limit Used not paid by the Due Date will be treated by the Bank from the first day of the next Billing Cycle as a single sum, which will be added to the amount of the Credit Limit Used for the next Settlement Period.
- VII.18. If the amount of the Minimum Repayment falls short of the amount specified in the Announcement, no repayment is required in the month in question and the Available Credit Limit will remain available.
- VII.19. If the Account Holder is found to be in breach of a credit or loan agreement with the Bank and the Bank terminates the credit or loan agreement in question with immediate effect as a result, the Bank will also

be entitled to terminate the credit card agreement with immediate effect.

VII.20. If the Account Holder is a private individual client, they may:

- a) rescind the credit card agreement without justification within fourteen days from its conclusion, if no Disbursement has been made; or
- b) terminate the credit card agreement free of charge within fourteen days from its conclusion, if a Disbursement has already been made.

The right to rescind/terminate shall be deemed to have been exercised by any declaration submitted to the Bank by the Account Holder in person or delivered to the Bank, which clearly and expressly states the following:

- a. the Account Holder's intention to rescind/cancel the agreement;
- b. the Account Holder's name, place and date of birth, and mother's name;
- c. the credit card agreement number; and
- d. the Account Holder's signature.

The Bank is only obliged to accept a notice of rescission/cancellation if it was posted by the Account Holder or sent to the Bank in a verifiable manner specified in the GTC no later than on the last day of the deadline stipulated in a) and b) and it meets the requirements of GCTC in all other respects.

The rescission or termination will cancel the credit card agreement. The Bank shall not reimburse any fees paid by the Account Holder under the credit card agreement for services already rendered by the Bank or by a third party on behalf of the Bank.

The Account Holder shall repay to the Bank the principal of the credit limit used and the interest that may be charged under the credit card agreement from the date of drawdown to the date of repayment in accordance with the provisions of the GCTC, without undue delay, but no later than within 30 days of sending the notice of rescission/cancellation.

VII.21. Due to the nature of the account, no POD beneficiary can be named for the credit card account. If the Credit Card Account Holder dies, the Beneficiary shall have authority over the credit card account subject to presenting the original death certificate, and the original and valid grant of probate and certificate of inheritance to the Bank.

VII.22. The Beneficiary may only order the cancellation of the Credit Card Account and the settlement of its (positive or negative) balance.

if the balance of the Credit Card Account is positive (overpayment), the amount may be

- a.) paid out in cash (this service is not available in cashless branches);
- b.) transferred to a K&H bank account; or
- c.) transferred to a non-K&H HUF bank account.

if the balance of the Credit Card Account is negative (debt), the amount may be:

- a.) paid in cash (this service is not available in cashless branches);
- b.) transferred from a K&H bank account; or
- c.) transferred from a non-K&H HUF bank account.

VIII. USE OF BANKCARDS

VIII.1. The possible uses of digital bankcards available at the Bank, their scope of applicability, the maximum

number of digital bankcards available to a Card Holder and the types of digitizable bankcards are set out in the Announcement. The Bank shall not be liable for any violation of the provisions of the Announcement, and the Account Holder shall bear all legal consequences arising therefrom.

- VIII.2. By signing and accepting the terms and conditions of the bankcard agreement, the Card Holder acknowledges that they must not use their bankcard for any unlawful purposes, including paying for goods and services whose purchase is prohibited by law.
- VIII.3. In accordance with the provisions of these GCTC and the Card Agreement, the Bank shall:
- a) debit the bank account for card transactions (including card transaction requests from the various International Card Companies and member banks) and settle the related items upon receipt by the Bank; and
 - b) provide an account statement to the Account Holder, which shows the bankcard number; the date, amount, location of each transaction and the fees and charges associated therewith; and, in the event of foreign currency transactions, also the currency and value of each transaction, plus their currency and amount used in the settlement between the international card company and the Bank, and their value expressed in the currency of bank account and the credit limit together with the conversion rate applied by the Bank, in accordance with Section XIII. 2 of the GCTC.
- VIII.4. The Bank shall consider an order to have been pre-approved by the Account Holder if it was initiated electronically after proper authentication and subsequently approved, provided that the relevant document has been duly signed. The Bank shall accept liability for the execution of the various card transactions (authorisation requests, incorrect transactions, transaction cancellations, credits, etc.) after the receipt by the Bank of the data related thereto, provided electronically by the credit institution (company) in contract with the point of acceptance, operating the cash desk or the ATM, and the Card Holder may not revoke the payment order thereafter.
- VIII.5. The Bank shall not be liable for any damage caused to the Account Holder or the Card Holder by the following:
- a) The bankcard cannot be used for its intended purpose due to reasons beyond the Bank's control.
 - b) The International Card Company introduces a new provision or takes an action that affects the bankcard agreement.
 - c) The bankcard has been damaged.
 - d) The debit card may be used in accordance with the rules of the International Card Associations, in particular the provisions applicable to top-up or money transfer transactions (e.g. MoneySend, Money Transfer, Quasi Cash), at the risk and responsibility of the Account Holder or the Cardholder. The Bank shall not be liable for any additional costs and possible damages incurred by the Account Holder as a result of the restrictive provisions of the regulations of the International Card Associations or for any failed transactions resulting from the aforementioned restrictions. Furthermore, the Bank reserves the right to apply, at its business discretion, a more restrictive provision than the International Card Association's rules for balance top-up or money transfer transactions. The Bank shall not be liable for exceeding the bank card use limit if, based on the rules of procedure of an International Card Company, the transaction is verified and approved by the Point of Acceptance or the Card Company itself before its execution, and one or more transactions become overlimit only as a result of this.
 - e) The Bank shall not be liable for any damage suffered or incurred by the Card Holder as a result of

any error or omission on the part of a person or entity authorised to accept the bankcard under the rules of the Card Company, or as a result of their refusal to authorise a particular Transaction or to accept a Bankcard or PIN code.

- f) For any additional fees and charges imposed on the Card Holder by a merchant after the transaction.
- g) The Bank shall not be liable for any damage resulting from the bankcard having been withdrawn by the ATM (e.g. the card was not taken by the Card Holder after its return by the ATM so the ATM withdraws it after a time-out), if it is not the result of an error attributable to the Bank.

If the bankcard is sent by ordinary or priority mail, the Bank shall not be liable for any undelivered or incorrectly delivered letters, provided that the Bank has acted in accordance with the provisions of Section III.1 (Posting of the Bankcard) of the GCTC.

- VIII.6. Payment for goods and services is made at the point of sale. The Card Holder may have to enter their card PIN code on certain POS terminals or, in the case of transactions with a digital bankcard, their wallet PIN, in order for the card to be accepted. Cashback is not available on the card at points of sale, except for those with whom the Bank has concluded a contract expressly for the provision of this service, provided that the bankcard itself is cashback enabled.
- VIII.7. When paying with a physical or digital bankcard, in the case of contactless payment at the Card Holder's request, the point of sale will issue a card receipt containing the card details, the date and amount of the purchase, and the name of the point of sale, either manually or via the POS terminal. The card holder is entitled to a copy of the card statement as described above, and they must check its accuracy and keep it as the Bank may request it from the cardholder in the event of a complaint. Such receipts must be kept for three months.
- VIII.8. If a payment slip is issued, the person authorised to use the bankcard must check it. If the payment slip is correct and requires a signature, they must sign it; their signature must be identical with the signature on the bankcard in question. By signing the payment slip, the person authorised to use the bankcard acknowledges that the card was used as shown on the payment slip. The signature shall always be deemed to be that of the person authorised to use the card. If the point of acceptance requests the PIN code or, in the case of a digital card transaction, the wallet PIN in addition to or instead of the signature, then the payment slip shall be considered to have been signed. The Bank shall undertake to execute authorisation requests, incorrect transactions, transaction cancellations, credit entries, etc. upon receipt of the relevant supporting documents from the credit institution operating the cash desk or ATM under contract with the acceptance point.
- VIII.9. The point of sale may ask the person authorised to use the bankcard to present a personal identity document to identify them. If the identity of the person authorised to use the bankcard remains doubtful, the point of sale is entitled to retain the card.
- VIII.10. The Bank shall not be liable for the conduct of the point of sale during the card acceptance process, nor for the purchases made with the bankcard, and is therefore not a party to any dispute which may arise in connection with the service between the Account Holder or the person authorised to use the bankcard and the point of sale.
- VIII.11. The Bank shall not be liable for any damage incurred by the Card Holder as a result of the rejection of transactions by the point of acceptance.

PAYING WITH A PHYSICAL OR DIGITAL BANKCARD USING A POS TERMINAL

VIII.12. This transaction type can be used at points of acceptance displaying the logo shown on the bankcard, up to the balance available on the day or the daily spending limit set for the card, as many times as permitted by the daily transaction limit. For certain services (e.g. in hotels and at car rental companies) the amount stated on the charge receipt submitted electronically to the Bank by the point of acceptance may, due to the nature of such transactions, differ from the amount signed by the Card Holder on the payment slip (the amount actually debited may be equal to or less than the amount blocked), but the Bank will always debit the Account Holder's bank account with the amount of the charge receipt submitted by the point of acceptance. The merchant may retain the bankcard if instructed to do so by the POS terminal, in which case the bankcard cannot be returned to the Card Holder. The Bank shall not be liable for any goods or services purchased with the Card. The Bank shall not be party to any dispute that may arise between the Card Holder and the point of acceptance (merchant) in connection with the purchase.

CARD-NOT-PRESENT TRANSACTIONS

VIII.13. The following rules apply to card-not-present (CNP) transactions:

- a) CNP transactions are executed according to the rules set by the Acquiring Bank. For these types of transactions, the primary identifier is the card number, the expiry date and, in the vast majority of cases, the CVV2/CVC2 code on the back of the card.
- b) In the case of CNP transactions, the point of acceptance and its bank must not request the PIN code associated with the card. If the Card Holder nevertheless makes the PIN code available to the point of acceptance or its bank and the Account Holder suffers loss as a result, the Bank shall not be liable.
- c) Prior to making an online purchase, a telephone number and a password for purchases **to receive an Internet Security Code (3D Secure Code)** must be registered for the card, irrespective of whether the merchant uses the Internet Security Code Service (3D Secure service). If the merchant does not use the 3D Secure technology, the purchase does not require the provision of an Internet Security Code (3D Secure code) or strong customer authentication. The Internet Security Code (3D Secure Code) service is enabled and the service is active on all K&H bankcards by default. This setting cannot be deactivated; access to the service can be managed by changing the daily CNP transaction limit.
- d) In addition to the general identification data listed in the previous points, online purchases may also require strong customer authentication confirming the purchase transaction, irrespective of whether the card issuer uses the Internet Security Code service. When a purchase is initiated, a push notification is sent by the Bank to the mobile phone number provided by the card holder registered for the service, which was provided for the card the registration process or subsequent data modification.
- e) If a purchase is not being made using a POS terminal, the transaction may be carried out in accordance with the rules set by the point of acceptance and the acquiring bank they are in contract with. The point of acceptance may contact the Bank for authorisation through its acquiring bank. The Bank will authorise the execution of the transaction depending on the availability of funds.
- f) The type of bankcards that can be used for Internet purchases and the scope of their use are set out in the Announcement.
- g) Online bankcard payments are made by entering the required card and transaction details in the form displayed in the payment module of the website of the point of acceptance in question. Once these details have been provided, the merchant will accept or reject the payment. The Bank may,

- at its discretion, limit the acceptance of orders from certain points of acceptance.
- h) In the case of virtual card transactions carried out without the use of an Internet Security Code, the Bank shall not be liable for the identification of the Card Holder and the card, nor for the authenticity of the data provided online. The Bank shall not be liable for any orders or purchases made with the Bankcard. The Bank shall settle the transactions received without checking their legitimacy. The use of a virtual bankcard shall be deemed to be an order unauthorised by the Account Holder under Section VIII.4.
 - i) The types of bankcards that can be used for MO/TO purchases (mail order, telephone order, virtual card acceptance) and their scope of use are specified in the Announcement. MO/TO purchases shall be deemed to be orders not approved by the Account Holder under Section VIII.4.
 - j) only activated physical bankcards may be used for online purchases.

PURCHASES AT ATMS (MOBILE PHONE TOP-UPS AND UTILITY PAYMENTS)

VIII.14. Bankcards can be used for mobile phone top-ups and utility payments at ATMs enabled for this service to the service providers specified by the bank operating the ATM in question. Mobile phone top-ups and utility payments at ATMs modify the daily purchase limit and the daily transaction limit for the bankcard. The Bank shall not be liable for any damages resulting from an incorrectly entered telephone number or other identifier transmitted to the service provider on the ATM. The Bank shall not be a party to any dispute that may arise between the Card Holder and the service providers in connection with the purchase.

CASH WITHDRAWAL AT ATMS

VIII.15. The bankcard may be used to withdraw cash – upon entering its PIN code – at ATMs displaying the logo shown on the bankcard, depending on the available balance, the daily cash withdrawal (ATM and POS) limits and the daily (ATM and POS) transaction limits. The cash that may be withdrawn from an ATM at any one time and the frequency of withdrawals may be limited by the ATM operator. The Card Holder acknowledges that if they use their bankcard to withdraw cash from an ATM operated by the Bank or another bank, the daily limit set by the Bank or other banks may differ from the Card Holder's own daily cash withdrawal limit.

The ATM logs all transactions. The log serves as evidence of cash withdrawal until proven otherwise. The Card Holder may receive a slip for the cash withdrawal or other transaction as required by the bank operating the ATM. The Card Holder must check the accuracy of the receipt and keep it for three months. If the point of acceptance supports this service, the cash withdrawal slip will also show the current available balance. This service is available at the Bank's ATM network (which bear the K&H Bank logo).

VIII.16. The contactless symbol displayed on ATMs indicates that such ATMs are contactless-enabled. When carrying out an ATM transaction with a contactless card, the PIN code for the card always must be entered, regardless of the amount of the transaction.

CASH WITHDRAWAL AT NON-K&H POS TERMINALS

VIII.17. Bankcards may also be used to withdraw cash at cash desks of credit institutions and post offices displaying the logo, as well as at any other points of acceptance having signed a contract with a credit institution expressly for this purpose, depending on the available balance, the daily cash withdrawal (ATM and POS) limits and the daily (ATM and POS) transaction limits.

The maximum cash that can be withdrawn with a bankcard is determined by the credit institution or post office in question. The Bank shall not be liable for any claims arising from the limit set by the third-party credit institution or post office accepting the card.

When cash withdrawals are made, the staff of the credit institution, post office or point of acceptance are entitled to ask for other proof of identity. If there is any doubt regarding the identity of the person concerned, the credit institution or post office is entitled to notify the Bank of this fact and to retain the bankcard.

Transactions carried out at post offices using a bankcard (in particular, payment by postal cheque) are considered to be purchase transactions if the acquiring bank of the post office transmits the transaction to the issuing bank for settlement as a purchase transaction.

BALANCE CHECK AT ATMS AND NON-K&H POS TERMINALS

VIII.18. The Card Holder can check their available balance using their bankcard, provided that it offers this functionality, in ATMs and cashback enabled POS terminals at points of acceptance offering this service, and their balance can also be stated on their transaction receipt. After the transaction the Card Holder must verify the accuracy of the data on the receipt issued by the point of acceptance and keep the receipt. In balance checks by bankcard the Bank always provides the balance in HUF. If conversion is required, the exchange rate to be used is the Bank's FX I mid.-rate. The receipt must be kept for three months.

CHANGING PIN CODES AT ATMS

VIII.19. The Card Holder may change their four-digit personal identification code (PIN) provided by the Bank to the combination of any numbers at any ATM offering this service. The PIN code selected by the Card Holder must also consist of four digits. It is not recommended to change PIN codes to so-called weak PINs, such as one consisting of four identical digits ("1111", "9999", etc.), or consecutive numbers (e.g. 1234), or the date of the card holder's birthday.

DEPOSITING CASH AT ATMS TO A BANK ACCOUNT USING A BANKCARD LINKED THERETO

VIII.20. Cash may be deposited at ATMs offering this service and bearing the Bank's logo after inserting a bankcard and entering its PIN. Only valid banknotes may be deposited in this manner. A list of ATMs accepting cash deposits is available in the Bank's branches and on its website.

Deposits in HUF may be made to the live HUF or foreign currency bank account linked to the bankcard in question. The amount thus deposited will be credited to the bank account kept with the Bank. Cash deposits cannot be made with an expired or otherwise invalid bankcard. Cash deposits also cannot be made at ATMs to terminated, cancelled or blocked bank accounts, and the Bank shall not be liable for any delays or errors in settlement arising therefrom.

Such cash deposits are subject to a fee stated in the Announcement, which will be charged to the account linked to the bankcard when the deposit is made.

DEPOSITING CASH AT AN ATM USING A BANK ACCOUNT NUMBER

VIII.21. Cash may be deposited at ATMs offering this service and bearing the Bank's logo after inserting a bankcard and entering its PIN. Only valid banknotes may be deposited in this manner. A list of ATMs accepting cash deposits is available in the branches and on the Bank's website.

Cash may be deposited to a bank account held with the Bank and selected by the Card Holder at an ATM. Cash deposits cannot be made with an expired or otherwise invalid bankcard. Cash deposits also cannot be made at ATMs to terminated, cancelled or blocked bank accounts, and the Bank shall not be liable for any delays or errors in settlement arising therefrom.

A fee stated in the Announcement will be charged when the deposit is made.

In the case of cash deposited with a (retail or business) bankcard to a retail account, the applicable fee will be charged to the bank account linked to the bankcard, while in the case of cash deposited with a bankcard to a corporate account, it will be debited to the chosen corporate account.

SETTLEMENT OF CASH DEPOSITED AT ATMS

- VIII.22. Cash deposited at ATMs will be settled on the bank account in question automatically, and the deposited amount will be available immediately on the bank account linked to the bankcard or chosen by the Card Holder, provided that the transaction takes place before the deadline specified in the Announcement. In the event of a technical problem (e.g. system outage), however, the Bank reserves the right to credit the deposited amount later, once the error has been resolved, rather than immediately.
- VIII.23. The Bank is obliged to carry out deposit transactions executed on banking days before the deadline specified in the Announcement with a same-day value date, and to charge the applicable fee simultaneously.
- VIII.24. The types of bankcards suitable for this service and other terms and conditions applicable thereto (in particular the accepted denominations and the deposit charge) are set out in the relevant Announcement.
- VIII.25. Banknotes to be deposited at an ATM must be inserted into the ATM tidily, unfolded and without creases, without being wrapped or pinned together. If these rules are not complied with, the ATM may return the banknotes or it may get damaged due to improper use, the consequences of which shall be borne by the Card Holder.
- VIII.26. K&H ATMs accepting cash deposits accept only valid, genuine HUF banknotes; if other, foreign banknotes are inserted, they will be returned without being checked by the ATM in question.
- VIII.27. In the event of a technical error occurring during the transaction, a settlement obligation occurs between the Bank and the Card Holder, and legitimate claims shall be immediately due and payable to the other Party.
- VIII.28. Suspect or not clearly authenticated HUF banknotes will always be retained by the ATM, and they will be handled by the Bank in accordance with the regulations of the Hungarian National Bank.

DEPOSITING USING A BANKCARD THROUGH A K&H POS AT A CASHLESS K&H BRANCH

- VIII.29. Using this service, a deposit can be made with a bankcard via a K&H POS at personal customer points without cash service (cashless branches). The list of personal customer points concerned is set out in the chapter on cashless customer points of the currently effective Announcement on "Automated cashier branches". This announcement is available on the Bank's website.
- VIII.30. The service can be used with any K&H debit or credit card, as well as with any third-party bankcard within the settlement scope of bankcard acceptance provided by K&H Payment Services Ltd.
- VIII.31. A fee stated in the Announcement will be charged when the deposit is made.
- VIII.32. The Announcement sets out the rules pertaining to the settlement on the bank account of a deposit that has been made through a K&H POS at a cashless K&H branch.

VIII.33. If a deposit is made in this way to an FX account, the Bank shall apply the K&H FX I buy rate that is valid at the time of processing.

IX. AUTHORISATION OF THE USE OF BANKCARDS; FUNDING

- IX.1. The Bank publishes its bankcard limits in an Announcement. The Account Holder undertakes to keep the funds specified in the "Bankcard Application Criteria" section of the Announcement on their bank account until the Bank activates the bankcard. The Account Holder further agrees that the Card Holder may use the Card up to the balance of the Account available at any time, the daily purchase limit, the virtual (CNP) transaction limit and the cash withdrawal limit set out above. The Account Holder acknowledges that if they did not specify a cash withdrawal limit, purchase limit or virtual (CNP) transaction limit in their bankcard agreement, then the cash withdrawal limit, purchase limit or virtual (CNP) transaction limit specified in the bankcard Announcement will be available from the funds provided for the use of the Bankcard.
- IX.2. If a PIN is entered incorrectly three times in a row, the Bank will reject any bankcard transactions requiring the PIN that day; it will block the PIN and it may also retain the bankcard. The blocked PIN will be automatically reactivated after a maximum of 24 hours. In the case of K&H operated ATMs the Bank will decide at its discretion whether to block the bankcard or return it to the Card Holder. Non-K&H ATMs will always block and destroy the bankcard, so it cannot be returned. The Bank shall not be liable for any restrictions imposed by other acquiring banks.
- IX.3. The Bank authorises the use of bankcards based on authorisation requests received; it immediately reduces (reserves) the funds or the credit limit in question, linked to all the bankcards issued for the bank account, without verifying the eligibility of the entity requesting authorisation.
- IX.4. Funds directly available for the authorisation to use a bankcard:
- a) in the case of retail debit cards, the balance on demand available on the bank account;
 - b) in the case of retail credit cards, the available credit limit on the credit card account; and
 - c) in the case of business debit cards, the total on-demand balance of the bank account or the balance of the card account, depending on the Account Holder's decision.
- IX.5. The point of acceptance may refuse to accept a bankcard if:
- a) it is blacklisted by the International Card Company;
 - b) it is not live;
 - c) it is live (not cancelled, not banned) but not yet activated;
 - d) it has expired;
 - e) the signature panel on the back of the card does not contain the Card Holder's signature;
 - f) the signature panel on the back of the bankcard contains the Card Holder's signature, but this signature does not match the signature on the Card Holder's personal identification document;
 - g) it is visibly damaged, altered or has missing identification marks;
 - h) the Card Holder does not provide proof of identity by means of an identity document when requested by the point of acceptance;
 - i) it is suspected to have been used fraudulently.

X. FEES, CHARGES AND INTERESTS

FOR BANKCARD AND CREDIT CARD SERVICES

- X.1. The Bank publishes the fees, charges and commissions associated with the issue and use of bankcards and, in the case of credit cards, the fees and charges of the credit card account and their due dates, in an Announcement. In the case of extraordinary services not covered in the Announcement, the Bank shall charge the Account Holder for the costs actually incurred.
- X.2. The annual fee for the bankcard is payable for each year started. The first annual fee will be charged after the activation of the physical card or after its digitization (whichever occurs earlier), while annual fees will be subsequently charged in advance by the Bank for the following annual period in the month of expiry shown on the bankcard. The annual card fee will be charged by the Bank to the Account Holder's bank account. If the bankcard agreement gets terminated, the Bank will reimburse the Account Holder for the fee charged for the complete months remaining from the date of termination to the due date of the card fee. For bankcards related to Account Holders affected by the IT system development the fee charged for the calendar days remaining from the date of termination to the due date of the card fee will be reimbursed; for the purposes of the calculation, the Bank considers a calendar year to be 365 days.
- X.3. By submitting a bankcard application to the Bank, the Account Holder grants their consent to the Bank to debit their bank account with the payments and cash withdrawals made with the bankcard, as well as with any and all fees, charges, interest and commissions under the bankcard agreement concluded, after the activation of the physical bankcard or the digitization of the bankcard (whichever occurs earlier), without special instructions to that effect by the Account Holder.
- X.4. The Bank charges the fees, charges and commissions directly to the bank account or credit card account after the activation or digitization of the physical bankcard (whichever occurs earlier), or when the transaction type in question falls due, or when settling the various transactions or interests.
- X.5. The interest on the amount receivable on the Account Holder's Account is set out in the Announcement applicable to the Account.
- X.6. The Bank will publish the interest accrual date in these GCTCs and the method of interest calculation in the Announcement. The Bank defines the interest accrual date as:
- a) the Value Date of the transaction for cash withdrawals from K&H-operated ATMs and for the fees and charges associated with credit and debit cards;
 - b) for cash withdrawals at other bank branches located in Hungary or abroad and at ATMs operated by other banks in Hungary or abroad, and for any and all fees associated therewith, the Value Date of the transaction;
 - c) for transactions at Hungarian and foreign points of sale and for purchase-type transactions at Hungarian and foreign ATMs, and for any and all fees associated therewith, the Value Date of the transaction;
 - d) for cash deposits made at ATMs, the Value Date of the transaction.
- In the case of additional fees, charges and commissions incurred in connection with bankcards and credit card accounts, the interest accrual date shall be the date on which the Bank processes the relevant case-by-case charge.

XI. SETTLEMENT OF BANKCARD TRANSACTIONS

TRANSACTION SETTLEMENT

- XI.1. The Bank is entitled to debit the bank account or credit card account with all transactions performed using any type of bankcard issued to the Account Holder in compliance with the Announcement, without checking if such transactions were unauthorised or mistaken. The booking of cash withdrawal transactions performed by means of bankcards depends on the deadlines applied by international card associations and other credit institutions that may participate in the settlement. Due to such circumstances beyond its control, the Bank shall not take responsibility for debiting a transaction within the same month in which it was actually executed.

EXCHANGE RATES APPLIED TO DEBITING TRANSACTIONS, FEES AND COMMISSIONS

The following exchange rates will be applied for debiting Bankcard transactions, fees and commissions:

- XI.2. In the case of **domestic Bankcard transactions**, if the transaction is performed with a merchant contracted with an acquiring bank seated in Hungary, the transaction amount – regardless of the original currency of the transaction – is debited to the client's account:
- a) without conversion in the case of accounts held in the same currency as the transaction,
 - b) after conversion at the FX buy rate I. valid on the day of processing by the Bank, as officially communicated in the branches and on the website of the Bank in the case of accounts denominated in a currency different from that of the transaction.
- XI.3. In the case of **bankcard transactions carried out abroad**, if the transaction amount is forwarded to the Bank in a card association's settlement currency (the effective settlement currencies are set out in the Announcement), then the transaction amount is debited to the client's account as follows:
- a) in the case of accounts denominated in the original currency of the transaction, the original transaction amount is debited to the client's bank account without conversion,
 - b) without conversion in the case of accounts held in the settlement currency. However, if the exchange rate applied by the card association is different from that of the Bank, an exchange rate gap might occur. The Bank shall not be held liable for such exchange rate gaps,
 - c) in the case of HUF accounts, if the settlement currency is not HUF, the amount is converted at the FX sell rate I. valid on the day of processing by the Bank as officially communicated in the branches and on the website of the Bank,
 - d) in the case of FX accounts, if the settlement currency is HUF, the amount is converted at the FX buy rate I. valid on the day of processing by the Bank as officially communicated in the branches and on the website of the Bank,
 - e) in the case of FX accounts, if the settlement currency is not HUF and is different from the currency of the account, the amount will be converted using the Bank's foreign exchange cross rate formula valid on the day of processing by the Bank as communicated in the Announcement.
- XI.4. Pursuant to Regulation (EU) 2019/518, the Bank shall, for each Bankcard that was issued to a consumer Card Holder and that is linked to the same account, send to the Card Holder an electronic message (thus, in particular, a text message, so called push notification, etc.) without undue delay after the Card Holder makes a cash withdrawal transaction at an ATM or a payment transaction that is denominated in any EEA Member State's currency that is different from the currency of the account.
- XI.5. In the electronic message, the Bank provides information of the total currency conversion charges, expressed as a percentage mark-up over the latest available euro foreign exchange reference rate issued by the European Central Bank (ECB).

- XI.6. Notwithstanding Section XI.4. the Bank shall send such an electronic message once every month in which the Bank receives from the Card Holder a payment order denominated in the same currency.
- XI.7. The Bank shall send the electronic message in the form of a text message to the authenticated phone number of the Card Holder, or otherwise to his contact phone number.
- XI.8. Pursuant to Article 3a (5) of Regulation (EU) 2019/518, the Bank will not send such an electronic message to Card Holders not classifying as consumers.
- XI.9. The transaction fee, calculated in accordance with the Bank's Announcement, is debited to the client's account
- a) in the case of HUF accounts, without conversion, and
 - b) in the case of FX accounts, it is converted at the Bank's FX I. mid-rate and for bankcards related to Account Holders affected by the IT system development at the mid-rate of the MNB valid on the day of processing by the Bank as officially communicated in the branches and on the website of the Bank.
- XI.10. If the original currency of the transaction is HUF, the transaction fee, expressed as a percentage, is debited to the client's account
- a) in the case of HUF accounts, without conversion, and
 - b) in the case of FX accounts, it is converted at the Bank's FX I. mid-rate and for bankcards related to Account Holders affected by the IT system development at the mid-rate of the MNB valid on the day of processing by the Bank as officially communicated in the branches and on the website of the Bank.
- XI.11. In the case of a transaction in a currency other than HUF, the transaction fee, expressed as a percentage, will be calculated on the basis of the original transaction amount converted to HUF at the exchange rate of the card association.
- a) in case of HUF accounts, the fee calculated in the above way will be debited without conversion,
 - b) in case of FX accounts, the fee will be debited applying at the Bank's FX I. mid-rate and for bankcards related to Account Holders affected by the IT system development the mid-rate of the MNB valid on the day of processing by the Bank as officially communicated in the branches and on the website of the Bank.
- XI.12. In the case of making a forint deposit to an FX account when the transaction is initiated with a bankcard at an ATM:
- a) the transaction will be credited at the K&H FX I. sell rate valid on the transaction value date, as quoted first or, if the transaction is performed on a banking day before the deadline set out in the Announcement, at the FX I. sell rate valid at the time of performing the transaction
 - b) the transaction fee will be settled using the amount converted at the mid-rate of the MNB valid on the transaction value date, as quoted first or, if the transaction is performed on a banking day before the deadline set out in the Announcement, at the Bank's FX I. mid-rate and for bankcards related to Account Holders affected by the IT system development at the mid-rate of the MNB valid at the time of performing the transaction.
- XI.13. When using Dynamic Currency Conversion (DCC), the amounts of bankcard transactions executed abroad will be debited to the HUF account in HUF, without conversion.

EXCHANGE RATES APPLIED TO CREDITING BANKCARD OR BANKCARD-RELATED TRANSACTIONS

- XI.14. In the case of **domestic bankcard transactions**, if the transaction is performed with a merchant contracted with an acquiring bank seated in Hungary, the total/sub-total is credited to the client's account regardless of the original currency of the transaction
- without conversion if the account is held in the same currency as the transaction,
 - in the case of accounts kept in a currency other than that of the transaction: at the FX buy rate I. valid on the day of processing by the Bank as officially communicated in the branches and on the website of the Bank.
- XI.15. In the case of **bankcard transactions carried out abroad**, if the transaction amount is forwarded to the Bank in the card association's settlement currency (the effective settlement currencies are set out in the Announcement), the amount will be credited to the client's account
- without conversion if the account is kept in the settlement currency. However, if the exchange rate applied by the card association is different from that of the Bank, an exchange rate gap might occur. The Bank shall not be held liable for such exchange rate gaps,
 - in the case of HUF accounts, if the settlement currency is not HUF, the amount is converted at the FX sell rate I. valid on the day of processing by the Bank as officially communicated in the branches and on the website of the Bank, and is also published on the Bank's website as a percentage mark-up over the latest available euro FX rate issued by the European Central Bank (ECB),
 - in the case of FX accounts, if the settlement currency is HUF, the amount is converted at the FX buy rate I. valid on the day of processing by the Bank as officially communicated in the branches and on the website of the Bank,
 - in the case of FX accounts, if the currency of settlement is not HUF and is different from the currency of the account, the amount is converted using the Bank's foreign exchange cross rate formula valid on the day of processing by the Bank as communicated in the Announcement.
- XI.16. The total/sub-total of the transaction fee, calculated according to the Announcement, will be credited to the client's account
- in the case of HUF accounts, without conversion,
 - at the Bank's FX I. mid-rate and for bankcards related to Account Holders affected by the IT system development at the mid-rate of the MNB valid on the day of processing by the Bank as officially communicated in the branches and on the website of the Bank in the case of FX accounts
- XI.17. If the transaction's original currency is HUF, the total/sub-total of the transaction fee, set as a percentage, will be credited to the client's account as follows,
- in the case of HUF accounts, without conversion
 - at the Bank's FX I. mid-rate and for bankcards related to Account Holders affected by the IT system development at the mid-rate of the MNB valid on the day of processing by the Bank as officially communicated in the branches and on the website of the Bank in the case of FX accounts

CREDITS WITHOUT A TRANSACTION HISTORY THAT ARE LINKED TO BANKCARDS

- XI.18. If the amount to be credited is forwarded to the Bank in the card association's settlement currency (the effective settlement currencies are set out in the Announcement), the amount will be credited to the client's account
- without conversion if the account is kept in the settlement currency. However, if the card

association applies a different exchange rate from that of the Bank, an exchange rate gap might occur. The Bank shall not be held liable for such exchange rate gaps,

- b) in the case of HUF accounts, if the settlement currency is not HUF, the amount is converted at the FX buy rate I. valid on the day of processing by the Bank as officially communicated in the branches and on the website of the Bank,
- c) in the case of FX accounts, if the settlement currency is HUF, the amount is converted at the FX sell rate I. valid on the day of processing by the Bank as officially communicated in the branches and on the website of the Bank,
- d) in the case of FX accounts, if the settlement currency is not HUF and is different from the currency of the account, the amount will be converted using the Bank's foreign exchange cross rate formula valid on the day of processing by the Bank as communicated in the Announcement.

In the case of credits made without a prior transaction or non-deposit type transactions, the Bank is entitled to classify the item as suspicious, and therefore delay the settlement of the item by one banking day with the intent of examination. The Bank shall not be held liable for the resulting exchange rate gaps.

XII. UNAUTHORISED OVERDRAFT

- XII.1. The use of the debit or credit cards issued by the Bank in excess of the available limit of the underlying bank account or credit card account – also when overspending is done in mala fide or only attempted – will be considered a material breach of agreement. In such cases, the Bank will also restrict the use of the Bankcard until such time when funds amounting to its current claim have been credited to the account. The Account Holder must repay the amount of overdraft even if it is a result of some telecommunication or other system error or an erroneous balance statement.
- XII.2. Should the Account Holder fail to meet his settlement and payment obligations related to his bankcard latest by the deadline specified in the Account Statement issued concerning the settlement of Credit Card Transactions, the Bank shall be entitled to seek direct repayment from any of the Account Holder's accounts with the Bank without the Account Holder's authorisation but concurrently informing the Account Holder thereof, or – if such attempt fail – to seek legal remedy.
- XII.3. If the Account Holder has accumulated debts, over 30 days past due, to the Bank under any loan agreement and no sufficient cover is available for settling the debt in the Account Holder's accounts with the Bank, then the Bank will be entitled to restrict the use of the bankcard until such time when funds amounting to its current claim has been credited to the account.

XIII. ACCOUNT STATEMENTS, COMPLAINTS

CONTENTS AND POSTING OF ACCOUNT STATEMENTS

- XIII.1. The Account Statement issued by the Bank lists the details of transactions carried out with a bankcard/credit card, and it provides the data for identifying each banking transaction.
- XIII.2. The Bank informs the Account Holder of the items debited and credited to his bank account relating to bankcard transactions, along with the dates of such debits and credits, and about the account balance in account statements.

The rules pertaining to account statements related to Debit Cards are subject to the provisions of the payment account agreement entered into between the Parties, the general contracting terms and conditions for bank account, deposit account and term deposit products offered for resident and non-resident natural persons and the applicable legal regulations.

In the case of personal credit card agreements, Credit Card account statements are sent by the Bank to the Account Holder electronically on the e-bank platform if the Account Holder has a valid agreement on e-bank services, otherwise the Credit Card account statements are sent by the Bank to the Account Holder in paper. The Account Holder may any time request a paper-based Credit Card account statement.

- XIII.3. Paper-based Credit Card statements will be sent by the Bank to the Account Holder by post, to the mailing address specified by the Account Holder, unless otherwise agreed upon by the Parties. Only one mailing address may be provided for each bank account or credit card account, which must be different from the address of the Bank or any of its branches. The agreement concluded between the Account Holder and the Bank may offer an alternative method for sending such statements.

SUBMISSION OF COMPLAINTS RELATED TO BANKCARDS

- XIII.4. If the Account Holder disputes the validity of a transaction, then on the basis of the Account Holder's report the Bank will lodge a complaint with the international card association, without, however, guaranteeing the positive outcome of such a complaint procedure. In the complaint the Account Holder shall indicate the disputed amount and the presumed correct amount of the bankcard transaction, describe the cause of the complaint and attach all vouchers and other documents available to him to justify the claim. In the case of requests – submitted by the Account Holder and/or the Card Holder – for rectifying unapproved or approved but incorrectly executed payment transactions (unless the payment transaction was executed through Payment Initiation Service) the Bank shall be obliged to prove – by providing proof of authentication, if necessary – that the paying party approved the disputed payment transaction, the payment transaction was registered properly, and its execution was not hindered by any technical errors or malfunctions.
- XIII.5. In the case of requests for rectifying a payment transaction which was not approved, the bankcard / credit card use in itself will not prove that the Client used the card in a fraudulent manner, or breached the obligations set out in Section III.19 (a) or Section XIV.2 of these GCTC as a result of gross negligence or wilful misconduct. The Bank shall be required to provide proof of the infringement of the above obligations by gross negligence or wilful misconduct of the Client.
- XIII.6. In the case of executing an unapproved payment transaction the Bank shall repay to the paying party the amount of the unapproved payment transaction immediately after becoming aware or being informed of the transaction, but by the end of the following workday at the latest, and restore the payment account so that it would reflect the status before the debit, making sure that the value date of the credit is not later than the execution date of the unapproved payment transaction. The Bank is under no obligation to act as described above if the Bank reasonably suspects fraud under the given circumstances, and informs in writing the National Bank of Hungary as supervisory authority of the ground for suspicion within the deadline specified in the relevant law.
- XIII.7. A complaint procedure is justified in particular if the payment transaction was either not approved, or was approved but executed erroneously. If no complaint is filed with the Bank by the Account Holder in relation to the bankcard transactions, corroborated by the available evidence, until the last day of the month

following the settlement of the transaction – or in the case of consumers, within 13 months following the execution date of the payment transaction –, the Bank will consider the transactions, and the account balance stated in the account statement accepted by the client. The Bank and the Account Holder agree that for the purposes of evaluating a complaint or establishing whether it is founded, if there is difference between the ATM and/or POS slip submitted in conjunction with the complaint and the data retrieved from the systems of the Bank, the latter will prevail.

The Account Holder can lodge a complaint using any of the contact methods specified below:

- a) in person at any K&H branch;
- b) in a letter sent to the Bank's mailing address (K&H Bank Zrt., 1851 Budapest)
- c) in an email sent to the central email address of the Bank (bank@kh.hu)
- d) in the case of Retail and SME customers: by phone via the TeleCenter following ePIN identification (phone: {1/20/30/70} 335 3355)
- e) in the case of Corporate clients: via the Corporate Customer Service following ePIN identification (phone: +36-1-468-7777).

XIII.8. Complaints shall have no dilatory effect on the performance of obligations towards the Bank.

The Bank will investigate the merits of the Account Holder's complaint filed for any reason, and decide on the necessary measures at its own discretion. The Bank will investigate the complaint of the Account Holder, and inform the Account Holder in writing of the outcome of its investigation within the legally applicable deadline after receipt of the complaint. If that deadline cannot be met and the Client cannot be notified because of either the nature of the Service or the involvement of third parties (including especially, but not limited to, international card associations, other payment service providers, merchants or organisations pursuing outsourced activities) in providing the Service, the Bank will inform the Account Holder of the reasons for the delay in replying on the merits and the deadline for the final reply.

XIII.9. The detailed provisions of complaint handling are set out in the GTC. The rules and the deadlines of processing complaints submitted through the Bank's supervisory authority are governed by the relevant legal regulations.

XIII.10. While a complaint is being investigated, the Account Holder is not allowed to unilaterally terminate the bankcard agreement or credit card account agreement so that the amount disputed and credited in advance could be re-charged if necessary.

XIII.11. If the acquiring credit institution is not the Bank itself, the Bank will forward the Account Holder's complaint to the credit institution having a contract with the merchant, operating the ATM-operator or the cash till service, as appropriate, either directly or via the International Card Associations. If the complaint proves to be unfounded, the Bank shall be entitled to debit the previously credited amount to the Account Holder's account – provided that the Account Holder had consented thereto – as of the original date of the transaction. Fraudulent cash withdrawals and purchases, if reported to the National Bank of Hungary, will be exceptions to the above rule. In such cases, the Bank will only refund the disputed amount if the investigation has ruled out the responsibility of the Card Holder.

XIV. BLOCKING, SUSPENSION, LIFTING THE SUSPENSION OF A BANKCARD

XIV.1. The Bank may accept a blocking request from a person other than the Account Holder or the card holder if that person can provide satisfactory evidence that the account holder and/or the card holder are unable to do so. In such cases, the Bank shall not be held liable for any losses that the Account Holder and/or the card holder may suffer as a result of the blocking.

BLOCKING BANKCARDS

XIV.2. In order to have the card blocked, the Account Holder or the card holder must forthwith report to the Bank, or any other member bank of the International Card Association displaying on its premises the logo that appears on the card, the fact that:

- a) the bankcard is no longer in his possession (it has been lost, stolen, or retained by an ATM), or has not been obtained at all (the bankcard was lost in the post);
- b) the bankcard data or the related PIN or any other similar authentication, identification data required for its use have been obtained by an unauthorised third party;
- c) the bankcard has been used in an unauthorised manner or without approval for reasons listed in point a) above.

In the case of a digitised card, the above provisions apply to the mobile device or any other electronic device holding digitised bankcard as appropriate.

REPORTING CHANNELS FOR THE BLOCKING OF PHYSICAL BANKCARDS

XIV.3. Requests to block a bankcard can be made:

- a) by phone via the TeleCenter (phone: [1/20/30/70] 335 3355)
- b) by phone free of charge on a green number (phone: 06 80 414 243)
- c) by fax to the TeleCenter (phone: 460 5141)
- d) in person at any K&H branch;
- e) in an email sent to the central email address of the Bank (bank@kh.hu)
- f) via the Bank's banking services with electronic authentication (K&H e-bank or K&H mobile bank).

In cases a), b) and d) the Bank will not verify the reporting person's entitlement or authorisation for reporting, and further, the Bank will not be liable for any loss resulting from unauthorised blocking requests, such losses will be borne by the Account Holder.

When a request for blocking a card is made by phone, the Bank may also request data provided by the Account Holder in the bankcard agreement for identification purposes. All phone calls are recorded. The caller must unambiguously express his request for blocking the card and, if the request is made by the Account Holder, his willingness to bear the costs of production of the replacement card. Legally incapacitated minors may only initiate the blocking of their bankcards as per points a) and c) above.

REPORTING CHANNELS FOR THE BLOCKING OF DIGITAL BANKCARDS

XIV.4. Requests to block a bankcard can be made:

- g) by phone via the TeleCenter (phone: [1/20/30/70] 335 3355)
- h) by phone free of charge on a green number (phone: 06 80 414 243)

In cases a), b) and d) the Bank will not verify the reporting person's entitlement or authorisation for reporting, and further, the Bank will not be liable for any loss resulting from unauthorised blocking requests, such losses will be borne by the Account Holder.

When a request for blocking a card is made by phone, the Bank may also request data provided by the Account Holder in the bankcard agreement for identification purposes. All phone calls are recorded. The caller must unambiguously express his request for blocking the card and, if the request is made by the

Account Holder, his willingness to bear the costs of production of the replacement card.

DETAILS TO BE PROVIDED DURING THE BLOCKING OF BANKCARDS

- XIV.5. When requesting that a card be blocked, the following data must be supplied:
- a) the card number and/or the bank account number;
 - b) the card holder's data; and
 - c) if the bankcard has been lost or stolen, any relevant information regarding the circumstances, and the amount of the last transaction executed by the Card Holder;
 - d) the details of the person making the report, if other than the Card Holder.
- XIV.6. When a Bankcard is blocked due to theft or unauthorised use, the Bank may request the Card Holder to report the case to the police, and to attach a copy of the police record to the complaint, if any. In the case of certain additional services linked to the bankcard, the Bank will provide the services (pay compensation) only if such a police record has been presented.
- XIV.7. The Bank will take immediate action to fulfil a request for blocking a bankcard. From the moment a request for blocking a card is made, the Bank shall be liable for the risks and costs arising from any unauthorised use of that bankcard. The Bank shall be exempt from liability in cases specified in Section XV.3 above. The Bank's card blocking procedure is set out in the Bank's Announcement.
- XIV.8. For the purpose of deciding the issue of liability for risks, the time of the card blocking shall be determined based on the Hungarian local time, unless provided for otherwise.
- XIV.9. The blocking is permanent: a bankcard once requested to be blocked cannot be used again even if it is found. After a bankcard has been blocked, the attached co-branded functions (if any) and loyalty discounts cannot be used, either.
- XIV.10. If the Account Holder, the Card Holder or the Secondary Card Holder breaches these General Contracting Terms and Conditions or the provisions of the bankcard agreement, or provides false data, the Bank shall be entitled to block all the bankcards issued under the affected bankcard agreement.
- XIV.11. The Bank shall be entitled to suspend or block any bankcard in order to prevent any card fraud, or when it is suspected that the bankcard has been used in an unauthorised or fraudulent manner, or if deemed necessary for card safety. The Bank is also entitled to block a Credit Card if the risk that the Account Holder will be unable to settle his debt to the Bank significantly increases. With the aim of preventing card fraud, the Bank has the right to check the validity of any transaction with the card holder and/or the Account Holder or to reject any transactions. If a transaction is rejected in order to prevent fraud, the Bank will not be liable for damages resulting from the rejection of the transactions. Blocking a card is always free of charge.
- XIV.12. Upon the initiation of blocking by the Bank or a third party, and when the bankcard is suspended or the transaction was rejected, the Bank shall immediately inform the Card Holder about the fact of, and the reasons for such blocking, suspension or rejection, unless this poses a risk to the security of the Bank's operations. Such notification is made via a text message or a phone call to the client-level contact phone numbers of the Card Holder. In the event of a suspected fraud, the Bank will contact the Card Holder by SMS, telephone or in writing to clarify the issue, and will restrict the use of the

bankcard. If the Card Holder fails to respond to the Bank's written notification within 5 days of receipt, the Bank will block the bankcard.

BANKCARD SUSPENSION, LIFTING THE SUSPENSION

The card holder may arrange for the suspension or lifting the suspension of a bankcard only via the banking services with electronic identification (K&H e-bank or K&H mobile bank). A card may only be suspended for 90 days. If the card holder fails to ensure that the suspension of the card is lifted or that the card is blocked within this period, the card will be automatically blocked by the Bank.

XV. RULES OF LIABILITY AND INDEMNIFICATION

UNAPPROVED PAYMENT TRANSACTIONS

XV.1. As regards unapproved payment transactions made with the use of a bankcard stolen or otherwise no longer possessed by the Card Holder, or for any damage arising from the unauthorised use of the bankcard, the Card Holder shall be liable an amount equivalent to fifteen thousand forints before a request to block the card is made.

XV.2. The Card Holder shall not be liable even for this amount if

- a) the paying party could not have been aware of his bankcard being lost, stolen or used by an unauthorised person before the execution of the payment transaction;
- b) the loss was caused by an action or inaction of the Bank's employee, payment intermediary or branch office, or of a party carrying out activities outsourced by the Bank;
- c) no strong customer authentication has been required by the Bank;
- d) the damage was caused through a personalized procedure qualifying as 'non-cash means of payment' with the use of some information and communications technology device, or such non-cash means of payment were used without the personal safety elements, e.g., the personal identification number (PIN) or other codes, or
- e) the Bank has failed to ensure that a channel is available to the Card Holder or Account Holder free of charge and any other costs where he can report an unlawful card use or reactivate a card.

XV.3. The Bank is exempt from the liability specified in this Section if it proves that the damage arising from the unapproved payment transaction was caused by the fraudulent conduct of the Account Holder/Card Holder, or their intentional or grossly negligent breach of their obligations stipulated in Sections III.19. a) or XIV.2.

XV.4. Where a card transaction is initiated by or through the payee and the exact amount of the payment order is not known at the moment when the payer gives consent to execute the payment transaction (e.g. bookings made with bankcard for accommodation, rent-a-car, etc.), the paying party's payment service provider may block funds on the paying party's payment account only if the payer has approved the exact amount of the funds to be blocked. The Bank shall release the above block immediately after having received information about the exact amount of the payment transaction, or, at the latest, immediately after having received the payment order.

REFUND

XV.5. The Bank shall refund the amount of the payment transaction initiated by or through the payee and approved by the paying party if the paying party was unaware of the amount of the payment transaction at the time of the approval, and the amount of the payment transaction exceeded the amount that the

paying party could reasonably have expected under the circumstances. When deciding on the size of the reasonably expected amount the Bank takes into consideration the Card Holder's transaction history, the circumstances of the payment transaction and the terms and conditions of the existing agreements between the parties.

- XV.6. The paying party is not eligible for a refund if he gave his approval directly to the Bank, and the information regarding the future payment transaction was provided or made available in an agreed manner to the paying party twenty-eight days before the due date of the payment order by the Bank or the payee.
- XV.7. The Account Holder is entitled to submit a refund request in writing to his account manager branch, accompanied by the documentary evidence necessary for the assessment of the claim in merit. The Bank shall examine the refund request submitted and the underlying documents, and decide on the refund or the refusal of the claim.

The Account Holder is entitled to submit his refund request to the Bank within 56 days from the date of debiting the amount requested to be refunded. The obligor Account Holder shall provide reliable documentary evidence regarding the simultaneous existence of the following conditions:

- a) a statement by the Account Holder that the Account Holder was not and could not be aware of the amount on the Order at the time of its approval,
- b) a statement by the Account Holder that the given card transaction has been executed, with the underlying invoices and slips attached.
- c) a statement by the Account Holder that the amount requested to be refunded has not been refunded, set off or compensated by the payee to the benefit of the Account Holder.

The Bank shall decide on the completely submitted refund request within 10 working days, and during the process the Bank is entitled to request other documents and information, and examine all the circumstances of the case. In the event of a positive decision, the Bank will credit to the Account of the Account Holder the full amount of the payment order for which a refund was requested, on the 10th working day at the latest. The amount to be refunded equals the full amount of the executed payment transaction. The value date of the credit will be the same as the value date of the debit of the amount of the refunded payment order. If the Bank decides to reject the refund request, it will notify the Account Holder thereof in writing stating the reasons.

- XV.8. The Bank shall be entitled to debit the Account Holder's bank account with the amount of the refund, with the same value date as that of crediting the refund, if the Bank becomes aware that the service provider has already paid a compensation directly to the Account Holder.
- XV.9. Sections XV.5 – XV.7 are not applicable if the payee's payment service provider has its registered seat in a country that is not an EEA Member State.

XVI. ISSUANCE OF REPLACEMENT CARDS

- XVI.1. The Bank issues a replacement card at the request of the Account Holder, the Card Holder, the Representative or the Nominee in order to:
- a) **Replace a damaged card** or to replace a card because of a name change. In such cases, the replacement card will feature the same card number, expiry date (mm/yy) and Security Code as

the original one. The exception to this is, if the application for the replacement card was made within the 45th and 90th day before the date of expiry of the card, in which case the card will be renewed early. In this case, the expiry date (mm/yy) of the replacement card will be calculated by adding the validity period of the given type of card to the original expiry date, and the Security Code on the replacement card will also be different from the Security Code indicated on the original card. These replacement cards shall have the same PIN as before.

Replacement cards or early renewal cannot be ordered within 45 days of the date of expiry of a card. In this case, the new card will be produced in accordance with the rules of regular renewal. When applying for the replacement of a defective card, the defective card must be returned to the Bank. The new bankcard can be picked up in the card branch specified for such pick-up once all the outstanding debt related to the bankcard account and/or bankcard use has been paid.

- b) **Replace a blocked card.** In such cases, the replacement card will have a different card number than the original one, and its expiry date (mm/yy) will be calculated by adding the validity period of the given type of card to the date of the order for the new card, and further, the Security Code on the replacement card will also be different from the Security Code indicated on the original card. The renewed card shall have a new PIN assigned to it.

- XVI.2. The Bank after a request to block the bankcard – as the last step of blocking the bankcard or at a later time – provides a replacement card. If the blocking of the bankcard was requested by a third party not mentioned in Section XVI.1. the Bank will not issue a replacement card as the last step of the bankcard blocking process.
- XVI.3. In the event that the Card Holder, the Representative or the Nominee requests a replacement card, the consent of the Account Holder to debiting his account is considered to have been given in accordance with Section X.3.
- XVI.4. The Bank forwards the replacement card to the Card Holder according to the provisions applicable to the blocked card. If the bankcard is not replaced, the bankcard agreement is terminated on the expiry date of the blocked bankcard.

XVII. RENEWAL OF BANKCARDS

- XVII.1. Before the expiry of the bankcard, the Bank will automatically, without any special request, arrange for a new bankcard to be produced for a fee published in the Announcement, provided that the card issue requirements for the card issue determined by the Bank (the bankcard was not terminated or blocked) are still met, or unless the Account Holder, or the Card Holder with respect to his own bankcard, delivers a written instruction to the opposite effect at 45 days prior to the date of expiry.

If the renewed bankcard is requested to be delivered to a branch, it will be stored by the Bank for the period as set forth in its Announcement. If the renewed bankcard is delivered by post, the Card Holder needs to activate the bankcard within the same period. The bankcard will be destroyed after the expiration of such deadline, and the Bank will become entitled to terminate the bankcard agreement.

- XVII.2. If there are no instructions given to the contrary, the renewed bankcard shall be delivered to the Card Holder by post as included in Chapter III.

EARLY RENEWAL OF BANKCARDS

- XVII.3. The early renewal of a bankcard can be requested maximum within 3 months – but up to the 45th day – prior to the expiry of the bankcard, while the expiry date will be calculated by adding the validity period of the given type of card to (mm/yy) to the order processing date in accordance with the Announcement.

If the renewed bankcard is requested to be delivered to a branch, it will be stored by the Bank for the period defined in the Announcement, as written in Section III.17 of these GCTC. If the renewed bankcard is delivered by post, the Card Holder needs to activate the bankcard within the same period.

XVIII. CARD TRANSFER

XVIII.1. Card transfer is subject to the following conditions:

- a) The accounts involved in the transfer must be linked to the same client identification number, although they may be denominated in different currencies.
- b) Transfers may only be carried out between two retail bank accounts or between two business bank accounts.
- c) The prerequisite for starting the card transfer is that there are no blocked items on the account related to the transfer of bank cards.

XVIII.2. Special rules applicable to account-level card transfer:

- a) The Bank will perform the transfer simultaneously for all active bankcards that are linked to the bank account if the relevant technical conditions are fulfilled.
- b) The transfer takes 1 banking day to complete if the application is submitted to the Bank by 4:30 p.m. on the day of application, and 2 banking days if it is submitted after 4:30 p.m. on the said day, during which time the cards being transferred cannot be used.
- c) The prerequisite for starting the card transfer is that there are no blocked items on the account related to the transfer of bank cards.

XVIII.3. Special rules applicable to card-level (online) card transfer:

- a) The transfer is completed immediately for applications submitted to the Bank by 4:30 p.m.

XIX. MODIFICATION AND TERMINATION OF THE BANKCARD AGREEMENT

GENERAL RULES OF THE MODIFICATION OF AN AGREEMENT

XIX.1. The Bank has the right to supplement the provisions of the GCTC when a new or improved service or product is launched and to unilaterally amend the provisions of the effective GCTC and the terms and conditions set out in the Announcement due to, and in line with, any changes in legislation concerning or relevant to the activity or operating conditions of the Bank, in the provisions issued by the National Bank of Hungary or other regulatory provisions with binding effect upon the Bank, in the regulations of the international card associations, in the obligations to pay public charges, in mandatory reserve requirements, in the consumer price index, or in the procedures or operating processes of the Bank, and changes in the risks associated with the service.

XIX.2. Upon the discontinuation or alteration of a product or service, the Bank is entitled to provide an equivalent or higher level product/service to the Card Holder or Account Holder instead of the discontinued or altered product/service, by modifying the agreement unilaterally by means of publishing the modification in the Announcement pertaining to the given cards 2 months before discontinuing or altering the product or service.

XIX.3. The Bank shall display a notice of any modification unfavourable to the Account Holder/Card Holder in its branches and/ or on its website two months before the planned effective date of the modification,

except where a change in interest rates is prompted by a change in the reference rate, in which case the modification can be introduced with immediate effect and without the notification described below. In addition, upon any amendment to the bankcard agreement or these General Contracting Terms and Conditions or the Announcement, the Bank informs the Account Holder through the Account Statement. If the Account Holder does not accept the changes, he is entitled to terminate the bankcard agreement with the effect of the date when the amendment enters into force, without any fee, cost or other charges, but with the concurrent repayment of all debts by the day preceding the effective date of the amendment. (In such cases, the Bank blocks the relevant bankcard/bankcards). The amendment is deemed to be accepted unless the Account Holder notifies the Bank about rejecting such amendment before the planned effective date of the amendment. If the bankcard agreement is not terminated, the amendment come into effect with respect to the Account Holder.

- XIX.4. The Account Holder may give or refuse his consent to the amendment before the planned effective date of the amendment. If the consent is given, the amendment enters into force on the effective date planned by the Bank. Refusal of the amendment by the Account Holder will be considered as the termination of the Agreement with immediate effect. The Bank will inform the Account Holder about the termination of the Agreement upon the amendment of the General Contracting Terms and Conditions.
- XIX.5. When the purpose of the amendment to the General Contracting Terms and Conditions is to discontinue a particular service of the Bank, the Bank will settle accounts with the Account Holder, with special regard to the fees prepaid by the Account Holder. In such a case the Bank is entitled to the pro-rated fees for the services already provided.

MODIFICATION OF THE CREDIT CARD AGREEMENT OF CLIENTS CLASSIFIED AS CONSUMERS

- XIX.6. The reasons and conditions for unilateral amendments regarding the interests, fees and charges, and other terms and conditions of credit card loans are governed by the provisions of the General Contracting Terms and Conditions for Retail Loans as appropriate.

MODIFICATION OF THE BANKCARD AGREEMENT OF OTHER CLIENTS

- XIX.7. In addition to the reasons provided for above, in the case of credit card agreements signed with Account Holders not qualifying as consumers, the Bank shall also be entitled to unilaterally amend the provisions of the effective General Contracting Terms and Conditions and of the Announcement upon a change in the base rate or other interest rates of the MNB, or in the options and costs of obtaining financing from the money market, or in the risks associated with the customer.

TERMINATION OF THE BANKCARD AGREEMENT

- XIX.8. The parties conclude the agreement for an indefinite term. The bankcard agreement terminates:
- a) if terminated by the Account Holder (Secondary Account Holder) with immediate affect;
 - b) if terminated by the Bank with immediate effect;
 - c) on the last day of the notice period in the case of ordinary termination by the Bank;
 - d) with mutual consent, on the date specified by the Bank and the Account Holder (Secondary Account Holder);
 - e) when the bankcard expires, if the requirements for issuing a new one are not met;
 - f) if the bank account agreement terminates;
 - g) if the new, renewed or replaced bankcard has not been picked up/activated/digitised within the time period specified for storage/activation/digitisation, or there are no active cards linked to the bankcard agreement,

- h) upon the death of the Card Holder, when the Bank obtains credible evidence of his death.

ORDINARY TERMINATION OF THE BANKCARD AGREEMENT

XIX.9. The Account Holder shall be entitled to terminate the bankcard agreement in writing, with immediate effect and at any time without justification. The Account Holder can terminate the agreement personally in any branch, in written form sent by post (in a private document of full probative value or a notarized document) or via an authenticated electronic channel (e-bank, mobile bank, e-post, etc.) or by telephone via the TeleCenter.

If the Account Holder exercises his right of termination, sufficient funds as determined by the Bank for covering any expected further transactions as well as the costs, commissions and fees of such transactions must be available on the bank account linked to the bankcard. When terminating a credit card agreement, funds to cover any outstanding debts on the credit card account must also be available at the time of terminating the agreement at the latest.

The termination of the last active credit card linked to the credit card account or the termination of the credit card agreement will result in the termination of the credit card account as well. The credit card account will be terminated provided that it has neither a debit nor a credit balance, on the day following the termination of the last active credit card. If the bankcard is not surrendered to the Bank concurrently with the termination, the Bank will restrict the use of the bankcard after the notice of termination. The Client shall pay the Bank any amounts debited after the termination of the credit card account due to his previous card payments.

The Account Holder can terminate the agreement without incurring any fees, costs or charges after six months following the conclusion of the agreement. However, if the agreement is terminated by the Account Holder earlier, the Bank shall be entitled to receive from the Account Holder the sum specified in the Announcement. This amount shall become due and payable simultaneously with the termination. Such amount cannot exceed the actual and directly arising costs of the termination.

The Bank shall be entitled to terminate the bankcard agreement at any time without justification with a two-month written notice. The Bank will restrict the use of the bankcard during the notice period.

EXTRAORDINARY TERMINATION OF THE BANKCARD AGREEMENT (WITH IMMEDIATE EFFECT)

XIX.10. The Card Holder can terminate the bankcard agreement with immediate effect if the Bank breaches any of its material obligations laid down in the agreement or when the agreement provides for that. The Account Holder can terminate the agreement personally in any branch, in written form sent by post (in a private document of full probative value or a notarized document) or via an authenticated electronic channel (e-bank, mobile bank, e-post, etc.) or by telephone via the TeleCenter.

XIX.11. Events which entitle the Parties to terminate the Agreement with immediate effect – apart from those specified in applicable legal regulations (primarily but not exclusively in the Civil Code) and in the Agreement as such, or as a gross, material breach of agreement or a breach giving rise to immediate termination, or an event of default – include especially the following:

- a) The Bank shall be entitled to terminate the bankcard agreement with immediate effect if the Account Holder or the person entitled to use the bankcard commits a material or repeated breach of the Agreement or of any legal regulation that regulates the relationship between the Bank and the Client, or of any obligations stemming from them. The Account Holder and the person entitled to use the bankcard shall be jointly and severally liable for any loss resulting from the improper use of the bankcard. If the Bank terminates any of the bankcard agreements of the Account Holder due to a material breach of contract by the Account Holder or the Card Holder with immediate

effect, the Bank shall be entitled to terminate all the bankcard agreements of the Account Holder and the Card Holder with immediate effect due to such breach.

- b) The Bank shall be entitled to terminate the bankcard agreement with immediate effect if the Account Holder fails to meet his co-operation and information obligations stipulated by law (especially by the Civil Code and the regulations concerning money laundering),
- c) The Bank shall be entitled to terminate the bankcard agreement with immediate effect in the event that such external circumstances (force majeure) arise, beyond the Bank's control, as a result of which the Bank may not be expected to continue the contractual relationship, or which injure the Bank's business interests in any other way.

XIX.12. If the bankcard agreement is terminated for any reason, the Bank shall be entitled to prolong the underlying bank account and the separation of the security deposit by 30 calendar days in order to ensure sufficient funds for covering any item becoming due at a later time. The Account Holder's right of disposal takes effect on the 31st day.

XIX.13. The Account Holder must surrender the bankcards to the Bank if the bankcard agreement terminates or the card expires, otherwise the Bank is entitled to block the bankcard. If the bankcard agreement terminates, the co-branded functions (if any) cannot be used any longer. Any loss resulting from the failure to surrender the bankcard shall be borne by the Account Holder.

XIX.14. The Bank will settle accounts with the Account Holder upon the termination of the bankcard or credit card agreement the latest. The termination of the agreement does not annul the settlement and payment obligations of the Parties.

XIX.15. In order to have the Account Holder's debt towards the Bank arising from the bankcard and credit card agreement settled, the Bank is entitled to debit its claim, upon the due date, to any of the Account Holder's Accounts kept with the Bank, or have the claim set off in the Account Holder's claim from the Bank either based on another Account of the Account Holder or otherwise receivable from the Bank. If the debt is not settled in this way, the Bank will have the right by law to launch a litigation procedure, or later an enforcement procedure, for collecting its receivables, and all costs of such procedures shall be borne by the Account Holder.

XIX.16. Any credit balance available on the credit card account payable to the Account Holder at the time of the termination of the credit card agreement may be book transferred to a bank account the Account Holder kept with the Bank. If the Account Holder does not have any account with the Bank, he can collect the amount payable to him in any of the Bank's branches. Such amounts payable to the Account Holder do not bear any interest.

XIX.17. The credit card account linked to the credit card agreement shall not be closed as long as it has any debit or credit balance. After the termination of the credit card agreement the credit card account is turned into a technical account and used only to register any funds owed to or by the Bank.

BANKCARD AGREEMENT TERMINATION WITH ONE-OFF AUTHORISATION

XIX.18. The Account Holder – or in the case of a joint account, each Account Holder – may give individually a one-off authorisation for the termination of the Bankcard agreement. The Account Holder may give one-off authorisation for the termination of the Credit Card Agreement.

- XIX.19. Such authorisation may be granted on the Bank's form, or in a separate document, which may be in the form of a private document of full probative value, or a notarized document. The authorisation shall include the personal data of the Account Holder granting the proxy and those of the Proxy as well as the matter(s) covered by and the scope of the authorisation. The Bank shall accept authorisations issued abroad if they are re-authenticated in compliance with the applicable laws. Such re-authentication may take the form of counter-signature by a Hungarian lawyer, or a certificate from the Hungarian consulate in the country of issue, or by issuing a so-called Apostille if the country of issue is party to the Hague Convention (promulgated in Decree-Law No.11 of 1973). In the case of documents issued in a foreign language, the Bank shall have the right to request an official Hungarian translation.
- XIX.20. Should the Bank deem such authorisation ambiguous due to its format or content, or when the interpretation of its contents requires the perusal of further documents or the examination of the conditions included in the authorisation, the Bank shall have the right to refuse to take action on the basis of such authorisation.

XX. ADDITIONAL SERVICES LINKED TO BANKCARDS

- XX.1. The Bank may provide additional services linked to particular types of bankcards as published in the Announcement. The conditions of such services may be subject to contracts with third parties. In the absence of provisions to the contrary, such additional services shall be available from the day of their announcement. Additional services may include services other than basic bankcard services, especially insurance, assistance, etc.
- XX.2. In cases where the Bank offers an additional insurance service, it takes out a policy for the Card Holder, as the insured party, from the insurer identified in Announcement for the insurance coverage specified in the Announcement. A copy of the insurance terms shall constitute an annex to the bankcard agreement. The inception date of the insurance contract and the insurance period (cover), shall be the day specified in the relevant insurance terms. The Account Holder acknowledges the receipt of the insurance documents and agrees to the insurance terms by signing the forms of the bankcard agreement and the statement of joining the pool insurance or, if not present at the sale, by making a statement to that effect through the given channel. Any claim by the Card Holder under the insurance policy must be directed to and shall be enforceable solely against the insurer or its claim adjustment partner. All obligations arising from the insurance policy shall be met by the Card Holder alone, except for the payment of travel insurance premium, which is included in the annual fee.
- XX.3. The Bank provides an opportunity for emergency cash withdrawal through member banks of the International Card Association, against a fee defined in the Announcement. Such services shall be available to the card holder subject to the Account Holder's consent.
- XX.4. Emergency cash withdrawal abroad is an additional service published in the Announcement, whereby – upon an official request made by the centre of the relevant International Card Association or a report made by the Card Holder and through a member bank of the relevant International Card Association as the intermediary – the Bank enables the card holder to withdraw cash within 24 hours up to the current credit balance of the bank account minus the service fee of the bank account published in the Announcement when an international bankcard is lost or stolen abroad. Such cash withdrawal is based on the decision of the cardholder and subject to the Account Holder's consent. The Bank shall be entitled to limit the amount of cash withdrawal.

XXI. MISCELLANEOUS PROVISIONS

- XXI.1. By signing the bank account agreement and the bankcard agreement, the Account Holder and the Card Holder agree that, in accordance with the Financial Institutions Act, the Bank is entitled to disclose their data considered to be bank secret to the relevant International Card Association and the member bank thereof, the entities involved in the issue and distribution of the bankcard as well as to the Bank's contracted partners and – if an insurance cover is provided as an additional service – to the insurance company involved. The Bank's prevailing General Terms and Conditions of Business and the Announcement as effective from time to time contain a list of the institutions to which the Bank may disclose such data.
- XXI.2. The Bank sends written notifications to the Account Holder by post, to the client-level mailing address specified by the Account Holder. The Bank shall not be held liable for the failure of delivery or receipt of the notification and any loss resulting therefrom.
- XXI.3. The Account Holder acknowledges that, under the circumstances specified in the relevant legislation, the Bank shall be entitled to forward the defaulting Account Holder's personal and credit data to the central credit information system (KHR) which contains information about natural persons. That system is accessible exclusively to member companies of the system. For more details, see the General Terms and Conditions of Business.
- XXI.4. The Bank undertakes and by signing the Agreement, the Account Holder acknowledges that the Bank has handed over one copy of the Agreement to the Account Holder concurrently with the conclusion thereof. The Bank hereby informs the Account Holder that during the term of the Agreement, the Bank is obliged to make the contracting terms and conditions and the data specified in Article 10 of the Payment Services Act available at any time to the Account Holder, upon the Account Holder's request, either on paper or a durable medium.
- XXI.5. The language of liaison between the Parties shall be identical with the language of the agreement. However, if the agreement was concluded in a language other than Hungarian, English or German, then the language of liaison shall uniformly be English.
- XXI.6. The Parties attempt to settle their disputes amicably whereby they are entitled to initiate the involvement of a jointly selected expert or any other reconciliation forum with a view of an agreement. If the attempt at the amicable settlement of the dispute remains unsuccessful, the Account Holder can file a complaint as described below with the National Bank of Hungary or a court, pursuant to relevant legal regulations and the general provisions of the General Terms and Conditions of Business.
- XXI.7. Any issue not provided for in these General Contracting Terms and Conditions shall be governed by the Civil Code and the bankcard legislation (particularly the Payment Services Act). Should there be any discrepancy between the various documents governing the bankcard relationship between the Account Holder and the Bank, the following order shall be governing: the bankcard agreement, the Announcement, the General Contracting Terms and the Conditions and the General Terms and Conditions of Business. The terms of business applicable to the bankcard relationship are set out in the Announcement. To any other account-related terms and conditions, the general contracting terms and conditions and announcements relevant for corporate payment services and retail accounts shall apply.

XXI.8. The Bank's supervisory authority is as follows:

- a) Name: National Bank of Hungary
- b) Registered seat: 1054 Budapest, Szabadság tér 9.
- c) Office dealing with customer complaints: 1013 Budapest, Krisztina krt. 36.
- d) Phone number: (+36 80) 203 776
- e) Fax number: (+36 1) 489-9102