

## **K&H mobilguard application regulations**

These regulations and their annexes constitute the terms and conditions for using the K&H mobilguard application. Upon downloading K&H mobilguard Customer agrees the terms and conditions of K&H mobilguard .

### **Definitions**

#### **Virus Scan:**

the scan described in Article 2.2 of these regulations;

#### **Checks for secure mobile banking:**

the checks described in Article 2.3 of these regulations;

#### **Customer:**

Anyone who uses K&H mobilguard;

#### **K&H:**

K&H Bank Zrt.

#### **K&H Bank Zrt.:**

K&H Bank Zrt, with registered office at 1095 Budapest, Lechner Ödön fasor 9;

#### **K&H mobilguard app or K&H mobilguard:**

The full set of procedures giving access to the K&H mobilguard app services via Customer's own device and enabling the Customer to carry out a virus scan and certain checks for secure mobile banking on its own device.

#### **K&H client:**

a contracting party that, before downloading the app, has a client relationship at K&H Bank and has been identified by K&H Bank;

#### **Agreement:**

The K&H mobilguard agreement that enters into force upon downloading the application;

#### **Rooting, jailbreaking:**

An action enabling circumvention of a mobile device's security (jailbreaking applying to iPhones and rooting applying to Android or other smartphones) and allowing software to be loaded onto it that is not recognised or approved by the device's official distributor. As a result, the device is more susceptible to viruses and malware. Malware is software intended to harm or disable computer systems;

#### **Device:**

The smartphone that Customer installed the K&H mobilguard app on. Requirements for devices are given at <https://www.kh.hu/napi-penzugyek/elektronikus-szolgaltatasok/biztonsagos-bankolas>.

**The definitions may be used without distinction in the singular or plural form and regardless of the use or otherwise of capital letters**

## **Terms and conditions of use**

### **1. Access to K&H mobilguard – Availability**

#### **1.1 Access to K&H mobilguard application**

The K&H mobilguard app is activated once it has been downloaded from the Google Play store and upon its first being used.

#### **1.2 Availability of K&H mobilguard and disclaimer**

K&H mobilguard is supplied as is. K&H gives no warranty regarding its use or performance. K&H does not guarantee K&H mobilguard's fitness for purpose. K&H does not guarantee that K&H mobilguard is free from defects or interruptions. Defects or interruptions in the availability of K&H mobilguard do not entitle Customer to claim for damages, howsoever caused.

#### **1.3 New versions of K&H mobilguard**

K&H invests in technological development and will therefore regularly issue new versions of K&H mobilguard ('updates'). Customer will be notified of updates via the Google Play store, and be given a summary of the main changes.

In order to ensure effectiveness it is necessary to install each update as quickly as possible after it is offered. Once an update is installed, Customer can no longer use the previous version of K&H mobilguard.

### **2. K&H mobilguard services**

#### **2.1 General**

Customer can use K&H mobilguard to carry out a number of checks for secure mobile banking on your device and, in addition, a more-extensive virus scan. A K&H client, can use K&H mobilguard to report suspicious situations to K&H Telecentre. The substance of these services is further described below. Services 2.2 and 2.3 are started by selecting the 'start' button on the starting screen. All other services can be used by entering into the relevant option of the K&H mobilguard app.

#### **2.2 Virus scan**

The virus scan scans the apps installed on the device for viruses and malware.

The scan result shows whether, at that time of the scanning, viruses and malware are to be found in the apps installed on your device. After completing the scan, new

viruses or malware can invade your device. The virus scan does not offer any permanent protection and must be started up each time a scan is desired. K&H recommends carrying out the virus scan regularly, especially after installing new apps or updates.

After completing the virus scan, the Customer is informed on the security risks that have been found. The information constitutes a snapshot. K&H mobilguard application will, where possible and on request, offer a solution for disabling, removing or otherwise tackling the security risks that are found.

## **2.3 Checks for secure mobile banking**

### **2.3.1 Locking starting screen**

K&H mobilguard checks whether the device is secured with screen lock preventing unauthorized use.

### **2.3.2 Checking access by unofficial apps**

K&H mobilguard checks whether it is allowed that applications can be installed on the device other than via the official Google Play Store, which can expose the device to the risk of importing a virus.

### **2.3.3 Android security**

K&H mobilguard checks whether the device has been rooted. If it has, all the security settings that the supplier has incorporated could be disabled without the Customer's knowledge.

### **2.3.4 Access to text messages**

K&H mobilguard checks whether there are any apps installed that have access to the Customer's text messages. Smartphone viruses are often designed to intercept text messages or transmit messages for which the Customer has to pay.

As the result of the scanning K&H mobilguard lists the applications with SMS access except the applications which are already known, examined and declared safe by K&H mobilguard.

K&H mobilguard allows the user to set trusted apps as secure. These applications will still be listed, but if only secure applications are found, there will be no security alert (orange colour) at the end of the scanning. Any damages caused by this are the responsibility of the User.

## **2.4 K&H Telecenter**

This service is available only for K&H clients. If the Customer falls victim to fraud, Customer is advised to immediately call the phone number given in the app and notify K&H Bank, especially in those cases if:

- the device used for K&H mobilbanking has been lost or stolen;
- Customer's entered his/her banking details on a suspicious website;
- Customer's given banking details over the phone to an unknown person;
- transactions have occurred that was not initiated by the Customer;

### **3. Notifications – Information**

The result from K&H mobilguard consists of a green or an orange indicator. A green indicator shows that the Customer's device satisfies the user settings at that time of the scanning. An orange indicator shows that the device does not satisfy the verified setting at that time of the scanning. In case of an orange indicator, Customer can select an option that will give additional information.

### **4. K&H's liability**

The virus scan result and the checks for secure mobile banking give an indication of the device's state at the time the checks and scan were carried out. K&H does not guarantee the continual security of the device.

K&H does not provide technical support for K&H mobilguard. To the greatest extent allowed by law, K&H declines any liability for loss or damage, whether direct or indirect, resulting from or in any way connected with use of, or the inability to use, K&H mobilguard, even if Customer was not aware of the possibility of such loss or damage.

K&H declines liability for loss or damage due to the operation or defective security of the Customer's device or Internet connection.

### **5. Term and termination of the agreement**

The K&H mobilguard regulations applying without time limit. Customer may terminate use of K&H mobilguard at no charge and at any time by uninstalling the K&H mobilguard app. K&H is entitled to remove the K&H mobilguard app from the Google Play Store, and stop providing updates to it.

### **6. Amendment of the regulations and addition of new services**

K&H reserves the right to amend these regulations without the customer's agreement. If Customer disagrees with the changes, he may immediately terminate the agreement at no charge by uninstalling the K&H mobilguard app.

### **7. Charge**

K&H mobilguard is available to contracting parties free of charge. Contracting parties will themselves bear the costs of buying, installing and operating their device. They also pay the costs of access to the Internet.

### **8. Data processing and cookies**

#### **8.1 Processing of personal data**

With regard to the processing and exchange of personal data and client-related data, reference is made:

- (i) for K&H clients: the General Terms & Conditions, which contracting parties declare they have read and expressly accepted; and
- (ii) for all contracting parties: to the Data protection announcement of K&H Bank Zrt;

The documents referred to above may each be obtained from any bank branch and can be downloaded from the K&H website ([www.kh.hu](http://www.kh.hu))

## **8.2 Cookies and co.**

K&H mobilguard uses cookies and similar technology (collectively 'cookies') in order to provide the services described under 2. An example of such similar technology is software development kits (SDKs).

The cookies that K&H mobilguard uses are necessary for it to work. For instance, cookies are needed to check whether the Customer's device has a screen lock or to trace viruses and malware. If Customer refuses to allow cookies, K&H mobilguard will not work. If Customer does not agree, he must remove the K&H mobilguard app.

Further, general information about cookies can be found on the K&H website ([www.kh.hu](http://www.kh.hu)).

## **9. Intellectual property**

By downloading the K&H mobilguard application Customer recognises that K&H mobilguard, the underlying software, systems and procedures and the related documentation are protected by copyright, trademark (proprietary and service mark) rights or other intellectual property rights of K&H and its licensors. Customer will refrain from infringing these rights in any way. K&H confers on the Customer a limited, personal, non-assignable right to use K&H mobilguard exclusively in the manner laid down in these regulations and as expressly permitted by K&H. Customer agrees that he may not without the express, prior, written permission of K&H copy, reproduce, alter, process or translate K&H mobilguard, the underlying software, systems or procedures or the related documentation or create derivative works thereof or compile or otherwise modify or publicly disclose them. Any use of the trademarks, service marks or trading names without the express, written permission of K&H or the owner of the mark or name, insofar as applicable, is strictly prohibited.

## **10. Disputes**

### **10.1 Complaints handling**

Complaints concerning K&H mobilguard can be addressed to K&H complaint handling department in any of the branches or on [www.kh.hu/panaszkezeles](http://www.kh.hu/panaszkezeles).

### **10.2 Applicable law and jurisdiction**

These regulations are governed by Hungarian law. All disputes fall under the jurisdiction of the Hungarian courts.

### **10.3**

This regulation is effective from 13th April 2017.