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GENERAL CONTRACTING TERMS AND CONDITIONS

FOR BANKCARD AND CREDIT CARD SERVICES

Effective from: **20 January 2018**

These GCTC are amended pursuant to Section XIX.1 hereof due to the termination of the sale of the K&H Maestro mycard and the K&H Mastercard mycard.



a KBC csoport tagja

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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.

“Default card”: The Bankcard of the Cardholder that is selected from the Bankcards available in their Mobile Wallet for fast payment. In the case of multiple digital bankcards the default card can be changed at any time.

“Contactless indicator”: A logo on Maestro, MasterCard, Visa and Visa Electron Bankcards which indicates that the Bankcard is suitable for contactless payment.

“ATM (Automated Teller Machine)”: An electronic terminal 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 and purchase transactions (such as mobile phone top-ups, public utility bill payment). 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.

“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 having a size in accordance with ISO standards and carrying the Bank's logo and/or an international card company's logo, issued to the Cardholder at the request of the Account Holder. It is a cash substitute electronic payment device that can be used at POS terminals to pay for goods and services, withdraw cash or deposit cash. Bankcards issued by the Bank are the Bank's property. Bankcards are personalised. The Cardholder must be a natural person.

- a) An **electronic bankcard** is an unembossed 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 a embossed 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 cardholder 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 with 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 entity.
- d) A **credit card** is a bankcard with which the cardholder can make payments and withdraw cash up to available credit limit.
 - A **personal credit card** is a bankcard which the Bank issues with an underlying credit card account held by a natural person.
 - A **business credit card** - A bankcard which the Bank issues with an underlying credit card account held by a legal person or other entity.
- e) a **digital bankcard** is a digitally issued version of a physical Bankcard, which can be used for mobile payments with the K&H Mobile Wallet. 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 cards 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 an active K&H mobile bank application.

“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 by the Cardholder for his/her own card in case of a lower limit 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, but always 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 off-line 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 Account Holder for business purposes is available, except for enveloped deposits at ATMs.

“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 Cardholder by the point of acceptance – except when the Cardholder opts not to receive one about an ATM cash withdrawal.

“Card-not-present” transaction (CNP) or Virtual transaction: Virtual transaction type purchases of 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 Cardholder 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 Cardholder 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 Cardholder’s name as it is shown on the card, etc. This pool of data to be provided by the Cardholder is supplemented with the Online Security Code at the Point of Sale providing the code service.

“Co-branded functions”: Functions linked to Bankcards issued by the Bank together with another company (external partner) and generally displaying the logos of both parties on the product. Such functions may be the accumulation and redemption of points, discounts or refund at the designated points of sale after the transaction, etc.

“CVM (Cardholder Verification Method) control”: A PIN code or a signature is required for verifying the Cardholder’s identity.



“CVV2/CVC2 code”: A three-digit code printed next to the signature area on the back of a bankcard used in “Card-not-present transactions” if the point of acceptance 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 physical Bankcard. The Cardholder is entitled to digitalise any of their active personal and/or business Bankcards, providing that they have their own active K&H mobilbank application and have accepted the K&H mobilbank terms and conditions. The digitisation function is part of the mobile wallet function on the K&H mobilbank application, on devices supporting the service.

Dynamic Currency Conversion (DCC): A service provided by international card associations Visa International Inc and MasterCard International Inc, available at ATMs and POS terminals offering this service. When initiating a transaction, Cardholders may choose, from the options offered, which currency they want their card be charged. The transaction amount includes applicable transaction fees.

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

“Single 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 authorized. The amount of the single contactless transaction limit is specified in the prevailing Announcement.

“Transaction not exceeding the single contactless transaction limit”: A transaction whose amount does not exceed the purchase limit amount specified in the Announcement, therefore does not require the PIN code for transaction authorization. The Account Holder/Cardholder cannot modify this limit, and any transactions, including contactless payments, exceeding this limit amount can only be executed by entering the PIN code.

“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 a terminal capable of contactless card acceptance, activating thereby the card reader unit of the terminal. Successful payment is indicated with a sound and a flash of light.

“Electronic identification”: Using the unique electronic data assigned to the electronic payment means, the Bank and the terminal identify the client who has given the order.

“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 Cardholder 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”: Such an authorisation that is not followed immediately with an actual transaction. A pre-authorization is for the expected rather than the actual amount of a transaction. The expected amount of the transaction will be blocked on the account. Blocking does not mean debiting, it serves only as coverage for a future transaction. Blocking does not mean debiting, it serves only as a guarantee coverage until the actual payment amount is debited. The blocking can be released by the merchant where the blocking originated, either by completing the pre-authorization — resulting in the actual debiting of the transaction — or by requesting that the earlier pre-authorization be cancelled at the issuing bank via the acquiring bank, if, e.g., payment is not made with the bankcard that was used for the pre-authorisation. Typically pre-authorisations are processed by hotels, rent-a-car offices or travel agents.

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

“Pre-authorized-mobile payment”: the form of Mobile payment, during which the payment process is initiated by the Cardholder through the K&H mobilbank application. The K&H mobilbank application must be open in order to initiate a pre-authorized mobile payment. When the payment transaction is initiated, the exact transaction total is not known by the Cardholder in advance. For the pre-approval of the payment transaction the PIN must be provided for the wallet attached to the K&H mobile wallet. The actual approval of the payment transaction with the transaction total is completed with the touch of the mobile device, unlocked with the wallet PIN, to the POS terminal.

“Approval (authorization) process”: A message sent by the issuer Bank or its agent to the point of sale, whereby, based on the authorization request, it either authorises or refuses the transaction.

“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 a terminal capable of contactless card acceptance, activating thereby the card reader unit of the terminal. Successful payment is indicated with a sound and a flash of light.

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

“Approving payment transactions”: The Bank will deem a payment transaction made by a Cardholder approved if the Cardholder supplied his/her PIN code and/or signed the transaction voucher during the transaction; supplied the CVC2 or CVV2 code of his/her card or, if necessary, the internet security code during a transaction made without the physical presence of the card; or if it is a contactless transaction not exceeding 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 date of booking”.

“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 authorized amount — always calculated in HUF. Authorization requests made in currencies other than the Hungarian forint will be converted to HUF by the international card companies (Visa, MasterCard) at their current exchange rates; therefore, the amount that will be debited later may differ from the original amount blocked.

“Instant mobile payment” (Instant payment): the form of Mobile payment, during which the payment process is initiated by the POS terminal. For the initiation of an instant payment transaction it is not necessary to have the K&H mobilbank application open or to unlock the mobile device. At the time of initiation and approval of the payment process the transaction total is known by the Cardholder in advance. For the approval of the payment transaction the wallet PIN attached to the K&H mobile wallet is required in the case of transactions exceeding the limit for single contactless payments defined in the Announcement. By deactivating the instant payment function in the K&H mobile wallet none of the Cardholder’s cards will become a default card.

In the case of multiple digital bankcards the default card can be changed at any time.

“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.

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

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

“Online Security Code Service” (“3D Secure Code Service”): A collective term used to refer to the “MasterCard SecureCode” and “Verified by Visa” services; the purpose of the service is to ensure a higher level of security for online purchases. The use of the service requires prior registration. During registration the Account Holder or Cardholder – for business bankcards the Account Holder and the authorized signatories to the account – must provide the data required by the Bank, which are as follows:

- a) Authorization of virtual (CNP – Card-Not-Present) transactions,
- b) Personal Assurance Message (PAM),
- c) Mobile phone number designated to receive the Online Security Code (3D Secure Code).

The registration for the Online Security Code Service may be applied for:

- in person at a branch,
- Retail and SME clients: via the TeleCenter (phone: {1/20/30/70} 335 3355),
- Corporate clients via the Corporate Customer Service: (until 31 December 2017 by phone: **+36 40 200 69**, until 1 January 2018 by phone: **+36-1-468-7777**),



- retail and SME clients that have registered for the service with K&H e-bank access,
- SME and corporate clients that have registered for the service with Electra access.

“On-line Security Code” (“3D Secure Code”): A service developed by card companies MasterCard and Visa, an online security code for online purchases, which – in addition to the use of the CVV2/CVC2 code – ensures a higher level of security for Cardholder identification in order to prevent fraud. It can – and sometimes must – be used at every Point of Sale that employs the 3D Secure service in card acceptance (the card company logos of the 3D Secure service – MasterCard SecureCode, Verified by Visa – are displayed on the virtual payment interface). The On-line Security Code is a 3x3 alphanumeric character string that contains only lower case letters and numbers and is uniquely for each transaction.

“Online Purchase” (e-commerce): A type of virtual (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 Cardholder provides their card number, expiry date and the so-called CVV2/CVC2 code for the merchant 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 Cardholder’s name as it is shown on the card, etc.). This pool of data to be provided by the Cardholder is supplemented with the Online Security Code at the Point of Sale providing the code service.

“Cardholder”:

- a) It is an Account Holder natural person or a natural person authorized by an Account Holder natural person (Co-Cardholder) to use a Bankcard, or a natural person authorized by an Account Holder legal entity/organisation to use a Bankcard who is entitled to use any of the cards issued by the Bank after the Bank has accepted the application for a Bankcard and has entered into a Bankcard/Credit Card Agreement therewith. (In case of minors between the age of 14 and 18, a statement of consent is to be issued by the legal guardian upon opening a bank account.)
- b) It is a legally incapable natural person between the age of 6 and 14 (hereinafter: minor below the legal age) who is entitled to use a Bankcard offered by the Bank solely to minors below the legal age after the Bank has accepted his/her application for a Bankcard and has entered into a Bankcard Agreement with his/her legal guardian.

“Card Top-up Order”: For business debit cards, it is a standing order optionally made by the Account Holder to regularly transfer funds from the current account to the Bankcard account in order to finance spending by means of the cards issued for that account.

“Card Branch”: It is the branch specified by the Cardholder where he/she desires to take over his/her Bankcard/PIN code. The Card Branch may be different from the Home Branch.

“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 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.



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

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

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

“Framework agreement”: in 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 modification documents. The range of services available under the Framework agreement is listed in the effective Announcement.

“Cumulated mobile wallet limit”: The limit value or number defined in the effective Announcement, which defines the maximum transactions performable consecutively with the mobile wallet, without a PIN or electronic identification. After reaching the cumulated mobile wallet limit, the following transaction can only be performed by providing the wallet PIN.

“Cumulated contactless transaction limit”: A limit amount and 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.

“Client without a valid residential address”: A natural person whose permanent residential address is unknown to the Bank.

“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 Exchange Foreigner Natural Persons”.

“Mobile payment”: A transaction completed with a digital bankcard on a mobile device or with a K&H mobile wallet on a POS terminal, during which the POS terminal is physically, while the Bankcard is digitally present. During the approval of the Mobile payment transaction, the Cardholder touches the POS terminal suitable for contactless payments with a mobile device capable of Mobile payment, which then activates the terminal’s reader. Mobile payment can be performed in two ways:



- a) With the opening of the K&H mobilbank application (Pre-authorized mobile payment)
- b) Without the opening of the K&H mobilbank application (Instant mobile payment)

“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 by card type are set out in the Announcement, as amended. The Daily Cash Withdrawal Limit may be modified within the range specified in the Announcement.

- c) **“Daily Purchase Transaction Limit”**: May limit the amount that can be spent within a calendar day. The default settings of transactions defined as purchases, and the purchase limits by Bankcard type, with the opening the mobile wallet function of the K&H mobilbank application (so called Pre-authorized mobile payment)
- d) without the opening the mobile wallet function of the K&H mobilbank application (so called Instant mobile payment)

are set out in the effective Announcement. The Daily Spending Limit may be modified within the range specified in the Announcement.

“Daily 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 provided 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.

“Daily mobile wallet limit (digital bankcard purchase limit)”: It refers to all purchases made with digital bankcard transactions within the daily purchase limit, only calculating the maximum daily total of purchase transactions made with the digital bankcard connected to the given physical bankcard. The default setting of the daily mobile wallet limit matches the daily purchasing limit total valid at the first digitisation. The daily mobile wallet limit may be modified within the range specified in the Announcement.

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

“International Card Company”: The Bank has primarily joined the following international card companies: Visa International Inc., MasterCard International Inc., JCB, American Express and Diners. This enables 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.

“payWare”: A logo on Visa 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.



“PIN code”: Personal Identification Number: a code generated under maximum security and made available by the Bank to the Cardholder, to be used in card transactions on electronic terminals (ATM, sometimes POS).

“POS Terminals”: It is an electronic terminal at the Point of Sale used for conducting card payment. 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, in which cases the Bank is not the authorising body. For such transactions, cover check, bankcard use limits and card status checks are not always conducted, depending on whether 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:

- c) a retail bank account or FX account, and relating to these enters into a Bankcard agreement,
- d) a current account and a Bankcard account, and relating to these enters into a Bankcard agreement,
- e) and a credit card account, relating to which they enter into a credit card agreement.

The accounts in a) and b) together: bank account.

“Personal Assurance Message (PAM)”: A free text that must be provided during registration for the use of the Online Security Code Service (See Online Security Code Service (“3D Secure Service”)) and is displayed on the payment screen during each virtual purchase made using the Online Security Code (See Online Security Code (“3D Secure Code”)). Its purpose is to allow the Cardholder, by displaying a message with a content determined by the Cardholder, to verify that the payment interface indeed comes from the genuine bank environment and is not a fake, fraudulent website.

“Durable data carrier”: It means the Bank’s website with respect to the documents published by the Bank.

“Product-level mailing address”: The Hungarian contact address associated with the business credit card of the Account Holder, to which only credit cards and the notifications relating to credit cards are sent out.

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

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

“Off-line 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/Cardholder (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 postal consignments to this address. With regard to the correspondence concerning Bankcard events, the Bank sends its postal consignments to this address.



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

“**Virtual Transaction**” or “**CNP (Card-Not-Present) transaction**”: A transaction initiated with the card not physically present at the Point of Sale, the Cardholder provides the card data verbally or in writing for the transaction. The card data may be provided by mail, by phone (Mo/To), or online in the course of an e-commerce transaction.



II. BANKCARD AGREEMENT AND ISSUING BANKCARDS

DETAILS OF THE EXTERIOR OF THE BANKCARD

- II.1. The Bankcard carries the Bank's name and logo, a hologram and a chip, depending on the type of card, the Cardholder'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 through the card.
- II.2. The Bank personalises the personal Bankcards with a maximum 20-character-long name provided by the Account Holder in the Bankcard Agreement, and identical with name in the personal identification document. In the case of an embossed business Bankcard, in addition to the name of the natural person Cardholder, the short name of the Account Holder company can also be shown. The Bank shall not accept any request, in which the Account Holder/Cardholder does not wish to detail 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 20 characters. In such a case a name abbreviated as necessary can be used. The Bank shall not be liable for card acceptance if the name appearing on the card cannot be unambiguously identified with 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 the last day of the month of expiry, Hungarian time, however, in the case of renewal of the Bankcard the Bank reserves the right to block/restrict the use of the expiring Bankcard after 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. In the case of a personal bank account, the Account Holder or the Co-Account Holder can initiate the application for a Bankcard (except for a digital Bankcard) individually, even on behalf of a third person Cardholder. A client identification check is required to be able to conclude the bankcard contract. More than one type of card can be issued for a single bank account and more than one Cardholder can have the same type of card. Unless otherwise provided for in the Bankcard Agreement or the Announcement, a single Cardholder can have only one Bankcard of a particular type to be issued to him/her for a single bank account. Where several types of Bankcard 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.
- II.5. If the Bankcard application at the Bank is not submitted in the presence of the Account Holder/Cardholder or the registered representative, then the right of representation of the individual proceedings on behalf of the Account Holder/Cardholder must be certified by a public 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 relating to the authorisation, and the subject and scope of the authorisation. The Bank accepts an authorisation issued abroad only if it is certified. The certification can be done at the Hungarian Consulate in the country of issuance, or under the Apostille of the Hague Convention (issued with Act 11 of 1973).



- 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. The security deposit amount will serve as a security deposit throughout the validity of the Bankcard (including any extensions or modifications), until the date of the final settlement. The Bank shall be entitled to conduct a client rating procedure on the basis of the data provided by the Account Holder in the application form prior to issuing a Bankcard and at any later time as it deems appropriate to assess the Account Holder's financial position.
- II.9. The Bank shall be entitled to require the Account Holder to produce documents (particularly a specimen signature, an employer's certificate, etc.) to substantiate the data provided. The Bank reserves the right to specify Bankcard conditions different from those published in the Bank's Announcement and to reject any application for a Bankcard without explanation. Orders with respect to a Bankcard can be given in any branch or via the electronic channels specified in the relevant contracting conditions.
- II.10. Unless otherwise provided for in a specific client contract, any order relating to the bankcard may be given in any branch or in accordance with the contracting terms and conditions, through electronic channels.
- II.11. After 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.

III. HANDING OVER THE BANKCARD, RECEIPT, ACTIVATION

POSTING BANKCARDS

- III.1. In the absence of any other provision of the Account Holder, or otherwise in the event of a specified exclusion condition set by the Bank, the produced credit card will be delivered by post, in a sealed envelope, not postmarked:
- in case of retail bankcards** to the Cardholder's client-level domestic mailing address as recorded in the Bank's systems, or to the Cardholder's client-level permanent residential address if no such mailing address has been recorded.
 - in case of business debit cards**, the Bankcard shall be sent to the domestic client-level mailing address of the Account Holder legal entity as recorded in the Bank's systems or to its domestic registered office if no such mailing address has been recorded.
 - in case of business credit cards**, the Bankcard shall be sent to the domestic product-level mailing address of the Account Holder legal entity, or if that is not specified, then to the domestic client-level mailing address of the Account Holder legal entity, or if that is not specified either, then to the domestic client-level registered office of the Account Holder legal entity.

The Bankcard is handed over, upon the Account Holder's request, in a branch (card branch) that specialises in the service of clients chosen, by the Account Holder during its cash desk opening hours. In case of such receipt delivery at one of the Bank's branches, the Bank shall be entitled to charge 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 in compliance with III.1. above. Regarding Cardholders with a client-level mailing address in another country or clients without a valid residential address or a mailing address, the Bank shall automatically have the Bankcard sent to the bankcard's card branch.
- III.3. If requested in writing by the Account Holder, the Bank facilitates the express delivery of a Bankcard to a foreign address, in the following cases:
- in case of a replacement card for a stopped bankcard,
 - in the case of a new card application, if the bankcard agreement was concluded before the order was sent to the branch
 - in case of issuance of a bankcard renewed in advance
 - in the case of a renewed bankcard due to expiry
- When dispatched abroad, the Account Holder is charged with the cost of the provider's current rate, which is charged by the Bank to the bank account attached to the Bankcard with the amount specified by the courier service provider'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 Cardholder (in the case of retail Bankcards) or the Account Holder (in the case of business Bankcards) that the Bankcard has been produced in a letter, or in an e-mail message in the case of on-line applications. The letter is sent by post to the Cardholder 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 product/client-level address, pursuant to section III.1., which is valid at the time of the processing of the Bankcard application for notifications and in terms of the address, where the Bankcard should be sent. Unless otherwise provided for, the mailing address will be identical with the permanent address of the Account Holder/Cardholder, or with the registered seat of the Account Holder in the case of business Bankcards. The Bank shall not be held liable for any losses arising due to any change in the mailing address of the Account Holder/Cardholder not reported to the Bank, or changes thereto that have occurred during the production phase of the Bankcard.

MANAGEMENT OF RETURNED BANKCARDS

- III.7. Should the delivery of the Bankcard to the Cardholder fail for any reason whatsoever, and as a result, the package is returned to the Bank, it shall be forwarded to the card branch of the Cardholder. In this case, the Bank shall be entitled to forward any additional Bankcard orders, or Bankcard orders in progress to the card branch assigned to the bank card ~~Home Branch~~ until the address is not reconciled with the Account Holder or Cardholder. If the Bankcard is returned to the Bank in damaged condition then in addition to the above, the Bank shall stop the Bankcard thus received and shall order a free replacement card.

COLLECTION OF THE BANKCARD AT A BRANCH OFFICE

- III.8. If a **retail debit card** is sent to the branch by post, the following persons shall be considered as authorised for picking up the card and -the related PIN code envelope:
- Cardholder (person authorised to use the bankcard)



- b) Account holder of Co-account holder
- c) a proxy holder authorised by the Account Holder to have individual disposal right over the account in line with the specimen signature form related to the bank account,
- d) a proxy specifically authorised to pick up the Bankcard and/or PIN code envelope

The Account Holder with diminished capacity is only authorised to collect the bankcard and/or the PIN envelope-in person, or via the person specifically authorised with an ad hoc authorisation for the collection of the bankcard.

The bankcard of a minor below the legal age and the related PIN code envelope 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 for picking up the card and the related PIN code envelope:

- a) Cardholder (person authorised to use the bankcard)
- b) Account Holder
- c) The individual disposing over the account,
- d) the card can be given out to a proxy specifically authorised to pick up the Bankcard and/or PIN code envelope or to a person authorised to use the bankcard (cardholder).

The ad hoc authorisation of the collection of a business bankcard and/or PIN envelope is -accepted by the Bank only from the Account Holder, or a Representative.

III.10. The following persons shall be considered as authorised for picking up **retail or business credit cards** and the related PIN code envelopes:

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

AUTHORISATION, SINGLE AUTHORISATION

III.11. The specific authorisation for collecting the Bankcard and/or the PIN code envelope for any of the Bankcards belonging to the given bank account may be issued by the Account Holder or Co-Account Holder and, relating to their own cards, the Cardholder.

III.12. A standing authorisation for disposal over the account excludes the right to modify parameters (especially daily card limits, internet security code settings) of the credit card associated with the credit card account or the debit card, and the right to receive the credit card and the related PIN code envelope.

III.13. The Account Holder shall assume responsibility for the authenticity of the power of proxy, the correspondence of the signature on the card with the signature on the Bankcard Agreement form and the delivery of the undamaged Bankcard and PIN envelope related to the Bankcard to the Cardholder. Ad hoc authorizations for receiving retail or business credit cards and/or PIN code envelopes will only be accepted by the Bank if they are from the Account Holder.

III.14. Upon receipt of the card, the Cardholder shall verify the data on the Bankcard and then sign it on the signature strip on the back of the card. The Bank shall not be 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 authorized to take over the Bankcard or the Account Holder, if he is not the Cardholder, is not entitled to sign the Bankcard. The Bankcard must be signed by the Cardholder in all cases.

ACTIVATION OF BANKCARDS

III.15. The Bankcard is inactive (not active) when it is delivered/mailed to the Cardholder, therefore, in this way it is limited in use. After receiving the Bankcard, the Cardholder shall activate it as soon as possible according to the information given by the Bank. Activation of bankcards is completed in one of the following ways:

- a) Retail and SME clients: via the TeleCenter (phone: {1/20/30/70} 335 3355),
- b) Corporate clients via the Corporate Customer Service (until 31 December 2017 by phone: +36-40 200-069, until 1 January 2018 by phone: +36-1-468-7777),
- c) via the Bank's internet banking system (for clients with 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 query).

III.16. After taking the Bankcard, the Cardholder or, if the Cardholder 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 calls the Cardholder's attention to his/her increased responsibility for the use of the Bankcard.

HANDLING OF NON-ACTIVATED CARDS

III.17. The Bank shall not be held liable for any loss (and especially a shorter useful life) of the Bankcard resulting from a failure by the Cardholder to pick up the card, or activate a Bankcard delivered by post after the Bank's notice. The Bank shall be entitled to invalidate any cards and/or the related PIN envelope not picked up and/or not activated,

- a) in the case of a new card application, after 90 calendar days from the date of the card application the card shall be invalidated,
- b) in the case of a replacement card issued for a stopped or faulty card, after 90 calendar days from the replacement of the card it shall be invalidated,
- c) in case of a renewed card, it shall be invalidated 45 calendar days after the card's expiry.

After the invalidation of the Bankcard and/or the PIN code envelope the BankCard Agreement will also cease to exist if the Account Holder/Cardholder does not inform the Bank that they are unable to arrange for the activation of the card within the above advised time limit.

GENERAL RULES OF CONDUCT

III.18. Bankcards cannot be transferred, pledged or placed as a security deposit. Any transfer, pledge and deposit of a bankcard, and any modification to the surface details of the bankcard constitutes a gross breach of agreement and shall be treated accordingly. Bankcards are the Bank's property and the Cardholder is only entitled to properly use them.

III.19. General rules of conduct and safety measures that Cardholders shall observe, responsibility:

- a) The Account Holder shall exhibit a reasonably expected behaviour in order to keep the Bankcard, the PIN code and the Security Codes in safety, with special – but not exclusive – care taken to keep the bankcard and the codes separated and in safety.
- b) After Bankcard payments, 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 withdrawn 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.



IV. DIGITISATION OF BANKCARDS

- IV.1. In all cases the Bank issues the digital bankcard to the current bank account/credit card account that is behind the physical bank card.
- IV.2. The options and territories of use of the digital bankcards offered by the Bank, the maximum amount of digital bankcards available to the Card Holder and the types of bankcards that can be digitised are indicated in the Announcement.
- IV.3. The image of the digital bankcard visible in the K&H mobile wallet does not display all the details of the physical bankcard, but the details visible do match to the physical bankcard. The image does not display the special details of the digital bankcard.
- IV.4. The expiry date of the digital bankcards is displayed similarly to the physical bankcard, in a month/year format, however, the expiry date of the physical and digital bankcard differ from each other. The validity period of the digital bankcard is specified in the Announcement. The expiry date of the digital bankcard is not displayed on the image of the digital bankcard.
- IV.5. The digital bankcard is ready to use for mobile payment after digitisation, without the need for separate activation.
- IV.6. The cancellation of a digital bankcard is an irreversible order provided by the Cardholder or the Bank, which can be initiated by the Cardholder from the K&H mobile wallet or through the TeleCenter.
- IV.7. The suspension of a digital bankcard is a reversible order provided by the Cardholder or the Bank, which can be initiated by the Cardholder through the TeleCenter.
- IV.8. The stopping or cancellation of the physical bankcard entails the irreversible cancellation of the digital bankcard.
- IV.9. 3 consecutive failed attempts to enter the PIN code of the given digital card in the wallet results in the digital card being stopped. In this case the cancellation and new digitisation of the card is required.
- IV.10. The physical card from which the digitised card was created, can be used under the same conditions after the digitisation, until the expiry date stated on it. The Cardholder will continue to bear the risks associated with the possession and use of a physical bankcard.

V. PERSONAL IDENTIFICATION NUMBER (PIN CODE)

- V.1. The Bank provides a PIN for any newly issued Bankcards, or replacement cards issued due to the stopping of a previous card. This PIN is given to the person entitled to receive the card in a sealed envelope in a branch (card branch) specified by the Account Holder or Cardholder. Only the Cardholder can open the PIN envelope and access the PIN. The intactness of the PIN envelope must be checked and confirmed on the receipt by the signature of the person entitled to receive the PIN envelope. The PIN code envelope is handed over done during the opening hours of the branch cash desk. When the



PIN code envelope is collected from a branch office, the Bank shall be entitled to charge a storage fee (PIN code guarding fee) as specified in the Announcement.

- V.2. The Cardholder is entitled to change his PIN as many times as desired, against a fee specified in the Announcement, but no later than until the 45th day prior to the date of expiry of the Bankcard. The Bank shall be entitled to charge a fee, as specified in the Announcement, for this service to the account for which the Bankcard was issued, and to invalidate the uncollected PIN code after 90 calendar days from the date of application for a card or for PIN code reprinting.
- V.3. The Cardholder shall be entitled to request the reprinting of a PIN, which shall be delivered to the branch managing the card account in a sealed envelope. The Bank shall be entitled to charge a fee, as specified in the Announcement, for this service to the account for which the Bankcard was issued. The Bank shall have the PIN code reprinted within 5 banking days of receiving the client's application for PIN code reprinting. The Bank shall not send a postal notification on the fact that the PIN code has been reprinted.
- V.4. If the person entitled to use the Bankcard, or receive the PIN does not handle the PIN with the appropriate secrecy or care, or discloses it to a third party, then such actions shall constitute a gross breach of agreement and the resulting losses must be borne by the Account Holder; the Bank excludes any liability whatsoever for such losses.
- V.5. To use a digitised card, a wallet PIN is required as specified in the General Terms and Conditions for Banking Services Requiring Electronic Identification.

VI. CO-CARDS AND BUSINESS CARDS ISSUED FOR ORGANISATIONS

- VI.1. Only an Account Holder or a Representative can apply for a Business Bankcard.
- VI.2. The holders of co-cards must use such cards in accordance with the Bankcard Agreement.
- VI.3. The Bank issues business debit cards either for a bank account or a card account, whichever option the Account Holder or their Representative chooses. Only the Account Holder shall be entitled to transfer funds to the card account or to give an order for earmarking or transferring funds back to the bank account. The transaction options of the business debit and business credit cards, and the list of persons authorised to perform certain transactions are detailed within the document entitled the Announcement for Corporate Clients.
- VI.4. The Bank issues business credit cards with an underlying credit card account. The Credit Card Account Holder shall be entitled, at its sole discretion, to set weekly and/or monthly credit limits (of identical or differing amounts) for the business credit cards issued for the business credit card account, in accordance with the relevant provisions of the Bank's Announcement. These credit limits shall be at the Account Holder's sole disposal.
- VI.5. The Bank reserves the right to decide how many business cards it will issue to any particular Account Holder under the Business Bankcard Agreement. A decision on the number of cards available shall be made based on the Account Holder's applications for business Bankcards.
- VI.6. The Account Holder may terminate the use of any co-card, business debit card or business credit card



by returning the relevant card to the Bank or by terminating the relevant bankcard agreement. In the case of jointly held retail bank accounts the cancellation of the Bankcard issued to any bank account of the Bankcard Agreement can be initiated by the Account Holder or the Co-Account Holder. If a card is not returned, the Bank is entitled to proceed in accordance with its procedure for stopping at the Account Holder's risk and expense. All risks consequential to the fact that the bank card is not handed in and the Account Holder did not make any declaration for blocking the card shall be borne by the Account Holder. The Account Holder may not submit a claim for refund to the Bank in relation to the potential continued use of such a co-card, business debit card or business credit card.

- VI.7. The Account Holder must inform the Cardholder forthwith of the termination of the Bankcard Agreement or the request submitted for the stopping of his/her business debit card or business credit card, otherwise the ensuing risk and losses must be borne by the Account Holder.
- VI.8. The Account Holder shall have co-cards, business debit or credit cards issued to any persons at its own peril.

VII. CREDIT CARDS

The Bank has accepted as binding to itself the provisions of the Code of Conduct concerning fair conduct vis-à-vis clients, pertaining to financial organisations extending credit to retail clients, and such provisions shall be observed to the full with respect to credit card contracts, as well. The Code of Conduct is available, in Hungarian as well as in English, on the Bank's website.

TERMS RELATING TO CREDIT CARDS

“Closing of the billing cycle”: For credit cards, it is the end of the settlement period, identical with the statement date. The closing of the billing cycle can vary in the context of a settlement period depending on public holidays.

“Settlement Period”: For credit cards it is a period of one month about which the Bank produces a monthly Account Statement for the Credit Card Account Holder. If the closing date of the billing cycle is a non-banking day, the settlement date shall be the first banking day following the statement date. The Settlement period is selected by the Account Holder during the submission of a request of a credit card. The settlement periods available for selection are set out in the Announcement. The settlement period cannot be modified during the term of the credit card agreement.

“Payment Deadline”: For credit cards, it is the last day of the grace period, by which day the repayment shall be made. The payment deadlines applicable to the various payment methods are regulated in these GCTC and in the governing laws. If the settlement of a debt arising on the credit card account is not debited to a K&H bank account under a direct debit order, then the payment deadline may be 4 banking business days earlier than the payment deadline published on the credit card statement.

“Available Credit”: For credit cards, it is that part of the Credit Limit that is available for the Cardholder(s) at a given moment.

“Credit Drawn Down”: For credit cards, it is the part of the Credit Limit that has already been used up. The used credit line includes transactions made and settled by and fees, commissions, interest and charges of the



Cardholder. The credit line used does not include transactions (blocks) that have been authorized but not yet accounted at the end of the settlement period when the credit card statement was made.

“Disbursement”: The first transaction charged to the credit limit.

“Credit Card Account”: A HUF account for the settlement of credit-card-related payments. The Bank charges this account with the fees, charges and commissions as per the Announcement at the time of card issue and with interests when transactions are settled at the end of the settlement period or whenever defaults or credit limit overruns occur.

“Credit Limit”: An amount specified for the Credit Card Account Holder in accordance with the Bank’s client rating procedure, which serves as financial coverage for credit-card-related transactions, fees, charges and interests.

“Interest Holiday”: For credit cards, the Bank offers an interest holiday for purchase transactions as per the Announcement for a period from the Value Date of the transaction until the Payment Deadline of the given Settlement Period, if the credit drawn down - at least the exact amount of the total debt - is fully repaid by the Payment Deadline of the given Settlement Period.

“Minimum Repayment Amount”: The amount of the credit drawn down during the Settlement Period as calculated in accordance with the Bank’s Announcement that must be repaid by the Payment Deadline, as communicated by the Bank to the Account Holder in an account statement.

“Contracting date”: For a credit card The Contracting Date is the date on which the credit card agreement is signed by both parties

“Annual Percentage Rate (APR)”: For credit cards, it is the internal interest rate, expressed in annual amount, based on which the principal repayable by the Client plus total credit charges will equal the loan amount minus the total amount of charges paid by the Client on the loan up until the disbursement of the loan. When calculating the APR, the Bank takes into account the following conditions:

- a) total charges payable on the Credit Drawn Down (interests, fees, commissions, costs, tax)
- b) costs of such additional services connected to the Credit Limit which are known to the Bank and the use of which is required by the Bank, including especially
 - fees charged for account management and for the use of payment instruments replacing cash, and other charges of payment transactions (excepting fees charged for account management and the use of payment instruments replacing cash, and any other charges for payment transactions, if the Bank does not require an account to be maintained with it for the given Loan Agreement, and its charges are stipulated unambiguously and specifically in the agreement made with the Client.)
 - fees payable to the loan broker (if its amount is known to the Bank)
 - insurance premiums and guarantee fees (excluding, for mortgage loans, premiums on property insurance required for the loan).

The following items cannot be taken into account for calculating the APR: prolongation charge, default interest, or any other payment obligations which may arise from the non-performance of an obligation undertaken in the agreement; public notary fees; in case of Loans or related credit contracts, any fees paid by the Client for purchasing products or services – on top of the purchase price –, regardless of whether it is paid in cash or from a loan; and fees charged for account management and the use of payment instruments replacing cash and any

other charges for payment transactions, if the Bank does not require an account to be maintained with it for the given Loan Agreement, and its charges are stipulated unambiguously and specifically in the agreement made with the Client.

For determining the APR, current conditions and the provisions of effective laws and regulations are taken into account. The amount of APR may change when any of those conditions change. In the case of variable-rate Consumer Loans, the APR will not reflect the interest risk of the credit. The rules of calculating and publishing APR are detailed in the relevant law (Gov. Decree 83/2010. (III. 25.)).

“Grace Period”: For credit cards, it is a 15-day period following the Settlement Period during which the Minimum Repayment Amount must be repaid. The last day of the grace period can vary in relation to public holidays depending on the closing of the billing cycle.

- VII.1. The Bank may, at the Account Holder’s request, issue credit cards to the Account Holder or a Co-Account Holder specified by the former, following a creditworthiness rating and the conclusion of a Credit Card Agreement (with them). Should there be any discrepancy between these General Contracting Terms and Conditions and any Credit Card Agreement, the provisions of the latter shall prevail.
- VII.2. Upon issuing a credit card to the Account Holder, the Bank also opens a credit card account for the Account Holder, on which a credit limit specified in the Credit Card Agreement is kept available. A credit card account can only be debited by using the credit card. Only the Account Holder is entitled to issue instructions with respect to the credit card account.
- VII.3. The interest on credit card debt is calculated on a daily basis and charged on a monthly basis upon the closing of the billing cycle. The terms of interest are set out in the Bank’s Announcement.
- VII.4. Activated personal credit cards may only be used from the calendar day following the day the PIN code is picked up.
- VII.5. If none of the credit cards assigned to a credit card account has been picked up or no activated credit card is assigned to the credit card account at all the Bank shall be entitled, concurrently with cancelling the credit cards not picked up or not activated, to terminate the credit card account agreement and close the credit card account. Any credit outstanding on such a credit card account shall be payable immediately.
- VII.6. Funds credited to the credit card account are first used to replenish the credit limit again (loan repayment). After such funds are booked on the account, they will increase the balance available with the credit card if they exceed the amount of payment orders to be executed on the given day. If funds are credited to the credit card account by means of a Bankcard in the branch network of the Bank or by transfer within the Bank (if the transfer is executed on the transaction date), the amount credited to the credit card account will already be available for purchase on the transaction date and for cash withdrawal on the next calendar day. Repayment amounts paid upon settling credit limit overruns shall be available only as of the calendar day following the date of payment.
- VII.7. The credit limit shall not be overdrawn by the Cardholder. In case a transaction still causes the limit to be overdrawn, the Bank shall be entitled to apply the legal consequences of unauthorized overdraft. See



XII.1.-XII.2.

- VII.8. The Account Holder may apply for the modification of the credit limit. The Bank makes a decision thereon at its sole discretion and informs the Account Holder of its decision.
- VII.9. The Bank shall be entitled to modify the credit limit at its own discretion, without the Account Holder's request, in accordance with its own credit approval and risk management regulations. The Bank shall consult the Account Holder during the process and inform the same of the new limit amount by means of the Account Statement. If the Account Holder's solvency is reduced for a prolonged period or at a significant rate, and if he defaults on performing his payment obligations, the Bank shall have the right – besides resorting to the legal remedies specified below, or prior to taking such actions – to unilaterally modify the credit limit at its own discretion and in line with its current underwriting policy.
- VII.10. In the case of credit card agreements signed after 13 December 2013, the Bank shall be entitled to review the Account Holder's credit worthiness and debt-repayment capacity during the term of the agreement. If the findings of such a review allow that, the Bank shall be entitled to automatically modify the credit limit – taking into account the upper limit specified by the Account Holder in the specific credit card agreement.
- VII.11. The Account Holder shall pay the Minimum Repayment Amount by the Payment Deadline. The Bank shall be entitled to charge the delinquency fee specified in the Announcement on any shortfall from the Minimum Repayment and increase the utilisation of the credit limit with that fee.
- VII.12. The Bank shall be entitled to limit the use of the credit card if the Account Holder fails to make the Minimum Repayment or fulfils the obligation to make a minimum repayment amount with a lower amount in two consecutive Settlement Periods. The Bank shall continue with the limitation until all the late Minimum Repayments are paid to the Credit Card Account. Should the Account Holder fail to pay in time the entire Minimum Repayment in three consecutive settlement periods the Bank shall be entitled to declare default and terminate the credit card agreement with immediate effect.
- VII.13. For purchase-type transactions specified in its Announcement, the Bank provides the Account Holder with an interest holiday for a period from the Value Date of the transactions until the Payment Deadline within the given Settlement Period, provided that the credit limit has only been used for purchase-type transactions and the amount of debt has been fully repaid within the Grace Period. In the case of transactions not considered to be purchases as per the Announcement, and if the Account Holder fails to repay the full amount of the used credit limit by the Payment Deadline or if it fails to settle any related costs in full, the Bank shall be entitled to charge a transaction interest as specified in its Announcement on all transactions, starting from their respective Value Dates, for the full period of use – thereby increasing the amount of the credit used -, and shall settle payments received in the manner and in the order as specified in the Credit Card Agreement.
- VII.14. When the Credit Card Agreement is terminated, the Account Holder shall be obliged to pay default interest on the total amount of credit used, specified within the Announcement. If the Announcement does not contain any information on the amount of default interest, the default interest rate shall be governed by the applicable rules of the Civil Code.
- VII.15. Account Holders may pay, fully or partially, their debts accumulated on the Credit Card Account in HUF



in the following ways:

- a) using a Bankcard to make a cash payment at a POS terminal in a branch,
- b) cash payment in a branch,
- c) by standing order or one-off payment from another HUF bank account with the Bank, by a transfer order
- d) by standing order or one-off payment from another HUF bank account with another domestic bank,
- e) by sending the payment by a postal check (cash transfer order)
- f) by direct debit, up to the amount specified in the Announcement
- g) by any other way indicated in the Announcement

VII.16. Sums deposited are settled in the following order:

- a) interest charged in the settlement periods,
- b) fees, charges, commissions, cash withdrawals and purchases not repaid in the previous settlement periods,
- c) charges, fees and commissions charged in the settlement period,
- d) cash withdrawals in the settlement period,
- e) purchases in the settlement period.

VII.17. Debts accrued on the credit card account will be considered as settled on the date when a payment equivalent to the accurate/full amount of the debts is credited to the credit card account. If payments are late, the settlement order of subsequent payments takes into account the late payments.

VII.18. Account Holders must supply the accurate and clear data as required for executing the payment transaction. In the absence of such data, the Bank shall have the right to reject the transaction. The Bank is not under the obligation to verify the correctness and accuracy of the data supplied by the Cardholder to the Bank, and shall not be liable for any resulting damage or loss.

VII.19. From the first day of the next Settlement Period, the Bank shall treat the amount of Credit Drawn Down unpaid by the Payment Deadline as a single sum and add it to the Credit Drawn Down amount in the subsequent Settlement Period.

VII.20. If the Minimum Repayment falls short of the minimum amount required in the Announcement, no repayment is required in the given month and the Available Credit shall continue to be available.

VII.21. If the Account Holder is in breach of a credit or loan agreement with the Bank and the Bank therefore terminates such credit or loan agreement with immediate effect, the Bank shall be entitled to forthwith terminate the credit card agreement as well.

VII.22. With respect to business credit card agreements, the Bank has the right to terminate the Contract with immediate effect in the event of such a degree of adverse change in the Account Holder's financial situation as would jeopardise the eventual repayment of the Account Holder's debt arising from the credit card agreement.

VII.23. If the Account Holder is a consumer client, and the credit line is not overdrawn then:

- a) The Account Holder may cancel the credit card agreement without reasoning, within fourteen days from its conclusion, if no Disbursement has been made,
- b) The Account Holder may terminate the credit card agreement free of charges, within fourteen days



from its conclusion, if a Disbursement has already been made,
It is deemed as exercising one's right to cancellation/termination, when a statement is made in a private document with full force of evidence, which is presented in person by the Account Holder or is delivered to the Bank, and such statement unambiguously and expressly includes:

- that the Account Holder's intention to cancel/terminate the agreement,
- the Account Holder's name, place and date of birth, mother's name,
- the credit card agreement number,
- signature of the Account Holder,
- the place and time of signing the cancellation/termination statement.

The Bank is obliged to accept a cancellation/termination statement only when the Account Holder posts it or sends it to the Bank in a certifiable manner specified in the Business Regulations no later than on the last day of the deadline stipulated in a) and b) above and it meets the requirements of GCTC in all other respects.

The cancellation and termination will cancel the credit card agreement. The Bank will not reimburse any consideration paid in connection with the credit card agreement by the Account Holder for services already provided by the Bank or by a third party entrusted by the Bank. The Account Holder has the right to cancel/terminate the agreement only if there are enough funds in his credit card account to cover any potential subsequent orders and expenses, commissions and charges thereof.

Concurrently to sending the cancellation/termination statement, or within 30 days, at the latest, the Account Holder must repay to the Bank the Credit Drawn Down and the interest that may be charged pursuant to the credit card agreement for the period starting from the day when the loan was drawn down and ending with the day when the loan is repaid.

- VII.24. Based on the type of the account, no death related order may be placed for the credit card account. If the Credit Card Account Holder dies, the Heir shall have the right of disposal over the balance of the credit card account following the presentation of the original death certificate and in possession of the original and effective legacy transfer decision and the certificate of inheritance.
- VII.25. The Heir may order only the termination of the credit card account and the settlement of the balance of the account
- in the form of a payout or transfer if the balance is positive (credit balance)
 - in the form of a payment of the debt if the balance is negative (debit balance)
- VII.26. Keeping of a credit card account statement at a branch can only be requested, if the Account Holder has a hired mailbox at the Bank.

VIII. BANKCARD USE

- VIII.1. The conditions of applying for, and the use of, the various types of Bankcards offered by the Bank, as well as the areas in which they can be used are set out in the Announcement. The consequences of not observing the rules included in the Announcement shall be taken by the Account Holder and the Bank disclaims all liability for such losses.



- VIII.2. By signing the Bankcard Agreement, the Cardholder acknowledges that the card must not be used for illegal purposes including, but not limited to, purchasing banned services or merchandise.
- VIII.3. In accordance with the provisions of these GCTC and the card agreement, the Bank shall:
- a) Execute transactions with the card (including, among others, requests from International Card Companies and member banks concerning transactions with the Bankcard) following receipt of such items by the Bank, including the related settlements.
 - b) Notify the Account Holder of transactions on the card in a bank account statement on a monthly basis specifying the Bankcard number, the dates, amounts and locations of the individual transactions, the fees/charges applied and – in case of transactions in a foreign currency – the currency and value of the transaction, the currency and amount of the settlement between the international card company and the Bank, also the equivalent of the transaction amount in the currency of the bank account/credit facility, and the exchange rate applied by the Bank when converting such sum to the currency of the credit line.
- VIII.4. The Bank shall consider an order as “preliminarily approved” by the Account Holder if such order has been initiated electronically by using the appropriate code, and shall consider it as “subsequently approved” if the order-related slip has been duly signed. The Bank shall be liable for executing the various card operations (authorization requests, erroneous transactions, transaction cancellations, credits etc.) upon receipt by the Bank of the related data in electronic format from the credit institution (company) that operates the point of sale or the automated teller machine subject to contract with the card acquirer, and the Cardholder shall not have the right to revoke the payment order thereafter unless no amount is specified at the time of the transaction. Payment orders shall not be revoked if the method of establishing the sum payable is known but the concrete amount cannot be ascertained in advance (examples: hotel, car rental etc.), including payment orders where, at the time of giving the order, the Cardholder authorizes the card acquirer to charge the costs retrospectively.
- VIII.5. The Bank shall not be liable for any damage or loss affecting the Account Holder or the Cardholder due to any of the following reasons:
- a) The Bankcard cannot be properly used for reasons not attributable to the Bank.
 - b) An international card company makes a decision or takes action impacting the Bankcard Agreement.
 - c) Any loss due to physical damage to the Bankcard.
 - d) In line with the regulations of international card companies, Bankcards are used at the responsibility and risk of the Account Holder/Cardholder. The Bank assumes no liability for extra costs or potential losses incurred by the Account Holder as a result of constraints imposed by international card organizations.
 - e) The Bank shall not be liable for any cost or loss due to the requirements or constraints governing the points of sale, the breakdown of ATM's or other equipment operated by an entity other than the Bank, or due to the transmission errors of communication equipment or data processing systems.
 - f) The Bank shall not be liable for Bankcard limit overruns if, in line with the procedures of the Card Company, a transaction is verified and authorized prior to the execution by the Acquirer or the Card Company itself rather than the Bank and such causes one or more Transactions to exceed the limit.
 - g) The Bank shall not be liable for losses incurred by the Cardholder due to mistakes or omissions by a person or entity duly authorized under the rules of the Card Company, or if such person or entity does not authorize a given Transaction or refuses to accept the Bankcard or the PIN code.
 - h) Neither shall the Bank be liable for additional fees and charges charged to the Cardholder by the acquirer on the transaction.
 - i) The Bank shall not be liable for losses arising from the withdrawal of the Bankcard by an ATM (e.g.



if the Cardholder failed to retrieve the Bankcard from the card slot of the ATM within the allowed timeframe, and the ATM withdrew the Bankcard as a result), provided that these losses were caused by errors not attributable to the Bank.

- j) The Bank shall not be liable for the non-delivery or erroneous delivery of Bankcards via standard or priority mail, except if such non-delivery or erroneous delivery was caused by the Bank.

VIII.6. The price of goods and services is paid at the Point of Sale. For transactions performed with a bankcard on some POS terminals a PIN code and with transactions carried out with a digital bankcard a wallet PIN may be required. Bankcards cannot be used for withdrawing cash at the point of sale. Cash cannot be collected at the acquiring Merchant, unless the Bank concludes an agreement specifically for this service with the Merchant and the bankcard is suitable for the service.

VIII.7. Upon payment with the bankcard being physically or digitally present, the Point of Sale issues, either manually or by means of the POS terminal, and at the request of the Cardholder in the case of a contactless payment transaction, a Bankcard slip recording the card data, the time and amount of payment as well as the name of the POS. One copy of the slip belongs to the Cardholder as mentioned above, who shall verify the data therein and keep the slip, as the Bank shall have the right to request the Cardholder to supply the slip in the event of a potential complaint. Slips need to be kept for three months.

VIII.8. The person authorized to use the Bankcard shall verify the card slip – if it is provided – and if the data are correct, and provided that it is required, shall sign the slip using the same signature as shown on the Bankcard. Signing the slip represents acknowledgement that the Bankcard has been used as indicated on the card slip. Signatures on slips shall always be deemed to originate from the authorized users of the Bankcard. If the point of sale requires a PIN code or in the case of transactions concluded with a digital bankcard, a wallet PIN in addition or instead of a signature, it shall be deemed equivalent to signing the card slip. The Bank shall be liable for the execution of authorization requests, erroneous transactions, transaction cancellations, credits, etc. after the slips of such transactions are received by the Bank from the credit institution which operates the point of sale or ATM under contract with the card acquirer.

VIII.9. In order to verify the identity of the person authorized to use the Bankcard, the Point of Sale may request the person authorized to use the Bankcard to present proof of identity and, in the event of further doubt, shall have the right to withhold the Bankcard.

VIII.10. The Bank shall not be liable for the behaviour of the Point of Sale in acquiring the Bankcard nor for purchases to be realised by means of the Bankcard, and therefore it shall not be party to any potential dispute between the Account Holder or the authorized user of the Bankcard and the acquiring merchant concerning the service provided.

VIII.11. The Bank shall not be liable for losses incurred by the Cardholder due to the rejection of the transactions by the acquirer.

PURCHASES AT POS TERMINALS WITH A PHYSICAL OR DIGITAL BANKCARD

VIII.12. This type of transaction is available at points of sale displaying the logo shown on the cards up to the limit of the outstanding daily balance on the account or the purchase limit on the Bankcard, and also subject to the cap on the daily number of purchase transactions. Due to their nature, certain services (e.g. services at hotels or car rental companies) may result in differences between the amount on the



debit document electronically submitted to the Bank and the amount signed by the Cardholder on the card slip, but the Bank shall charge the Account Holder's account always with the amount shown in the debit document submitted to it. If instructed to do so by the POS terminal, the merchant may withhold the Bankcard, which must not be returned to the Cardholder in such a case. The Bank shall not be liable for the goods or services purchased by means of the card. The Bank shall not be party to any legal dispute arising between the Cardholder and the Point of Sale (Merchant) concerning the sale.

PURCHASING WITHOUT THE PHYSICAL PRESENCE OF A BANKCARD

VIII.13.

- a) ~~Virtual~~ CNP transactions will be completed pursuant to the rules laid down by the Acquiring Bank. With such transactions, the primary identifiers are the number and expiry date of the Bankcard, and – in most cases – the CVV2/CVC2 code on the back of the card.
- b) In the event of CNP transactions the acquirer and its bank cannot request the PIN linked to the card. If it is still provided by the Cardholder to Merchant or their bank, with damage or loss incurred by the Cardholder, the Bank shall not be liable.
- c) In the case of online purchases where the Merchant offers the Online Security Code Service, in addition to the general identification data, another identifier, the Online Security Code will also be required, which is unique to each purchase and shall be sent by the Bank to the mobile phone number, registered in the network of a Hungarian mobile operator, that the Cardholder, who has registered for the Online Security Code Service, provided for the Bank during registration.
- d) If the sale does not involve a POS terminal, the transaction shall be executed in accordance with the specific rules stipulated by the Point of Sale and the bank with which it has a contract. Through its own Acquiring Bank, the Point of Sale may contact the Bank to request authorization. The Bank shall authorize the transaction depending on the funds available.
- e) From the cards issued by the Bank, the embossed and the suitable electronic bankcards can be used for payment of online services. The types of bankcards suitable for online purchases and their scope of use are detailed in the Announcement.
- f) An online payment with a bankcard is made by completing the form in the payment section of the acquirer's website with the card and transaction data. After providing the details, the merchant either accepts or declines the order. The Bank may limit the acceptance of orders with certain acquirers based on its own decision.
- g) When a transaction is completed with an internet bankcard but without providing the internet security code for it, the Bank shall not be liable for the validity of the data provided online or the verification of the Cardholder or the card. The Bank shall not be liable for orders or purchases made with the bankcard. The Bank clears the incoming transactions without examining their validity. The online Bankcard use pursuant to Section VIII.4 is classified as an order not approved by the Account Holder, unless the internet security code was provided for the transaction.
- h) From the cards issued by the Bank the embossed and the suitable electronic bankcards may be used for the Mo/To (mail order/postal order/telephone order, virtual card approval) purchases. The types of bankcards suitable for Mo/To purchases and their scope of use are detailed in the Announcement. The Mo/To purchases pursuant to Section VIII.4 are classified as orders not approved by the Account Holder.

PURCHASES THROUGH ATMS (MOBILE TOP-UPS AND SETTLEMENT OF SERVICE PROVIDER INVOICES)

VIII.14. The Bankcard can be used at the ATMs offering the service to top up prepaid mobile telephone cards of



service providers selected by the ATM's operator and the public utility bills can also be paid this way. Mobile phone top-ups and the payment of public utility bills made at an ATM shall modify the daily limits on the purchase amount and the number of transactions. The Bank shall not be liable for losses due to the incorrect entry of telephone numbers, or other identifications sent to the service provider at the ATM. The Bank shall not be party to potential legal disputes between the Cardholder and the service providers concerning the sale.

CASH WITHDRAWAL FROM AN ATM

VIII.15. The Bankcards can be used for withdrawing cash from automated teller machines bearing the logo shown on the Bankcard, in which case the PIN code shall be entered; such transactions shall be subject to the balance available, the daily cash withdrawal (ATM and POS) limit and the daily cap on the number of cash withdrawal (ATM and POS) transactions. The amount of cash available for withdrawal per transaction and the frequency of withdrawals may be limited by the ATM operator. The Cardholder accepts, that should they use their bankcard for cash withdrawal at an ATM operated by the Bank or another bank, the daily limit set by the Bank or another bank may differ from the Cardholder's daily cash withdrawal limit.

The automated teller machines records every transaction in a log. Until the contrary is proven, the log shall serve as evidence of the cash withdrawal. Cardholders may request a slip to confirm the cash withdrawal or any other transaction, in line with the regulations of the bank operating the ATM. Cardholders shall verify and keep the slip for a period of three months.

If the point of sale supports the related service, then the cash withdrawal slip also displays the current balance available on the Bankcard to be used for information purposes only. This service is available in the ATM network of the Bank (ATMs carrying the logo of K&H Bank); while in terms of other places of sale (both domestic and foreign networks,) the service is usually available for Visa cards issued by the Bank.

CASH WITHDRAWAL FROM A POS TERMINAL

VIII.16. Cash can be withdrawn by means of the Bankcard at credit institution tellers or at post offices bearing the necessary logo or at any other Point of Sale that has concluded a relevant agreement with the credit institution, up to the balance available and the daily cash withdrawal (ATM and POS) limit and subject to the daily cap on the number of cash withdrawal (ATM and POS) transactions.

The credit institution or post office acquiring the Bankcard sets a maximum on the amount of cash that can be withdrawn. The Bank shall not be liable for complaints arising from the limits set by card acquirer third-party credit institutions or post offices.

In case of cash withdrawals, the employee of the credit institution, the post office or the Point of Sale shall have the right to request proof of identity. In case of any doubt concerning identity, the credit institution or the post office shall have the right to notify the Bank of this fact and to withhold the Bankcard. Transactions carried out at post offices with a bank card (with special regard to the payment of a postal check) are considered purchase type transactions, provided that the transaction is sent by the post office's acceptance bank to the issuing Bank as a purchase type transaction.

ACCOUNT BALANCE INFORMATION THROUGH AN ATM AND POS TERMINAL

VIII.17. If functionality allows, Cardholders can use their Bankcards to inquire on their current available account balance at ATMs and POS terminals suitable for cash withdrawal, provided that the point of sale offers this service. Such equipment can display this on the transaction slip, too. Cardholders have the obligation to verify the data on the slip issued by the Point of Sale and to keep the slip. The Bank shall always state the balance in Hungarian Forints (HUF) whenever this information is requested by means of the



Bankcard. For conversion purposes, the Bank applies its FX mid-rate No.1. Slips need to be kept for three months.

CHANGE OF PIN CODE THROUGH AN ATM

VIII.18. The Cardholder can change the four-digit secret personal identification code issued by the Bank to any combination with the Bankcard at ATMs supporting this particular service. The new PIN selected by the Cardholder must also be comprised of four digits. When changing PINs, the use of so-called “weak” PINs — such as combinations made up of four identical numbers (“1111”, “9999”, etc.), numbers in a sequence (e.g. 1234), or using the date of birth of the Cardholder — is inadvisable.

CASH DEPOSIT THROUGH POS TERMINALS

VIII.19. Cash may be deposited into a credit card account using a POS terminals placed in the Bank's branches. The paid in amount instantly increases the available account balance.

CASH DEPOSIT THROUGH ATMS

VIII.20. Cardholders can use their Bankcards issued by the Bank with the relevant PIN code to make cash deposits at ATMs offering this service. Only valid forint banknotes can be deposited at ATMs with cards. The list of the ATMs suitable for depositing cash is available at the branches of the bank and the Bank's website.

ATM forint deposits can be made to the active account associated with the Bankcard, regardless of it being a HUF or an FX account. The amount deposited will be credited to the Bank Account associated with the card and managed by the Bank. Cash deposits cannot be made to blocked or closed Bank Accounts, or by using a Bankcard which has expired or is invalid for any other reason. Cash deposits cannot be made to blocked or closed Bank Accounts, or by using a Bankcard which has expired or is invalid for any other reason. Cash deposit transactions cannot be made at an ATM to Bank Accounts which are under cancellation, have been terminated or are blocked, and the Bank shall not be liable for any late or incorrect settlement resulting from such transactions.

SETTLEMENT OF CASH DEPOSITED THROUGH ATMS

VIII.21. Amounts deposited at ATMs will automatically be credited to the Bank Account and the deposited amount will immediately be available on the associated Bank Account if the deposit transaction is made before the acceptance deadline specified in the Announcement. The Bank, however, reserves the right to not credit the amount to the Bank Account immediately in case of a technical issue (e.g. system crash), but to execute the transaction after the problem is fixed.

VIII.22. The Bank must execute payment transactions made before the deadline for acceptance specified in the Announcement and the payment of the related fees on the same banking day with that day's value.

VIII.23. The types of Bankcards which can be used for this service and all other terms and conditions of using this service are specified in the applicable Announcement.

VIII.24. Banknotes to be deposited at ATMs shall be placed into the ATM in an orderly form, free of any creases or folding, without packaging or pins, in a state suitable for depositing. If these rules are not observed, the ATM may return the banknotes, or may be damaged due to misuse, and the Cardholder shall bear full liability for the consequences.



- VIII.25. K&H ATMs suitable for accepting cash deposits will accept only valid and genuine forint banknotes; as the ATM will return any foreign banknotes without examining them.
- VIII.26. Any technical problems occurring during the transaction will result in a settlement obligation between the Bank and the Cardholder. Justified claims shall become immediately due and payable to the other Party.
- VIII.27. ATMs will retain all forint notes if they are suspected to be counterfeits or their genuineness cannot be established clearly. The Bank will handle such notes in accordance with the applicable requirements of the National Bank of Hungary.

IX. BANKCARD USAGE AUTHORISATION, FINANCIAL COVERAGE

- IX.1. The rules on Bankcard transaction limits are set out in the Bank's Announcement. The Account Holder agrees to place at the Bank's disposal the amount specified in the section "How to Apply for a Bankcard" of the Announcement until the Bankcard is activated. The Account Holder expressly agrees that the Cardholder should be allowed to carry out transactions at the expense of the available account balance up to the daily spending limit – and the CNP limit, which is included therein – and the daily cash withdrawal limit, or in the case of a business credit card, up to the weekly and/or monthly limit linked to the credit card account. The Account Holder acknowledges that if no custom cash withdrawal, spending and virtual transaction (CNP) limits are specified in the Bankcard Agreement, the default cash withdrawal, spending and virtual transaction (CNP) limits set out in the Announcement shall apply.
- IX.2. If wrong PINs are entered three times on the same day, the Bank shall reject transactions with PIN authorisation for that day together with blocking the card-related PIN, and is entitled to withdraw the Bankcard. Blocked PIN codes shall be re-activated automatically after maximum 24 hours. Bankcards withdrawn by ATMs shall be stopped and replaced free of charge. In the case of ATMs managed by the Bank, the Bank shall, at its discretion, decide on the stopping or returning of the bankcards to the Cardholders. In the case of ATMs managed by external service providers, bankcards will always be stopped and destroyed, and cannot be returned. The Bank shall not be held liable for any limitations applied by other acquiring banks.
- IX.3. When authorising Bankcard transactions, the Bank considers only the authorisation request, and immediately reduces (blocks) the underlying balance or available credit assigned to all the bankcards issued for the bank account, without checking the entitlement of the person initiating the transaction.
- IX.4. Direct financial coverage for Bankcard transactions is provided as follows:
- for personal debit cards: the total available sight balance of the bank account;
 - for personal credit cards: the available credit on the credit card account;
 - for business debit cards: the total sight balance of the bank account or the balance of the card account, as specified by the Account Holder;
 - for business credit cards: the available credit on the credit card account or the credit limit specified by the Account Holder for a particular credit card.

- IX.5. The Point of Sale can refuse the acceptance of the bankcard, if:



- a) the bankcard is listed on the list of blacklist of an International Card Company.
- b) the bankcard is not valid,
- c) the bankcard is valid (not cancelled, not stopped), but has not yet been activated
- d) the bankcard's validity has expired
- e) the back of the bankcard is not signed by the Cardholder
- f) the back of the bankcard is signed by the Cardholder, but the signature does not match the signature on the Cardholder's personal identification document.
- g) the bankcard is visibly damaged, modified or its identifying marks are incomplete
- h) the Cardholder does not identify themselves with a personal identification document when requested by at the Point of Sale
- i) fraud is suspected

X. FEES, EXPENSES, COMMISSIONS AND INTEREST

- X.1. The fees, expenses and commissions related to the issue and use of the Bankcard as well as the credit card account conditions and the due dates of payment are set out in the Bank's Announcement. If the Bank renders services that are not covered by the Announcement, it will charge the Account Holder with the actual expenses incurred by it.
- X.2. Annual Bankcard fees are payable for each year commenced. The Bank shall charge the first annual fee after the card has been activated, but shall charge and debit the Account Holder's bank account or – in the case of credit cards – his credit card account with the annual card fee in the card's month of expiration every year thereafter. If the bankcard agreement is terminated over 1 year from the date of issue, but prior to the annual expiry of the related bankcard, the Bank shall refund the annual bankcard fee time-proportionately for the number of whole months remaining until the expiry.
- X.3. By filing an application for a Bankcard, the Account Holder consents to the Bank charging, without any further authorisation, his/her/its bank account with the amount of card payments and cash withdrawals as well as Bankcard fees, expenses, commissions and interests after the Bankcard Agreement comes into effect.
- X.4. The Bank charges the fees, expenses and commissions directly to the bank account or the credit card account upon the issue of the Bankcard, at the due date of the given transaction type and upon the booking of the individual transactions and interest.
- X.5. The rate of interest payable on the Account Holder's positive account balance is set out in the Bank's Announcement relevant to the given bank account.
- X.6. The start of the interest calculation is set out in these GCTC, while the method of interest payment is provided in the Announcement. The start of the interest period is:
 - a) for cash withdrawals at any K&H branch and from any ATM operated by K&H, and for the related charges: the transaction day for credit card transactions, and the value date for deposit card transactions;
 - b) for cash withdrawals at any bank branch in Hungary or abroad, and from any other non-K&H ATM operated in Hungary or abroad, and for the related charges: the value date of the settlement between the bank and the card company,



- c) for transactions in Hungary or abroad and shopping transactions carried out at ATMs in Hungary or abroad, and for the related charges: the value date of the settlement between the Bank and the relevant counterparty (K&H merchant or card company),
- d) for cash deposits made at ATMs, the value date when the transaction is settled.
The interest inception date for further fees, charges and commissions on bankcards and credit card accounts shall be the day when the Bank processes the specific fee item.

XI. SETTLEMENT OF BANKCARD TRANSACTIONS

TRANSACTION SETTLEMENT

XI.1. The Bank shall be entitled to debit all the transactions carried out by means of any type of Bankcard issued to the Account Holder against the bank account or credit card account without checking the entitlement of the person using the Bankcard. The booking of cash withdrawal transactions performed by means of Bankcards shall depend on the deadlines applied by international card companies 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 RATE APPLIED TO DEBITED TRANSACTIONS, FEES AND COMMISSIONS

XI.2. In case of **bankcard transactions carried out in Hungary**, if the transaction is carried out with a merchant contracted with an acquiring bank seated in Hungary, the transaction is debited to the client's account regardless of the original currency of the transaction:

- a) without conversion for accounts in the same currency as the transaction,
- b) for accounts in a different currency than that of the transaction: at foreign exchange buy rate I. as officially published in the Bank's branches and on its website valid on the day of processing by the Bank.

XI.3. In case of **bankcard transactions carried out abroad**, if a Bankcard transaction is forwarded to the Bank in a card company's currency of settlement (the current settlement currencies are set out in the Announcement), then it is debited to the client's account:

- a) without conversion for accounts in the currency of settlement. However, if the card company applies a different exchange rate from the bank's exchange rate, an exchange rate gap might occur. The Bank shall not be held liable for such exchange rate gaps,
- b) in case of HUF accounts, if the settlement currency is not HUF, a sum converted at the FX sell rate I. in force on the Bank's own processing day and formally communicated in bank branches and on the Bank's website will be credited,
- c) in case of FX accounts, if the settlement currency is HUF, a sum converted at the FX buy rate I. in force on the Bank's own processing day and formally communicated in bank branches and on the Bank's website will be credited,
- d) at the Bank's foreign exchange cross rate valid on the day of processing by the Bank as officially displayed in the branches and website of the Bank for foreign exchange accounts if the currency of settlement is not HUF and is different from the currency of the account.

XI.4. The transaction fee, calculated in accordance with the Bank's Announcement, is debited to the client's account

- a) in case of HUF accounts, without conversion, and
 - b) at the Bank's foreign exchange I. mid rate valid on the day of processing by the Bank as officially displayed in the branches and website of the Bank for foreign exchange accounts.
- XI.5. The transaction fee as a percentage of the transaction in HUF is debited to the client's account, if the original currency of the transaction is HUF, then
- a) in case of HUF accounts, without conversion, and
 - b) at the Bank's foreign exchange I. mid rate valid on the day of processing by the Bank as officially displayed in the branches and website of the Bank for foreign exchange accounts.
- XI.6. In 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 company.
- a) in case of HUF accounts, the fee generated in the above way will be debited without conversion
 - b) debiting will take place at the Bank's foreign exchange I. mid rate valid on the day of processing by the Bank as officially displayed in the branches and website of the Bank for foreign exchange accounts.
- XI.7. In 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 foreign exchange I. sell rate valid on the transaction value date, as quoted first or, for transactions performed on a banking day before the deadline set out in the Announcement, at the foreign exchange I. sell rate valid at the time of performing the transaction
 - b) the transaction fee amount will be settled using the amount converted at the foreign exchange I. mid rate valid on the transaction value date, as quoted first or, for transactions performed on a banking day before the deadline set out in the Announcement, at the foreign exchange I. mid rate valid at the time of performing the transaction.
- XI.8. When using Dynamic Currency Conversion (DCC), the amounts of bankcard transactions executed abroad will be debited to a HUF account in HUF, without conversion.

THE EXCHANGE RATES APPLICABLE TO THE CREDITING OF BANKCARD OR BANKCARD-RELATED TRANSACTIONS

- XI.9. In case of **bankcard transactions carried out in Hungary**, if the transaction is carried out with a merchant contracted with an acquiring bank seated in Hungary, the total/sub-total debited to the client's account regardless of the original currency of the transaction
- a) without conversion for accounts in the same currency as the transaction,
 - b) for accounts kept in a currency other than that of the transaction: at foreign exchange buy rate I. as officially published in the Bank's branches and on its website valid on the day of processing by the Bank.
- XI.10. **If the bankcard is used abroad**, and the value of the transaction comes in to the Bank in the card company's settlement currency (effective settlement currencies are contained in the Announcement), the amount to be credited will be credited to the Client's account.
- a) without conversion for accounts kept in the currency of settlement. However, if the card company



applies a different exchange rate from the bank's exchange rate, an exchange rate gap might occur. The Bank shall not be held liable for such exchange rate gaps,

- b) in case of HUF accounts, if the settlement currency is not HUF, a sum converted at the FX sell rate I. in force on the Bank's own processing day and formally communicated in bank branches and on the Bank's website will be credited,
- c) in case of FX accounts, if the settlement currency is HUF, a sum converted at the FX buy rate I. in force on the Bank's own processing day and formally communicated in bank branches and on the Bank's website will be credited,
- d) at the Bank's foreign exchange cross rate valid on the day of processing by the Bank as officially displayed in the branches and website of the Bank for foreign exchange accounts if the currency of settlement is not HUF and is different from the currency of the account.

XI.11. The crediting of the total/sub-total of the transaction fee, calculated as per the Announcement, will take place to the client's account

- a) in case of HUF accounts, without conversion,
- b) at the Bank's foreign exchange I. mid rate valid on the day of processing by the Bank as officially displayed in the branches and website of the Bank for foreign exchange accounts.

XI.12. The crediting of the total/sub-total set as a percentage of the transaction fee, will take place to the client's account in the following way, if the transaction's original currency is HUF

- a) in case of HUF accounts, without conversion
- b) at the Bank's foreign exchange I. mid rate valid on the day of processing by the Bank as officially displayed in the branches and website of the Bank for foreign exchange accounts.

FOR CREDITS WITHOUT A TRANSACTION HISTORY THAT ARE LINKED TO BANKCARDS

XI.13. If the amount to be credited is in the card company's settlement currency (effective settlement currencies are published in the Announcement), the sum will be credited to the client's account in the following way:

- a) without conversion for accounts kept in the currency of settlement. However, if the card company applies a different exchange rate from the bank's exchange rate, an exchange rate gap might occur. The Bank shall not be held liable for such exchange rate gaps,
- b) in case of HUF accounts, if the settlement currency is not HUF, a sum converted at the FX buy rate I. in force on the Bank's own processing day and displayed in bank branches and on the Bank's website will be credited,
- c) in case of FX accounts, if the settlement currency is HUF, a sum converted at the FX sell rate I. in force on the Bank's own processing day and displayed in bank branches and on the Bank's website will be credited
- d) at the Bank's foreign exchange cross rate valid on the day of processing by the Bank as officially displayed in the branches and website of the Bank for foreign exchange accounts if the currency of settlement is not HUF and is different from the currency of the account.

For transaction without prior credit or non-payment transactions the Bank is entitled to classify the item as suspicious and therefore delay the settlement of the item by one banking business day with the intent of its examination. The Bank shall not be held liable for such exchange rate gaps.

XII. UNAUTHORISED OVERDRAFT

- XII.1. The use of the Bank's debit or credit cards to overdraw the underlying bank account or credit card account, also when done in mala fide or only attempted, will be considered a gross breach of agreement. In such cases, the Bank shall restrict the use of the Bankcard until such time when funds amounting to its current claim are received into the account. The Account Holder must repay the amount of overdraft even if the overdraft is a result of some telecommunication or other system error or an erroneous balance statement.
- XII.2. Should the Account Holder fail to satisfy its 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 there are no funds on any of the Account Holder's accounts – 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 with it 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 are received in the account.

XIII. ACCOUNT STATEMENTS, COMPLAINTS

CONTENTS AND POSTING OF ACCOUNT STATEMENTS

- XIII.1. The Account Statement issued by the Bank lists all the details of transaction concluded with a bankcard/credit card, and it provides the data for identifying each bank transaction.
- XIII.2. The Bank sends an Account Statement per account to the mailing address specified by the Account Holder (which cannot be the Bank/branch office address), listing all the card-transaction-related debits and credits to the account together with the dates thereof and the account balance at the frequency specified defined in the agreement between the Account Holder and the Bank. Account Statements shall be issued as provided for in Section VIII.3. b).
The Bank shall forward the Account Statement to the Account Holder by post, to the mailing address specified by him, unless otherwise agreed upon by the Parties. Only one mailing address may be provided for each bank account or credit card account. The agreement concluded between the Account Holder and the Bank may offer an alternative method to these.
Other rules for Account Statements are subject to the provisions of the payment account agreement entered between the Parties and to applicable legal regulations.

SUBMISSION OF COMPLAINTS RELATED TO BANKCARDS

- XIII.3. If the Account Holder disputes a transaction, then on the basis of the Account Holder's report the Bank shall lodge a complaint with the international card company but shall not be liable for guaranteeing the positive outcome of such a complaint procedure. The Account Holder shall indicate the disputed amount and the presumed correct amount of the Bankcard transaction in his complaint, write down the basis of his claim and attach all vouchers and other documents available to him to support it. In the case of requests for rectifying payment transactions which were not approved or were approved but were incorrectly executed, the Bank shall prove – with the authorisation, if necessary – that the paying Party approved the disputed payment transaction, the payment transaction was registered in the correct form, and its execution was not hindered by any technical errors or malfunctions. 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 paying Party used the card in a fraudulent manner, or he approved the payment transaction, or that he breached the obligation set out in Paragraphs 40 (1) and (2) of Act LXXXV of 2009 on the pursuit of the business of payment services wilfully or out of gross negligence. A complaint is justified in particular if the payment transaction was not approved, or although having been approved, it was executed erroneously. If the Account Holder fails to file a complaint in relation to the bankcard transactions, corroborated by evidence, with the Bank until the last day of the month following the booking of the 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 shall be considered valid.

The Account Holder can lodge his complaint in any way as specified below for contacting the Bank:

- a) in person at a branch;
- b) in a letter sent to the Bank's mailing address (K&H Bank Zrt., 1851 Budapest); or
- c) in an email sent to the central email address of the Bank (bank@kh.hu)
- d) by Retail and SME customers: by phone, via the TeleCenter (Tel.: {1/20/30/70} 335 3355) following ePIN identification;
- e) For Corporate clients, following ePIN identification, via the Corporate Customer Service (until 31 December 2017 by phone: **+36-40 200-069**, until 1 January 2018 by phone: **+36-1-468-7777**).

XIII.4. Complaints shall have no dilatory effect with respect to obligations towards the Bank.

The Bank shall be entitled to investigate the Account Holder's complaint filed for any reason and decide on the necessary measures at its own discretion. The Bank will do everything in its power to investigate the complaints and/or to have them investigated, and it will notify the Account Holder of the findings in writing. If the acquirer is not the Bank itself, the Bank will forward the complaint to the merchant-acquirer, ATM-operator or teller-operator credit institution either directly or via the relevant International Card Company. If the complaint proves to be unfounded, the Bank shall be entitled to debit the previously credited amount to the Account Holder's account as of the original date of the transaction. Fraudulent cash withdrawals and POS purchases shall be an exception to the above rule. In such cases, the Bank shall only refund the disputed amount, if the investigation has ruled out the responsibility of the Cardholder.

XIII.5. The Bank shall investigate the complaint of the Account Holder, and inform the Account Holder in writing of the outcome of its investigation within 30 calendar days 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 companies, other financial service providers, points of sale or organisations pursuing outsourced activities) in providing the Service, the Bank shall inform the Account Holder of the foreseeable time of the conclusion of the procedure and the foreseeable time of notifying him/her/it of the results. The rules of processing, and the deadlines of answering, complaints filed with the Bank's supervisor are set out in the relevant legal regulations. If the Account Holder's complaint proves to be unfounded, the Bank shall be entitled to debit its investigation expenses to the Account Holder's account.

XIII.6. While a complaint is being investigated, the Account Holder is not allowed to unilaterally terminate the affected bank account agreement or credit card account agreement so that the disputed and refunded



amount could be debited again if necessary.

- XIII.7. If an unapproved transaction is executed, after investigating such transaction and if the complaint proves to be founded, the Bank shall immediately refund the amount of the payment transaction and any damage incurred thereon, and shall recover the conditions prevailing prior to the debit on the account.

XIV. STOPPING BANKCARDS

- XIV.1. Irrespective of whether the Bankcard has been replaced after the stopping or not, the expenses of stopping a Bankcard must be borne by the Account Holder except when the stopping is initiated by the Bank due to suspicions of fraud, or an ATM withheld the Bankcard, or the Bankcard has been lost while being mailed in Hungary. The Bank may accept a stopping request from another person, too, if that person can provide satisfactory evidence that the Account Holder and/or the Cardholder 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 Cardholder may suffer as a result of the stopping.

STOPPING BANKCARDS

- XIV.2. In order to have the card stopped, the Account Holder or the Cardholder must forthwith report to the Bank, or any other member of the International Card Company displaying on its premises the logo that appears on the card, the fact that:
- the Bankcard has been lost or stolen; or
 - the Bankcard data or the PIN or any other similar identification data have been obtained by an unauthorised third person
 - the Bankcard has been used in an unauthorized manner or without approval as arising from point a.) above.

REPORTING CHANNELS FOR THE STOPPING OF BANKCARDS

- XIV.3. Requests to stop a Bankcard can be made:
- by phone at the TeleCenter (Tel: [1/20/30/70] 335 3355)
 - by fax to the TeleCenter (Tel.: 460 5141)
 - in person at a branch;
 - in an email sent to the central email address of the Bank (bank@kh.hu)

In cases a), b) and d) the Bank will not check the reporting person's authorisation for reporting, and any loss resulting from unauthorised stopping requests must be borne by the Account Holder.

When a request for stopping a card is made by phone, the Bank shall be entitled to verify the reporter's identity by asking him/her some data provided by the Account Holder in the Bankcard Agreement. All phone calls are recorded. The reporter must unambiguously express his/her request for stopping the card and his/her willingness to bear related costs, otherwise the Bank will not fulfil the request for card stopping. Minors below the legal age may only initiate the stopping of their Bankcards as per articles a) and c) above.

DETAILS TO BE PROVIDED DURING THE STOPPING OF BANKCARDS

- XIV.4. When requesting that a card be stopped, the following data must be supplied:
- the card number and/or the bank account number;
 - the Cardholder's data; and
 - if the card has been lost or stolen, any relevant information regarding the circumstances, and the



- amount of the last transaction executed by the Cardholder;
d) the details of the person making the report, if other than the Cardholder.

- XIV.5. When a Bankcard is stopped due to theft or unauthorised use, the Cardholder must report the case to the police, too, and a copy of the police report must be attached to the complaint, if any.
- XIV.6. The Bank shall fulfil any request for stopping a Bankcard immediately. From the moment a request for stopping a card is made, the Bank shall be liable for the risk and cost of any unauthorised use of that Bankcard. The Bank shall be exempt from liability, if the loss is due to the Cardholder's deliberate or grossly negligent breach of agreement. (The risks and costs incurred in connection with transactions requiring the use of the PIN shall be borne by the Account Holder in all cases.) The Bank's card stopping procedure and the fees charged for stopping a card are set out in the Bank's Announcement.
- XIV.7. For the purpose of deciding the issue of liability for risks and costs, the time of the stopping requesting shall be Hungarian local time unless otherwise provided.
- XIV.8. The stopping of a card cannot be undone. A card once requested to be stopped cannot be used again even if it is found. After a Bankcard has been stopped, the attached co-branded functions (if any) and loyalty discounts cannot be used either.
- XIV.9. If the Account Holder, the Cardholder or the holder of an additional co-card breaches these General Contracting Terms and Conditions or the provisions of the Bankcard Agreement or provides false data, the Bank shall be entitled to stop all the Bankcards issued under the affected Bankcard Agreement.
- XIV.10. The Bank shall be entitled to stop or suspend any Bankcard in order to prevent any card fraud or in case it is suspected that the Bankcard has been used in an unauthorized or fraudulent manner. The Bank is entitled to stop a credit card if the danger has increased that the Account Holder will be unable to settle his debt to the Bank. With the aim of preventing card fraud, the Bank has the right to check any transaction with the Cardholder and/or the Account Holder. Stopping a card on account of fraud prevention is free of charge. The Bank shall inform the Account Holder of any such stopping and arrange for the (free) replacement of the affected card.
- XIV.11. In case the stopping is initiated by the Bank or a third party, the Bank shall immediately inform the Cardholder on the fact of and the reasons for such stopping, except if this endangers the security of the Bank's operations. Such notification is made through calls effected by the TeleCenter, the Bank's phone-based customer service, to the client-level contact phone numbers of the Cardholder. If a potential fraud is suspected, the Bank's competent area shall initiate reconciliation with the Cardholder via telephone, or in writing if the Cardholder cannot be contacted on the phone, and shall restrict the use of the Bankcard. If the Cardholder fails to respond to the Bank's written notification within 15 days of the receipt thereof by the Cardholder, the Bank shall stop the Bankcard.

XV. RULES OF LIABILITY AND INDEMNIFICATION

UNAPPROVED PAYMENT TRANSACTIONS

- XV.1. For unapproved payment transactions made with the use of a Bankcard stolen or otherwise fallen out of the possession of the Cardholder, or for any damage arising from the unauthorized use of the Bankcard,



the Cardholder shall be liable up to HUF 45,000 before a request to stop the card is made. The Cardholder shall not be liable even for this amount in case the Bankcard has been used when it is physically absent or without being electronically identified. Moreover, the Cardholder shall not be liable if the damage has been caused through a personalized procedure qualifying as 'bankcard' that was taken with the use of an IT or communications device or without the personal safety elements (such as the PIN, the Security Codes or the Online Security Code), or if the Bank has failed to provide an opportunity for the report as under Section XIV.2. herein. The Bank is exempt from the liability listed in this section if it proves, that the damage caused by the unapproved payment transaction was caused by fraudulent conduct of the Account Holder/Card Holder, or that the damage was caused by the intentional or grossly negligent breach of their obligations defined in Sections III.19 a) or XIV.2.

XV.2. Once a report has been made pursuant to Section XIV.2. herein, the Bank shall be liable for any damage arising from any unapproved payment transaction made with the use of a Bankcard stolen or otherwise fallen out of the possession of the Cardholder, or those arising from the unauthorized use of the Bankcard.

The Bank shall be exempt from its liability especially but not exclusively in the following cases:

- a) if the Bankcard, the PIN code or the Online Security Code is handed over or transferred to or is made available or known to unauthorized third parties in any manner
- b) if the Cardholder has held the PIN code together with the Bankcard in a place that unauthorized parties were able to access
- c) the card transaction disputed by the Cardholder was executed using the PIN code or the Online Security Code, which proves that the Cardholder had violated the rules concerning the safekeeping of PIN codes or Online Security Codes
- d) possession or theft of the Bankcard by unauthorized persons if such an event is due to voluntary action or serious negligence by the Cardholder, especially if such an event happened because the premises or equipment used for storing the card were left unguarded
- e) failure to comply with the obligation of reporting and requesting a stopping, or doing so in a delayed or incomplete manner
- f) failure to file the required criminal report without delay
- g) breach of the GTC provisions governing the proper and secure use of the Bankcard
- h) failure to notify the Bank of any transaction identified in the text message notification or monthly account statement as unauthorized and relating to third parties
- i) Netting the daily ATM cash withdrawal and/or purchase limit at a high level not justified by the Cardholder's card usage habits or the limits recommended in the Announcement
- j) in the event of transactions executed in the physical absence of the card, if the data supplied while placing the order include the address of the Cardholder, or if the place of delivery is the address of the Cardholder (e.g. if the goods ordered were delivered to the Cardholder's address or if the order was sent from the Cardholder's e-mail address etc.)

XV.3. With respect to card transactions where the calculation method of the payable amount is known but the actually payable amount cannot be specified in advance (bookings made with bankcard – such as accommodation, rent-a-car, etc.), including those payment orders where the Cardholder authorizes the card acquirer upon placing the payment order to charge subsequent costs, the Account Holder is entitled to lodge a refund request in writing to his account manager branch pursuant to Article 46 of Act LXXXV of 2009 on the provision of financial transactional services, together with the official documents



reasonably necessary to judge the request. The Bank shall examine the refund request submitted and the underlying documents, and shall decide on the refund or the refusal of the request. The Account Holder is entitled to submit his refund request to the Bank within 56 days of the debit of the amount requested to be refunded.

The Account Holder is entitled to submit his refund request to the Bank within 56 days of the debit of the amount requested to be refunded. The Account Holder shall provide reliable evidence for the simultaneous existence of the following:

- a) a statement by the Account Holder that the Account Holder was not and could not be aware of the amount on the order prior to its execution,
- b) a statement by the Account Holder that the given card transaction has been executed, with the underlying invoices and slips attached.
- c) a complaint for the amount requested to be refunded as submitted by the Account Holder to the receiver party, and the reply of such receiver in which he/she/it acknowledges in writing that the request for the refund of the amount is justified and undertakes to repay the refunded amount to the Bank,
- d) a statement by the Account Holder that the amount requested to be refunded has not been refunded, set off or compensated by the receiver party for the benefit of the Account Holder.

The Bank shall decide on the completely submitted refund request within 10 business days, whereby the Bank is entitled to require other documents and information, and examine all the circumstances of the issue. In case of a positive decision, the Bank shall credit the amount requested to be refunded to the account of the Account Holder on the 10th business day at the latest. The value date of such credit shall be the date of the refund. The Bank shall not refund any fees or costs incurred on the order requested to be refunded. If the Bank decides to refuse the refund request, it shall notify the Account Holder thereof in writing and by providing justification.

XVI. ISSUANCE OF REPLACEMENT CARDS

XVI.1. The Cardholder may ask for a replacement card in order to:

- a) **Replace a damaged card** or to replace a card because of a name change. In such cases, the replacement card shall have the same card number, expiry date (mm/yy) and Security Code indicated thereon 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. For applications for the replacement of damaged cards the damaged cards must be returned to the Bank. The replacement 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 stopped 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 processing of the order for the new card, and 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 attached to it. After stopping a card, replacement cards will be issued automatically in the cases published in the Announcement, or at the Cardholder's request to this end.

XVII. RENEWAL OF BANKCARDS

XVII.1. In due course before the expiry of a Bankcard and in exchange for a fee as set out in the Bank's Announcement, the Bank automatically has a new card manufactured unless the card issue requirements are no longer met or the Account Holder, or the Cardholder with respect to his/her own Bankcard, delivers a written instruction to the opposite effect at least forty-five (45) days prior to the date of expiry.

If the renewed Bankcard is requested to be delivered to a branch, it shall be stored by the Bank for the period as set forth in its Announcement. If the renewed Bankcard is delivered by post, the Cardholder 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 Cardholder by post as included in Chapter III.

XVII.3. The renewed card can be picked up in one of the branches of the Bank, if the old one is returned and all outstanding debts related to the Bankcard Agreement have been settled. The Cardholder shall not be released from this obligation due to the fact that the Bankcard has been sent to the Cardholder by post. Any losses arising from failure to return the old card must be borne by the Account Holder in all cases.

RENEWAL OF BANKCARDS IN ADVANCE

XVII.4. The advance renewal of the bankcard can be requested maximum within 3 months of the expiry date of the card, but may be only requested up to the 45th day prior to the expiry of the bankcard, where the expiry date will be the expiry date of the validity period of the given card (mm/yy) added to the order processing date in accordance with the Announcement.

If the renewed Bankcard is requested to be delivered to a branch, it shall be stored by the Bank for the period as set forth in the Announcement, written in Section III.17 of these GCTC. If the renewed Bankcard is delivered by post, the Cardholder needs to activate the Bankcard within the same period.

XVIII. ACCOUNT-LEVEL CARD REASSIGNMENT

XVIII.1. ACCOUNT-LEVEL CARD REASSIGNMENT

Account-level card reassignment is subject to the following:

- a) The accounts involved in the reassignment must be connected to the same client identification number, although they may be denominated in different currencies.
- b) Reassignments may only be carried out between retail bank accounts or between business bank accounts.
- c) A precondition for the reassignment is that there should be no blocked amounts in connection with the cards to be reassigned.
- d) The system will perform the reassignment simultaneously for all live bankcards that are assigned to the account if the relevant technical conditions are fulfilled.
- e) The reassignment takes 1 banking day to complete if the application is submitted to the Bank by 16:30 on the day of application, and 2 banking days if it is submitted after 16:30 on said day,



during which time the cards being reassigned cannot be used.

XIX. MODIFICATION AND TERMINATION OF THE BANKCARD AGREEMENT

GENERAL TERMS AND CONDITIONS OF 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 considering and in line with any changes – except for those specified in the following provisions – in legislation concerning or relevant to the operational conditions or the activity of the Bank, changes in the provisions issued by the Central Bank or other regulatory provisions with binding effect to the Bank, changes in the regulations of the international card companies, obligations to pay public charges, changes in mandatory reserves rules, changes in the consumer price index and changes in the risks associated with the service.
- XIX.2. The Bank shall display a notice of any amendment unfavourable to the Account Holder/Cardholder in its branches two months before the amendment enters into force, except where the change in interest rates is prompted by a change in the reference rate of interest, in which case the amendment can be introduced with immediate effect and without the notification described below. In case the Bankcard Agreement or these General Contracting Terms and Conditions are amended, the Bank informs the Account Holder through the Account Statement. If the Account Holder does not accept the changes, they shall be entitled to terminate the Bankcard Agreement on the date when the amendment enters into force, without any fee, cost or other charges, but with the concurrent repayment of all card-related debts by the day preceding the date when the amendment enters into force. (In such cases, the Bank stops the relevant Bankcard/Bankcards). The amendment is deemed to be accepted by the Account Holder if he/she/it fails to notify the Bank on the refusal of such amendment before the amendment enters into force. If the Bankcard Agreement is not terminated, the amendments come into effect with respect to the Account Holder.

MODIFICATION OF THE BANKCARD AGREEMENT OF CLIENTS CLASSIFIED AS CONSUMERS

- XIX.3. Regarding the possible reasons for unilateral amendments concerning interests, fees and charges, and in more detail the conditions of amendments affecting the terms and conditions of Credit Card credits and/or loans will be properly governed by the provisions of the General Contracting Terms and Conditions for Retail Loans.

MODIFICATION OF THE BANKCARD AGREEMENT OF OTHER CLIENTS

- XIX.4. In the case of credit card agreements made with Account Holders not qualifying as consumers, the Bank shall be entitled to unilaterally amend the provisions of the effective General Contracting Terms and Conditions and the conditions set out in the Announcement and in the Client Agreement considering and in line with any changes in legislation concerning or relevant to the operational conditions or the activity of the Bank, changes in Central Bank or other regulatory provisions with binding effect to the Bank, changes in the Central Bank base rate or in its interest rates, changes in the possibilities and costs of acquiring funds on the money market, changes in the consumer price index, obligations to pay public charges, mandatory reserves rules and changes in the risks associated with the service or the Account Holder. Objective circumstances justifying the modification of the fees and charges defined as part of the credit card agreement:
- a) A change in the previous year's consumer price index, as published by the Central Statistics Office



The Bank may raise the amount of fees or charges each year up to the extent of the previous year's consumer price index as published by the Central Statistics Office.

- b) In the case of costs charged by entities other than the Bank (whose extent is not up to the Bank to decide), the following objective circumstances will justify the changing of fees: in the case of mediated services a change in the fees charged by the external contractor providing the service concerned.

XIX.5. The Bank agrees to refrain from unilaterally amending contracts to the Client's detriment where a credit facility has a term of less than one year according to the relevant Credit Agreement and where such a term is not extended automatically.

TERMINATION OF THE BANKCARD AGREEMENT

XIX.6. The Agreement is concluded for an indefinite term. The Bankcard Agreement lapses:

- a) if terminated by the Bank with immediate effect;
- b) on the last day of notice in case of ordinary termination;
- c) by common consent, on the date specified by the Bank and the Account Holder;
- d) when the Bankcard expires, if the requirements for issuing a new one are not met;
- e) if the Bank Account Agreement lapses;
- f) if the new, renewed or replaced bankcard has not been picked up/activated within the specified period of storage/activation, or there are no active cards linked to the Bankcard agreement,
- g) when the Cardholder passes away, upon the Bank learning of his death based on credible evidence.

ORDINARY TERMINATION OF THE BANKCARD AGREEMENT

XIX.7. The Account Holder shall be entitled to terminate the Agreement at any time without justification with a one (1) month written notice.

If the Account Holder exercises his/her/its right of ordinary 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 account and funds to cover any outstanding debts on the credit card account must also be available by the date of terminating the agreement the latest.

If the last active credit card linked to the credit card account is terminated or if the credit card agreement is terminated, the credit card agreement shall also be terminated simultaneously. The credit card account will be terminated upon the end-date of the billing cycle following the end of the notice period if the account does not contain debts or a positive balance. If the bank card is not returned to the Bank concurrently with the ordinary termination the Bank will limit the use of the card once the termination takes effect.

The Account Holder can terminate the Bankcard Agreement without incurring any fees, costs or charges after the first year. However, if the agreement is terminated by the Account Holder earlier, the Bank is entitled to a certain amount payable by the Account Holder as specified in the Announcement. This amount shall become due and payable simultaneously with such termination. Such amount cannot exceed the actual and directly arising costs of the termination.

The Bank shall be entitled to terminate the Agreement at any time without justification with a two (2) month written notice. The Bank will limit the use of the card during the notice period.

EXTRAORDINARY TERMINATION OF THE BANKCARD AGREEMENT (WITH IMMEDIATE EFFECT)



XIX.8. The Cardholder can terminate the 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.

XIX.9. Events which entitle the Parties to terminate the Agreement with immediate effect – apart from those specified in applicable legal regulations (primarily but not exclusively the Civil Code) and in the Agreement as such, or as a breach of agreement or breach event which is gross, material or allows immediate termination – include especially the following:

- a) The Bank shall be entitled to terminate the Bankcard Agreement with immediate effect if the Account Holder or the Cardholder commits a gross 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 Cardholder shall be jointly and severally liable for any loss resulting from the improper use of the Bankcard. If the Bank, with immediate effect, terminates any of the Bankcard Agreements of the Account Holder due to a serious breach of contract by the Account Holder or the Cardholder, the Bank shall be entitled to terminate all the Bankcard Agreements of the Account Holder and the Cardholder with immediate effect.
- b) With respect to business credit card agreements, the Bank has the right to terminate the Contract with immediate effect in the event of such a degree of adverse change in the Account Holder's financial situation as would jeopardise the eventual repayment of the Account Holder's debt arising from the credit card agreement.
- c) The Bank shall be entitled to terminate the bankcard agreement with immediate effect if the Account Holder fails to meet his/her co-operation and information obligations stipulated by law (especially by the Civil Code and the regulations concerning money laundering), as well as in the event that such external circumstances arise, outside the Bank's control, as a result of which the Bank may not reasonably be expected to continue a contractual relationship, or through which the Bank's business interest should in any other way be injured.

XIX.10. If the Bankcard Agreement is terminated for any reason, the Bank shall be entitled to prolong the underlying bank account and the blocking of the security deposit by thirty (30) calendar days in order to ensure sufficient funds for covering any unsettled item. The Account Holder's right of disposal takes effect on the 31st day.

XIX.11. The Account Holder must return the Bankcard(s) to the Bank if the Bankcard Agreement lapses or the card expires, otherwise the Bank is entitled to stop the bankcard. If the Bankcard Agreement lapses, the co-branded functions (if any) cannot be used any longer. Any loss resulting from the failure to return the Bankcard as required shall be borne by the Account Holder.

XIX.12. The Bank will settle accounts with the Account Holder upon the termination of the bankcard or credit card account agreement the latest. The termination of the agreement does not annul any debt the Parties may owe to each other.

XIX.13. In order to have the Account Holder's debt towards the Bank arising from the bankcard and credit card relationship settled, the Bank is entitled to have its claim settled, upon the due date, against any of the Account Holder's bank 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.14. Any positive balance available on the credit card account payable to the Account Holder at the time of the termination of the agreement may be transferred to a bank account the Account Holder may have with the Bank. If the Account Holder does not have any account with the Bank the amount payable to him will be paid in any of the Bank's branches. Such amounts payable to the Account Holder do not bear any interest.

XIX.15. The credit card account linked to the credit card agreement shall not be closed as long as it contains any debt or positive balance. With 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.

XX. ADDITIONAL SERVICES LINKED TO BANKCARDS

XX.1. The Bank may provide additional services linked to particular types of Bankcards. Such services may be provided under contracts with third parties and published in the Announcement. 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 Cardholder, 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 start of the legal relationship of insurance, and the insurance period, 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. Any claim by the Cardholder under the insurance policy must be directed to and shall be enforceable solely against the insurer or its claim adjustment partner. All liabilities arising from the insurance policy, except for the payment of travel insurance premium, which is included in the annual fee, must be met by the Cardholder.

XX.3. The Bank provides an opportunity for emergency cash withdrawal through member banks of the relevant International Card Company, charging fees as per the Bank's Announcement. Such services shall be available to the Cardholder subject to the Account Holder's consent.

XX.4. Emergency cash withdrawal abroad is an additional service published in the Bank's Announcement whereby the Bank enables the Cardholder to withdraw cash within 24 hours up to the positive balance of the bank account minus the service fee of the bank account published in the Announcement in case an international Bankcard is lost or stolen abroad. This solution is initiated through an official request made by the centre of the relevant International Card Company or a report made by the Cardholder, and it involves a cash-out opportunity at a member bank of the relevant International Card Company- within 24 hours after the original request/report, 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 Cardholder acknowledge that, in accordance with Act CCXXXVII of 2003 on credit institutions and financial enterprises, the Bank is entitled to disclose their data considered to be bank secret to the relevant International Card Company and its member banks, the entities involved in the issue and distribution of the Bankcard as well as to the Bank's contracted partners and – in case an insurance cover is provided as an additional service – to the insurance company involved. The Bank's prevailing Business Regulations 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 any failure of delivery or any loss resulting from a potential failure of delivery.
- XXI.3. The Account Holder acknowledges that, under the circumstances specified by 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 Bank's Business Regulations.
- XXI.4. The Account Holder acknowledges that if a business credit card is applied for, the Bank shall be entitled, under the circumstances and in the manner specified by the relevant legislation, to forward the Account Holder's personal and credit data to the central credit information system with regard to its credit and credit-type agreements.
- XXI.5. The Bank undertakes and by signing the Agreement, the Account Holder acknowledges that the Bank has given over one copy of the Agreement to the Account Holder upon 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 pursuant to Article 10 of the Pft. available at any time to the Account Holder, upon the Account Holder's request, either on paper or a durable data carrier. The language of liaison between the parties shall be identical with the language of the Agreement.
- XXI.6. If however the Agreement was concluded in a language other than Hungarian, English or German, then the language of liaison shall uniformly be English.
- XXI.7. The parties shall not specify a forum for the out-of-court settlement of legal disputes, they attempt to settle such disputes amicably whereby they are entitled to initiate an agreement with the cooperation of a jointly selected expert or any other reconciliation forum.
If the attempt at the amicable settlement of the dispute remains unsuccessful, the Account Holder can file a complaint with the Hungarian Financial Supervisory Authority, the competent reconciliation body or a court, as per the relevant legal regulations.
- XXI.8. Any issue not provided for in these General Contracting Terms and Conditions shall be governed by the Civil Code and the Bankcard legislation (particularly, but not exclusively, Act LXXXV of 2009 on the provision of financial transactional services, abbreviated as: Pft). 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 Business Regulations. The terms of business

applicable to the Bankcard relationship are set out in the Bank's 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.9. The Bank's supervisory authority is as follows:

- a) Name: National Bank of Hungary
- b) Registered seat: 1013 Budapest, Krisztina krt. 39.
- c) Phone number: (+36 1) 489-9100
- d) Fax number: (+36 1) 489-9102

