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# GENERAL CONTRACTING TERMS AND CONDITIONS

FOR BANKCARD AND CREDIT CARD SERVICES

**Effective date:** This amendment to the GCTC will not enter into force on 19/04/2022. The general terms and conditions for bankcard and credit card services in force as of 01/03/2022 shall remain in force with unchanged content.

**Published:** 18 February 2022

Pursuant to Section XIX herein, these GCTCs have been amended to

- reflect the changes to the Bank's procedures and operations as a result of the enhancement of its account management system, and
- add certain general clarifications.

Modifications are highlighted in red.



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## I. DEFINITIONS:

For the purposes of these rules on bankcard and credit card services, the following definitions shall apply. Special definitions applicable to credit card services are included in Chapter VII.

**“Regulation 2019/518”**: Regulation (EU) of the European Parliament and of the Council amending Regulation (EC) No 924/2009 as regards certain charges on cross-border payments in the Union and currency conversion charges.

**“Contactless icon”**: A logo on MasterCard bankcards to indicate that the bankcard is suitable for contactless payment; also, a logo on an ATM or POS terminal or at points of sale indicating the capability to accept a contactless card.

**“Authentication phone number”**: a telephone number used for client authentication, which is chosen by the Client and set at the client level. It is used for authentication during the use of electronically available services; the Bank will send to this number the SMS password necessary for logging on to use the Services.

The specification of the phone number and the area codes are described in the General Contracting Terms and Conditions on banking services with electronic authentication.

The authentication phone number may be given personally in any K&H branch or by calling our call centres, following an identification procedure described in the “Account Management Announcement” in force at the time.

**“ATM (Automated Teller Machine)”**: An electronic terminal enabling clients to use their bankcard together with their PIN code to access services such as, especially, cash withdrawals, cash deposits, account enquiries, PIN Code modification and purchase transactions (e.g. mobile phone top-up). Transactions that are available on a given ATM with bankcards are listed by the acquiring bank on the ATM screen and – at ATM’s enabled for use by the blind and visually impaired – also via headphones. When executing an ATM transaction, a PIN code will always be required, regardless of the type and amount of the transaction.

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

**“Bankcard or Card”**: A plastic card of a size compliant with ISO standards and carrying the Bank’s own logo and/or the logo of an International Card Company, issued to the Cardholder; it is an electronic cashless payment instrument that may be used for paying for goods and services and/or withdrawing cash and/or depositing cash at places where it is accepted. Bankcards issued by the Bank are the Bank’s property. Bankcards are specific to the person and may only be held by natural persons.

- a) An **electronic bankcard** is a bankcard product personalised with offset printing or laser engraving that may be used for transactions in electronic and, potentially, virtual acceptance environments, in accordance with the Announcement.
- b) An **embossed bankcard** is an embossed or laser engraved personalised card that may be used for transactions in electronic, virtual and, potentially, paper-based acceptance environments.
- c) A **debit card** is a bankcard with which the cardholder can make payments and withdraw cash up to the sight balance on the bank account or up to the sum total of such balance plus the amount of the overdraft facility on such account.
  - A **personal debit card** is a bankcard which the Bank issues on an underlying bank account of a natural person.



- A **business debit card** is a bankcard which the Bank issues on an underlying bank account or card account opened for legal entities and other business organisations.
- d) A **credit card** is a bankcard with which the cardholder can make payments and withdraw cash up to the available credit limit.
- e) A **digital bankcard** is the digital version of the physical bankcard issued to the cardholder, which can be used for mobile payments through the mobile wallet of mobile devices with an iOS or Android operating system. The digital bankcard has a different card number to the one of the physical bankcard; this card number is printed on the POS receipt generated of the transaction carried out with the digital card. Multiple digital cards can be issued to one physical Bankcard, depending on the number of mobile devices on which the physical card has been added to the mobile wallet. 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 may be used only through the mobile wallet application running on an iOS or Android operating system on a mobile or other electronic device.

**“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 their 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 authorisation 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 Company.

**“Banking day”**: All working days when the Bank is open for business. Regarding the use of a terminal (ATM, POS), a banking day shall mean any time when any other terminal available to the **Client** for business purposes is available.

**“Domestic transaction”**: Transactions are classified as domestic if both the ordering party’s institution (the card issuer bank) and the beneficiary’s institution (point of sale) are registered in 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 sale – except when the Cardholder opts not to receive one about an ATM cash withdrawal or a transaction not exceeding the single contactless transaction limit.

**“Card-not-present” (CNP) transaction or Virtual transaction**: Virtual transactions for the purchase of products or services without the physical presence of a bankcard, which include the following types:

- a) **“Mo/To Transaction” (Mail order/Telephone order)**: In such a transaction the Cardholder provides their card number, expiry date and the CVV2/CVC2 code to the merchant (if the merchant requires the latter) in a letter or by telephone.
- b) **“Online Purchase” (e-commerce)**: In such a transaction the Cardholder provides their card number, expiry date and the CVV2/CVC2 code to the merchant (if the merchant requires the latter) on a website; this is also called a 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. These data to be provided by the Cardholder are supplemented with the Online Security Code at Points of Sale using the online security code service.



**“Chargeback procedure”**: A complaint procedure initiated by the card issuing bank against the card acquiring bank with the aim of recovering the value of the debit card transaction validated by the acquiring bank. It is used when the cardholder does not acknowledge the legitimacy of the transaction entered in the bank account as a result of the use of the card and the illegality of the charge can be established on the basis of the applicable card company rules. As a result of the procedure, the disputed amount will be refunded to the Cardholder and may be debited back to the merchant or the bank operating the ATM.

**“CVM (Cardholder Verification Method)”**: Providing a PIN code or a signature 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 virtual “Card-not-present” transactions if the point of sale requests it. Depending on the card company, it is referred to as either CVV (Card Verification Value) or CVC (Card Verification Code).

**“Digitisation”**: The process of creating a digital version of a Bankcard. The Cardholder is entitled to digitalise any of their active personal and/or business Bankcards, provided that they have access to the mobile wallet application on a mobile or any other electronic device of their own that uses the iOS or Android operating system and have accepted the relevant terms and conditions. The digitisation function is part of the mobile wallet application running on mobile devices or any other electronic devices using the iOS or Android operating system.

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

**“EEA member state”**: member states of the European Union and other states that are party to the Agreement on the European Economic Area.

**“Unique electronic data”**: The Bank considers the identification data on the magnetic strip and 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 authorise a contactless transaction. The amount of the single contactless transaction limit is specified in the prevailing Announcement.

**“Transaction below single contactless limit (also known as small-sum transaction limit)”**: A transaction below the purchase limit amount specified in the Announcement, for which the PIN code may not necessarily be required when paying in a contactless mode. The single contactless transaction limit cannot be modified by the Account Holder/Cardholder, and transactions above this limit will always require a PIN code, even in contactless payments.

**“e-card page”**: Internet (web) based banking page available to Cardholders who do not have access to K&H e-bank or K&H mobile bank. The following services are available to cardholders here:

**a) accessing the PIN code for the bankcard**

To access this service, Clients need to enter their K&H myID, ePIN and the confirmation code sent to their authentication phone number by text message. This service is not available on the page if an authentication phone number has not been provided.



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

To access this service, Clients need to enter their K&H myID, ePIN and the confirmation code sent to their authentication phone number by text message.

**“Contactless transaction”**: A contactless purchase (payment) transaction that 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 the card reader unit of the terminal. Successful payment is indicated with a sound and a flash of light.

**“Electronic identification”**: A verification process in which the Bank and the terminal use the unique electronic data on the electronic payment instrument to carry out the identification of the Client giving the order.

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

**“Point of Sale”**: A merchant, either in Hungary or abroad, that accepts Bankcards with international logos as a cashless 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 “Merchant’s Bank”**: A Bank that has an agreement for card acceptance with a merchant that accepts bankcards.

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

**“Pre-Authorisation”**: An authorisation that is not followed immediately by an actual transaction. A pre-authorisation is for the expected rather than the actual amount of a transaction. The expected amount of the transaction will be blocked on the account. Pre-authorisation requires that the expected transaction amount be specified in numbers. Blocking does not mean debiting; it serves only as 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-authorisation — resulting in the actual debiting of the transaction — or by requesting that the earlier pre-authorisation 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, travel agents, pay-at-pump petrol stations and parking lots.

**“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 pre-authorised sum may be processed in multiple transactions and may also differ from the final transaction sum.

**“Authorisation Process”**: A message sent by the issuer Bank or its agent to the point of sale, whereby, based on the authorisation request, it either authorises or refuses the transaction.

**“ePIN”**: see definition in the General Contracting Terms and Conditions on banking services requiring electronic identification.



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

The telephone number necessary for online purchases using strong customer authentication (SCA) may be registered:

- in person at any K&H branch,
- retail and SME clients: by phone at the TeleCenter (Tel: {1/20/30/70} 335 3355), with the level of identification stipulated in the Announcement on account management
- corporate clients: by phone at the Business Call Centre (Tel: 06-1 468 7777), with the level of identification stipulated in the Announcement on account management,
- retail and SME clients registered for K&H e-bank/mobile bank: using those services,
- SME and corporate clients registered for Electra: using that service.
- e-card page – only password registration is available

**“Contactless card”**: a bankcard on which a contactless icon means that it is suitable for contactless purchases. The contactless function of contactless cards issued by the Bank cannot be switched off even at the client’s request. The list of bankcards suitable for contactless payment can be found in the Announcement.

**“Contactless transaction”**: A contactless purchase (payment) transaction that 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 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 – for the purposes of calculating interest – considers a transaction debited or credited to a settlement account. The value date is indicated in the account statement as “the date of interest or interest calculation”.

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

**“Approval/authentication of payment transactions”**: The Bank will deem a payment transaction by a Cardholder approved if the Cardholder has supplied their authentication data (e.g. PIN code) and/or signed the transaction receipt during the transaction; has supplied the CVC2 or CVV2 code of their 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.

**“Processing Date”**: The day on which the Bank books a transaction in its account management systems (day of booking). The Processing Date is indicated in the account statement as “the date of booking”.

**“Blocking”**: An amount that is equal to the amount featured in the authorisation request charged to the balance available on the account at the time of the authorisation. The payment of a blocked amount requires confirmation, whereas its cancellation requires a relevant instruction from the acquiring bank; if neither of these is available, the blocking may remain in place for 10 calendar days plus 2 additional banking days. Account Holders who have registered for the K&H Mobilinfo service will receive a text message containing the authorised amount, which is always calculated in HUF. Authorisation requests made in currencies other





than the Hungarian forint will be converted to HUF by the international card company (MasterCard) at its current exchange rates; the amount debited later may therefore differ from the original blocked amount.

**“Consumer, especially in regard with Regulation 2019/518”**: means a natural person acting for purposes other than their trade, business or profession;

**“Announcement”**: It contains the bankcard issuing and usage fees, charges and commissions, together with the due dates and calculation methods thereof, further conditions related to Bankcards, and the terms and conditions of applying for and using Bankcards. The Bank has an obligation to inform its clients via Announcements, which it fulfils by displaying its Announcements at its branches, sending them by post to the clients’ addresses, making them available for collection in person at its branches and publishing them on its website at [www.kh.hu](http://www.kh.hu).

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

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

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

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

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

- a) bankcard password with parameters stipulated in the Announcement
- b) mobile telephone number designated for receiving the 3D Secure Code and matching the parameters stipulated in the Announcement.

**“3D Secure Code”**: The 3D Secure Code used in online purchases is a service developed by the card companies MasterCard and Visa to prevent fraud; this is achieved through the higher level of security in cardholder identification by using the CVV2/CVC2 code. This process may, or sometimes must, be used at Points of Sale where the 3D Secure service is employed in the card acceptance process (such virtual payment pages will display the MasterCard SecureCode logo).

**“Online Purchase” (e-commerce)**: A type of virtual (CNP, Card-not-present) 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 CVV2/CVC2 code to the merchant on a website or in an application developed by a third-party service provider, referred to as a 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) or makes a payment using a digital bankcard. These data to be provided by the Cardholder are supplemented with the Online Security Code at Points of Sale using the online security code service.

**“Recurring payment”**: A function in card acceptance, which is a payment made by using the credit card details provided by the Cardholder during the registration transaction to initiate future payments without the Cardholder’s active participation and without having to re-enter the credit card details. In this case, during the registration transaction, the Cardholder consents to the recurring payments and the Merchant initiates the payments on the basis of this consent. The Cardholder is the only person who can initiate the termination of the recurring payment with the Merchant.



**“Cardholder/Paying Party”**: An Account Holder natural person, or a natural person authorised by them to use a Bankcard (Co-Cardholder), or a natural person authorised by an Account Holder legal entity/organisation to use a Bankcard; the Cardholder is entitled to use a bankcard of a type issued by the Bank after the Bank has accepted their card application and entered into a Bankcard/Credit Card Agreement with them (in the case of minors between the age of 14 and 18, a statement of consent by their legal guardian will be required for opening a bank account).

**“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 for collecting the bankcard. The Card Branch may be different from the Home Branch.

**“Card 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 their application for a business debit card has been accepted.

**“Card transfer”**: During card transfer, the Bank moves an active bankcard or bankcards from one K&H bank account to another K&H bank account of the Account Holder. The Account Holder’s accounts involved in the card transfer may be in different currencies. Card transfers between accounts of different Account Holders are not possible.

**“Master Agreement”**: The set of documents determining the legal relationship between the Bank, the Account Holder and the 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

If the Bank uses or mediates services of Magyar Posta Zrt (Hungarian Postal Service) when providing services subject to these GCTCs, the relevant contractual conditions (business regulations, other regulations) of Magyar Posta Zrt. will also apply.

**“Framework Agreement”**: the unique client agreement for the bankcard services subject to these GCTCs may also be concluded by the Parties in the form of a Framework Agreement for banking services, subject to the terms and conditions stipulated therein. In such cases, the unique client agreement for the provision of the given bankcard service will be constituted by the Framework Agreement together with the related Service request and/or modification documents. The range of services available under a Framework Agreement are set out in the prevailing Announcement.

**“K&H myID”**: as defined in the General Contracting Terms and Conditions on banking services requiring electronic identification.

**“Cumulative 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 not known to the Bank.

**“Logo”**: A symbol identifying the card type, appearing on the Bankcard and at the Points of Sale, indicating 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 online transactions. It is part of the online security code service (3D Secure Code service).

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

**“Mobile Payment”**: A transaction completed with a digital bankcard on a mobile device where the POS terminal is physically present, while the Bankcard is present digitally. To approve a Mobile Payment transaction, the Cardholder touches the payment-enabled mobile device to a POS terminal suitable for contactless payments, which activates the terminal’s reader.

**“Daily Cash Withdrawal Limit”**: This is a limit on 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 prevailing Announcement. The Daily Cash Withdrawal Limit may be modified within the range specified in the Announcement

**“Daily CNP Limit”**: Within the Daily Spending Limit, which determines the maximum 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. The available maximum limit is equal to the bankcard’s actual valid daily purchase transaction limit.

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

**“International Card Companies”**: The Bank has primarily joined the following international card companies: 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 brand name used by the Mastercard card company, which indicates the ability to pay contactless. It appears on bankcards and POS terminals.

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

**“PIN Code”**: A personal identification number (used as personal authentication data) generated under maximum security and made available by the Bank to the Cardholder, to be used in card transactions on electronic terminals (ATM, in certain cases POS).



**“POS (Point of Sale) Terminal”**: An electronic terminal at the Point of Sale used for conducting card payments. It checks the Bankcard, records transaction information and forwards such data to the Bank.

**“Stand in” transaction**: Transactions authorised by International Card Companies, where the Bank is not the authorising entity. For such transactions, the available funds, the “Stand-in Bankcard Use Limit” and card status are not always checked, 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 for whom the Bank manages, irrespective of currency,

- a) a retail bank account or FX account, relating to which they enter into a bankcard agreement,
- b) a current account and a bankcard account, relating which they into a bankcard agreement,
- c) or a credit card account, relating to which they enter into a credit card agreement.

The accounts in a.) and b.) are all referred to as bank accounts.

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

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

**“Co-cardholder”**: Cardholders whose card was issued by the Bank

- a) to a person who is not the Account Holder in the case of retail bank accounts, also including cards issued to Co-Account Holders,
- b) to a person who is not the Account Holder in the case of retail currency accounts,
- c) to a person who is not the Account Holder in the case of retail credit card accounts,
- d) to any Cardholder person in the case of business bank accounts or currency accounts.

**“Co-Account Holder**: It carries the meaning specified in the General Contracting Terms and Conditions for bank account, deposit account and term deposit products provided to Resident and Non-resident natural persons.

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

**“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 management systems. The Bank will use this address to send correspondence concerning bankcard events.

**“Virtual transaction” or “CNP (Card-not-present) transaction”**: A transaction initiated with the card not physically present at the Point of Sale, in which 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.

**“Virtual POS (VPOS) Terminal”**: A device for making purchase transactions via the Internet

**“Non-refundable transaction”**: A transaction that cannot be cancelled, withdrawn or modified at the card acquirer after it has been executed. The full price of the goods or services must be paid even if the cardholder is unable to use them in the end. The Merchant must inform the cardholder of the non-refundable nature of the goods or services before the transaction. The cardholder accepts the transaction in the knowledge that he has been informed of the cancellation and reimbursement conditions applied by the point of sale.

## 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 Card Holder's name, a signature strip, the CVC2 or CVV2 code, the name of the card, the card number, the expiry date, a magnetic strip for the purpose of identification, and a logo identifying the services available through the card.
- II.2. The Bank personalises the personal Bankcards with a maximum 24 -character-long name provided by the Account Holder in the Bankcard Agreement, and identical with name in the personal identification document. In the case of a business Bankcard, in addition to the name of the natural person Card Holder, the short name of the Account Holder company can also be shown. The Bank shall not accept any request, in which the Account Holder/Card Holder 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 24 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. For retail bankcards:

In the case of a retail bank account agreement concluded before 5<sup>th</sup> October 2018, the Account Holder or the Co-Account Holder can initiate the application for a Bankcard (except for a digital Bankcard) individually, even for a third person Card Holder.

In the case of agreements concluded after 5<sup>th</sup> October 2018, the Account Holder or the Co-Account Holder can initiate the application for a Bankcard individually for themselves, however, the Account Holder and the Co-Account Holder may only initiate the application for a Bankcard for a third person Card Holder jointly.

**For business bankcards:**

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

**For all types of bankcards:**

A client identification check is required to be able to conclude the bankcard contract. More than one type of card can be issued for the same bank account, and cards can be requested for more than one Card Holder within the same card type. Unless otherwise provided for in the Bankcard Agreement or the Announcement, a single Card Holder can have only one Bankcard of a particular type to be issued to him/her for a single bank account. Where different types of Bankcards are applied for, the Account Holder must acknowledge and accept the respective terms of issue as published in the Bank's Announcement for each type of card.

- II.5. If the Bankcard application at the Bank is not submitted in person by the Account Holder/Card Holder or their registered Representative, then the right of representation of the individual proceedings on behalf of the Account Holder/Card Holder must be certified by way of a public document, a private document with full probative force or with an authorisation certified by a solicitor. The authorisation must contain the details of the authorising Account Holder(s) and the authorised person, the bank account relating to the authorisation, and the subject and scope of the authorisation. The Bank will only accept an authorisation issued abroad if it is certified. The certification can be done by the Hungarian Consulate in the country of issuance, or by issuing an Apostille under the Hague Convention (announced in Legislative Decree 11 of 1973 to promulgate the Convention Abolishing the Requirement of Legalisation for Foreign Public Documents concluded 5 October 1961).
- II.6. Any agreement with a client with impaired vision or with an illiterate client must be concluded before two witnesses. The Bank wishes to point out that the use of Bankcards by such clients carries a greater-than-usual risk.
- II.7. When applying for a debit card, the Account Holder must deposit a minimum amount (if it is an application condition) as per the Bank's relevant Announcement to the account for which the card is to be issued pursuant to the relevant Announcement.
- II.8. Without prejudice to its other rights granted under the Agreement, the Bank is entitled to separate the amount published in the Announcement or determined individually by the Bank from the balance on the Account Holder's bank account and block it as a security deposit at the time when the Bank issues the Bankcard. The amount of the security deposit shall serve as collateral through the validity of the debit card (including any extensions or amendments) until the date of final settlement.
- II.9. The Bank shall be entitled to conduct a bank assessment of the Account Holder's financial standing using the data provided in the application form prior to issuing the Bankcard, and at intervals determined at its discretion. The Bank is entitled to verify the truthfulness of the data provided by the Account Holder by requesting documents (in particular: specimen signature, employer's certificate, etc.). The Bank reserves the right to make an ad hoc offer for a credit card agreement on specific terms and conditions other than those set out in the Announcement or to reject an application for a credit card without providing reasons.
- 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. The Bank publishes the electronic channels available for submitting card-related mandates and their required authentication level in the Account Management Announcement.



- II.11. Subject to the Bank signing the Bankcard Agreement, the Bank shall get the card produced within fifteen (15) banking days of receiving the client's application for a Bankcard.
- II.12. Bankcard (credit card) application and the conclusion of the contract may take place as stipulated in the Account Management Announcement.

### 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, as non-recorded mail:

- a) **in case of retail bankcards** to the Card Holder's client-level domestic mailing address or mailing address being in a country specified in the Announcement as recorded in the Bank's systems, (box office can be indicated) or to the Card Holder's client-level domestic temporary address or temporary address being in a country specified in the Announcement or neither of them have been registered client-level domestic permanent residential address or residential address being in a country specified in the Announcement if no such mailing address has been recorded. In case the client has no address stipulated above, the bankcard will be sent to a K&H branch.
- b) **in case of business cards**, the Bankcard shall be sent to the domestic client-level mailing address or mailing address being in a country specified in the Announcement of the Account Holder legal entity as recorded in the Bank's systems (a box office number may also be provided) or to its domestic registered office or registered office being in a country specified in the Announcement if no such mailing address has been recorded. In case the client has no address stipulated above, the bankcard will be sent to a K&H branch.

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 the case of branches without a cash desk, the Bank may limit the Bankcard receipt service. In case the card is handed over in 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 or a territory in a country specified in the Announcement in compliance with III.1. above. As for Card Holders with a client-level mailing address in another country, where the country is not included in the Announcement, or for clients without a valid residential address or 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:
- a) in case of a replacement card for a stopped bankcard,
  - b) in the case of a new card application, if the bankcard agreement was concluded before the order was sent to the branch
  - c) in case of issuance of a bankcard renewed in advance
  - d) in the case of a renewed bankcard due to expiry

When the bankcard dispatched abroad by a courier service provider, the Account Holder is charged with the cost at the provider's current rate, which is charged by the Bank to the bank account linked to the Bankcard with the amount shown 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 Card Holder (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 if the application was submitted online. The letter is sent by post to the Card Holder or the Account Holder similarly to the way bankcards are delivered by mail pursuant to section III.1. above.
- III.6. The Bank shall use the addresses, pursuant to section III.1., which are valid at the time of the processing of the Bankcard application, for notifications and also to determine the address, where the Bankcard should be sent. Unless otherwise provided for, the mailing address will be identical to the permanent address of the Account Holder/Card Holder, 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/Card Holder 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 Card Holder 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 Card Holder. 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 Bankcard until the address is verified with the Account Holder. 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 IN A BANK BRANCH

- III.8. If a **retail debit card** is sent to the branch by post, the following persons shall be considered as being authorised to pick up the card:
- Card Holder (person authorised to use the bankcard)
  - Account holder of Co-account holder
  - A person with permanent authorisation, authorised by the Account Holder to dispose of the account in a full and independent manner,
  - An authorised person with specific, one-off authorisation to pick up the Bankcard
- The Account Holder with diminished capacity is only authorised to collect the Bankcard in person, or via the person specifically authorised with a one-off authorisation for the collection of the bankcard. The bankcard of a minor below the legal age may be released to the legal guardian, or to a person who has received one-off authorisation from the legal guardian to such end.
- III.9. If a **business debit card** is sent to the branch by post, the following persons shall be considered as authorised to pick up the card:
- Card Holder (person authorised to use the bankcard)
  - Account Holder
  - A person with personal rights of disposal over the account
  - The card can be handed over to an authorised person specifically authorised to pick up the Bankcard or to a person authorised to use the bankcard (cardholder).
- The ad hoc authorisation of the collection of a business bankcard is accepted by the Bank only from the Account Holder, or a Representative.
- III.10. The following persons shall be considered as authorised for picking up **retail credit cards**:
- Card Holder (person authorised to use the bankcard)
  - Account Holder,





- c) An authorised person, specifically authorised by the Account Holder to pick up the credit card.

III.11. If the Bankcard is received in a bank branch on the orders of the Account Holder, once the bankcard is handed over in the branch, the Bank will reset the default setting of the Bankcard's mailing method to "to be sent by post", and will arrange for the Bankcard to be sent by post, unless otherwise instructed by the Account Holder, as described in Section III.1.

#### **AUTHORISATION, SINGLE AUTHORISATION**

III.12. A one-off authorisation for collecting the Bankcard 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, by the Card Holder.

III.13. A standing authorisation for disposal over the account excludes the right to modify the parameters (especially daily bankcard limits or internet security code settings) of the credit card associated with the credit card account or the debit card, the right to take delivery of the credit card, and to amend or terminate the agreement.

III.14. The Account Holder shall assume responsibility for the authenticity of the authorisation, the correspondence of the signature on the card with the signature on the Bankcard Agreement form and the delivery of the undamaged Bankcard to the Card Holder. Ad hoc authorizations for taking delivery of the card may only be given to persons with legal capacity.

III.15. Upon receipt of the card, the Card Holder shall verify the data on the Bankcard and then sign it on the signature strip on the back of the card in case there is a signature strip on the Bankcard. The Bank in case there is a signature strip on the Bankcard 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 person authorized to take delivery of the Bankcard or the Account Holder, if he is not the Card Holder, is not entitled to sign the Bankcard. The Bankcard must be signed by the Card Holder in all instances.

#### **ACTIVATION OF BANKCARDS**

III.16. The Bankcard is inactive (not active) when it is delivered/mailed to the Card Holder, therefore, in this way it is limited in use. After receiving the Bankcard, the Card Holder shall activate it as soon as possible in line with the information provided by the Bank. The activation of bankcards can be completed in one of the following ways:

- a) Retail and SME clients: by phone via TeleCenter (phone: {1/20/30/70} 335 3355), following proper authentication as stipulated in the relevant Account Management Announcement
- b) Corporate clients via the Corporate Customer Service (phone: +36-1-468-7777), following proper authentication stipulated in the relevant Account Management Announcement
- c) via the Bank's internet banking system (for clients with K&H mobile bank, K&H e-bank or Electra access), or
- d) by performing an ATM transaction requiring the use of the PIN code (e.g. cash withdrawal, balance query)
- e) personally in any K&H branch.

III.17. After receiving the Bankcard, the Card Holder or, if the Card Holder is a minor below the legal age, his/her legal guardian shall be responsible for the safe-keeping and proper and lawful use of the Bankcard. The Bank hereby calls the Card Holder's attention to his/her increased responsibility for the use of the Bankcard.

#### **HANDLING OF NON-ACTIVATED CARDS**



- III.18. The Bank shall not be held liable for any loss (and especially a shorter useful life) of the Bankcard resulting from a failure by the Card Holder to pick up the card, or activate a Bankcard delivered by post. The Bank shall act as follows in respect of any cards 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, the Bankcard Agreement will also cease to exist if the Account Holder/Card Holder 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.19. Bankcards may not be transferred, pledged or placed as a security deposit. Any transfer, pledge and deposit of a bankcard, and any modification to the external features of the bankcard constitutes a gross breach of the Agreement and shall be treated accordingly. Bankcards are the Bank's property and the Card Holder is only entitled to their proper use.
- III.20. General rules of conduct and Card Holders shall observe, safety measures and responsibility:
- a) The Account Holder shall exhibit (in case of a digital bankcard, including the mobile device or any other electronic device holding digitalised bankcard) a reasonably expected behaviour in order to keep their Bankcard and personal authentication data required for using the Bankcard (the PIN code, the Security Codes and other security data) safe, with special care taken to keeping the bankcard and the codes safe and in separate places.
  - b) After payments with the Bankcard, 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.

#### **LIMITMODIFICATION**

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

- a) In person in any K&H branch,
- b) Retail and SME clients: via the TeleCenter (phone: {1/20/30/70} 335 3355), following proper authentication as stipulated in the relevant Account Management Announcement,
- c) Corporate clients: via the Corporate Customer Service (phone: +36-1-468-7777), following proper authentication stipulated in the relevant Account Management Announcement,
- d) Via the Bank's internet banking system (for clients with K&H mobile bank, K&H e-bank or Electra access).

## **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 purposes and geographic areas of use of the digital bankcards offered by the Bank, the maximum amount of digital bankcards that can be issued 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 include all the details of the physical bankcard, but the details displayed match those of the physical bankcard. The image does not include the special details of the digital bankcard.
- IV.4. The expiry date of a digital bankcard is displayed just like on a physical bankcard, in a month/year format, however, the physical and the digital bankcard may have different expiry dates. The validity period of digital bankcards is specified in the Announcement. The expiry date of the digital bankcard is not always displayed on the image of the digital bankcard.
- IV.5. Digital bankcards can be used for mobile payments right after successful digitisation, without individual activation. When digitising a bankcard in the mobile wallet application on mobile devices or other electronic devices using iOS or Android operation systems, the Bank may ask, through K&H TeleCenter or in a text (SMS) message, for a specific code to confirm the digitisation request.
- IV.6. Digital bankcards can be cancelled by an irreversible order by the Card Holder or the Bank. Cancellation can be initiated by the Card Holder in the mobile wallet application on mobile devices or other electronic devices using iOS or Android operation systems or through K&H TeleCenter.
- IV.7. Digital bankcards can be suspended by a reversible order by the Card Holder or the Bank. Suspension can be initiated by the Card Holder in the mobile wallet application on mobile devices or other electronic devices using iOS or Android operation systems or through K&H TeleCenter.
- IV.8. The stopping or cancellation or termination of a physical bankcard shall result in the irreversible cancellation of the linked digital bankcards as well.
- IV.9. The physical card linked to the digitised card(s) can be used under the same conditions after the digitisation, until the expiry date stated on it. The Card Holder will continue to bear the risks associated with the possession and use of the physical bankcard.
- IV.10. More than one digital bankcard may be linked to one physical bankcard, depending on the number of the mobile devices.

## **V. AUTHENTICATION DATA, PERSONAL IDENTIFICATION NUMBER (PIN CODE)**

- V.1. For any newly issued bankcards, or replacement cards issued due to the stopping of a previous card, the Bank provides a PIN only available digitally.
- V.2. A PIN code may only be obtained electronically in any of the following ways:
  - a) via any of the Bank's banking services with electronic identification (K&H e-bank or K&H mobile bank)
  - b) via the e-card page on the Bank's website ([www.kh.hu](http://www.kh.hu))
  - c) personally in any K&H branches.

For all channels, the Client can only obtain the PIN code of the bank card in his/her own name. In order to obtain the PIN code in channels a) or b), an authentication telephone number is required, otherwise this function is not available.
- V.3. The Card Holders are entitled to change their PIN as many times as desired, against a fee specified in the Announcement, but no later than 45 days prior to the expiry date of the Bankcard. The PIN code may be modified only via K&H ATMs having this function. The Bank shall be entitled to charge a fee for this service (called PIN modification) as specified in the Announcement, and debit the fee to the bank account linked to the Bankcard.



- V.4. The Card Holder shall be entitled to obtain from the Bank a PIN replacement (PIN reminder). The Bank shall be entitled to charge a fee for this service (called PIN replacement) as specified in the Announcement, and debit such fee to the bank account linked to the Bankcard.
- V.5. If the card holder does not handle, retrieve 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 any resulting losses must be borne by the Account Holder. The Bank shall not be liable for such losses.

## **VI. CO-CARDS AND BUSINESS CARDS ISSUED FOR ORGANISATIONS**

- VI.1. The holders of co-cards must use such cards in compliance with the Bankcard Agreement.
- VI.2. 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 types that can be executed with business cards and the list of persons authorised to perform particular transactions are detailed in the Announcement for Corporate Clients.
- VI.3. When further business cards are requested by the Account Holder, the Bank shall have the right to decide how many business cards it will issue under the Business Bankcard Agreement. The decision on the number of cards to be issued is subject to individual assessment of the Account Holder's applications for business Bankcards.
- VI.4. The Account Holder may cancel any co-card or business card by returning the relevant card to the Bank or by terminating the related bankcard agreement. In the case of jointly held retail bank accounts, the termination of the Bankcard Agreement for any Bankcard associated with the bank account can be initiated by the Account Holder or the Co-Account Holder independently. If a card is not returned, the Bank is entitled, based on the Account Holder's declaration, to proceed in accordance with the rules for card stopping at the Account Holder's risk and expense. In the lack of the Account Holder's declaration concerning the card stopping, all risks arising from not returning the bankcard shall be borne by the Account Holder. Claims against the Bank for damages or requests for a refund by the Account Holder with respect to the potential continued use of such co-cards or business cards shall not be complied with.
- VI.5. When a Bankcard Agreement is terminated or the stoppage of a business debit card is initiated, the Account Holder must inform the Card Holder thereof without delay, otherwise the ensuing risk and losses must be borne by the Account Holder.
- VI.6. The Account Holder shall have co-cards, business debit or credit cards issued to any persons at its own peril.

## **VII. CREDIT CARDS**

### **TERMS RELATING TO CREDIT CARDS**

**“Closing Date”:** For credit cards, it is the end of the billing cycle or billing period, identical with the statement date. The Closing Date can vary depending on non-banking days, in line with the billing cycle.



**“Billing Period”**: For credit cards, it is a period of one month for which the Bank produces and delivers to the Credit Card Account Holder a monthly Account Statement. If the closing date would be a non-banking day, the settlement date shall be the first banking day following the statement date. The Billing Period is selected by the Account Holder when submitting a request for a credit card. The Billing Periods available for selection are set out in the Announcement. The Billing 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 repayment should be made. The payment deadlines applicable to the various payment methods are regulated in these GCTC and in the applicable laws. If a debt on the credit card account is settled by direct debit to a non-K&H bank account, then the payment deadline may be 4 banking days earlier than the payment deadline indicated on the credit card statement.

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

**“Credit Card Balance”**: For credit cards, it is the part of the Credit Limit that has already been used up. The Credit Card Balance includes transactions made by the Card Holder as well as fees, commissions, interests and charges already posted. The credit card balance does not include transactions (blocks) that have been authorised but not yet posted by the time when the credit card statement is made at the end of the Billing Period.

**“Disbursement”**: The first transaction from the credit limit.

**“Credit Card Account”**: A HUF account for the settlement of debits and credits related to the credit card. After the Bankcard Contract has been concluded and the physical bankcard has been activated or digitised (if such digitisation takes place before the physical bankcard activation), the Bank will debit this account with fees, charges and commissions as per the Announcement when posting each transaction as well as with interests at the end of the Billing Period and whenever late payment or credit limit overruns occur.

**“Credit Limit”**: An amount specified for the Credit Card Account Holder, in accordance with the Bank’s debtor rating procedure, which serves as financial coverage for credit card transactions as well as related 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 Billing Period, if the credit card balance, or at least the exact amount of the total debt, has been fully repaid by the Payment Deadline of the given Billing Period.

**“Minimum Repayment Amount”**: The amount that must be repaid by the Payment Deadline, as communicated by the Bank to the Account Holder in the account statement, and which is calculated on the basis of the credit card balance during the Billing Period in accordance with the Bank’s Announcement.

**“Annual Percentage Rate (APR)”**: For credit cards, it means the internal rate of return, expressed as an annual percentage of the total amount of credit provided by the creditor, which the consumer is required to pay at present value (installments and charges). When calculating the APR, the Bank takes into account the following:

- a) total charges payable on the Credit Card Balance (interests, fees, commissions, costs, tax)
- b) costs of additional services the use of which is required by the Bank in connection with the Credit Limit, and which are known to the Bank, including especially
  - costs of account management and of the use of any cash-substitute payment instruments and any other cost in relation to the payment transactions (the costs of account management and of the use



of any cash-substitute payment instruments and any other cost in relation to the payment transactions if the maintenance of an account is not required by the creditor for the relevant loan agreement, and such costs were clearly and specifically indicated in the agreement concluded with the client);

- fees payable to the credit intermediary (if the amount is known to the Bank)
- insurance premiums and guarantee fees (excluding premiums on property insurance required for mortgage loans).

The following items cannot be taken into account for calculating the APR: prolongation charge, late interest, 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 linked credit agreements, any fee paid by the Client above the purchase price for the purchase of products or services, irrespective of the fact whether paid in cash or from a loan; the costs of account management and of the use of any cash-substitute payment instruments and any other cost in relation to the payment transactions if the maintenance of an account is not required by the creditor for the relevant loan agreement, and such costs were clearly and specifically indicated in the agreement concluded with the client.

For determining the APR, the following contractual conditions are taken into account: interest rate, loan amount, minimum repayment amount, grace period, annual fee of the main card in the first year.

For determining the APR, current conditions and the provisions of prevailing laws and regulations are taken into account. The APR may change when any of those conditions change. In the case of variable-rate loans, the APR will not reflect the interest risk of the credit. The rules for calculating and publishing APR are detailed in the relevant law (Government Decree No. 83/2010 (III. 25.)).

**“Grace Period”**: For credit cards, it is a 15-day period following the Billing Period, by the last day of which the Minimum Repayment Amount must be repaid. The last day of the grace period can vary depending on non-banking days, in line with the Closing Date.

- VII.1. At the Account Holder’s request and after conducting a creditworthiness assessment, the Bank may conclude a Credit Card Agreement with the Account Holder and Co-Account Holder(s) specified by the former, if any, and issue credit cards to them. Should there be any discrepancy between these General Contracting Terms and Conditions and the 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 made available. A credit card account can only be debited by using the credit card. Only the Account Holder’s instructions with respect to the credit card account will be accepted by the Bank.
- VII.3. Interests on credit card debts are calculated on a daily basis and charged on a monthly basis upon the Closing Date. Interest conditions 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 collected by the Client.
- VII.5. If none of the credit cards assigned to a credit card account has been picked up or no activated credit card has been assigned to the credit card account for any reason, 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 debts 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 (repayment). After such funds are posted to the account, they will increase the available credit if they exceed the amount of payments to be executed on the given day. Amounts repaid upon settling credit limit overruns shall be available from the calendar day following the date of payment at the latest. In case of late payment on a credit card, all incoming payments made in any way will become available on the day following the post date at the latest.
- VII.7. The credit card can be used for payments up to the credit limit. The Bank always checks the available balance upon authorisation and refuses transactions if they would result in an overrun. In the case of transactions requiring conversion, the amount authorised by the Bank may be lower due to exchange rate differences than the amount actually debited. In such a case or when an overrun occurs due to an unauthorised transaction, the Card Holder is obliged to pay an overlimit fee. When the card is used for payment(s) above the credit limit, the Bank shall be entitled to apply sanctions applicable to unauthorised overdraft. See XII.1.-XII.2.
- VII.8. The Account Holder may request 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 Account Holder is obliged to pay the Minimum Repayment Amount by the Payment Deadline. The Bank shall be entitled to charge late fees as specified in the Announcement on any shortfall from the Minimum Repayment and add such fees to the Credit Card Balance.
- VII.10. The Bank shall be entitled to restrict the use of the credit card if the Account Holder fails to make the Minimum Repayment on time or repays less than the Minimum Repayment in two consecutive Billing Periods. The Bank shall continue to have the right to restrict the use of the card until the entire amount of Minimum Repayment due are received to the Credit Card Account. Should the Account Holder fail to pay the Minimum Repayment on time in three consecutive Billing Periods, the Bank shall be entitled to apply sanctions applicable to unauthorised overdraft and terminate the credit card agreement with immediate effect.
- VII.11. With regard to purchase-type transactions as 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 Billing Period, if at least the exact debt amount has been fully repaid within the Grace Period. In the case of non-purchase transactions as per the Announcement, and if the Account Holder fails to repay the full amount of the Credit Card Balance along with all related costs by the Payment Deadline, the Bank shall be entitled to charge a transaction interest as per the Announcement on all transactions for the period starting on their respective Value Dates and ending upon repayment, and add these amounts to the Credit Card Balance. Payments received shall be settled in a manner and order as specified in the Credit Card Agreement.
- VII.12. When the Credit Card Agreement is terminated, the Account Holder shall be obliged to pay late interests on the Credit Card Balance as per the Announcement. If the Announcement does not contain any provisions on the late interest rate, the late interest rate shall be governed by the applicable rules of the Civil Code.
- VII.13. In case of agreements for personal credit cards, Account Holders may, fully or partially, pay their debts accumulated on the Credit Card Account, in HUF and in any of the following ways:
- a) cash payment at a branch,
  - b) by standing order or one-off payment from another HUF bank account with the Bank,
  - c) by standing order or one-off payment from another HUF bank account with another domestic



- bank,
- d) by direct debit, up to the amount specified in the Announcement,
- e) in any other way indicated in the Announcement.

- VII.14. Incoming payments shall be settled in the following order:
- a) interests charged during the Billing Period,
  - b) fees, charges, commissions, cash withdrawals and purchases not repaid in the previous Billing Period(s),
  - c) charges, fees and commissions charged in the Billing Period,
  - d) cash withdrawals in the Billing Period,
  - e) purchases in the Billing Period.
- VII.15. Debts accrued on the credit card account will be considered as settled on the date when the total amount of incoming payments credited to the credit card account equals at least the accurate/full debt amount. In case of late payment, incoming payments are settled in an order defined by taking into account the late payments.
- VII.16. Account Holders must supply accurate and unambiguous 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 Card Holder to the Bank, and shall not be liable for any potentially resulting damage or loss.
- VII.17. The Credit Card Balance unpaid by the Payment Deadline shall be added by the Bank to the Credit Card Balance of the next Billing Period on the first day thereof.
- VII.18. If the Minimum Repayment is less than the minimum amount specified in the Announcement, no repayment is necessary in the given month and the Available Credit shall continue to be available.
- VII.19. 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 terminate forthwith the credit card agreement as well.
- VII.20. If the Account Holder is considered a consumer:
- a) The Account Holder may cancel the credit card agreement without providing any explanation 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 even if a Disbursement has already been made;  
Submission of a statement presented in person by the Account Holder or delivered to the Bank in some other way shall be deemed as exercising the right of cancellation/termination if such statement unambiguously and expressly includes:
    - a. the Account Holder's intention to cancel/terminate the agreement,
    - b. the Account Holder's name, place and date of birth, mother's maiden name,
    - c. the credit card agreement number,
    - d. signature of the Account Holder.

The Bank is obliged to accept a cancellation/termination statement only if the Account Holder sends it to the Bank by the last day of the deadline stipulated in a) and b) above at the latest by regular mail or in some other certifiable manner as specified in the General Terms and Conditions and the statement meets the requirements as per the GCTC in all other respects as well.





The cancellation or termination will annul the credit card agreement. The Bank will not reimburse any amounts paid by the Account Holder in connection with the credit card agreement 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 on the credit card account to cover any potential subsequent payments as well as expenses, commissions and charges related to the credit card.

Concurrently to sending the cancellation/termination statement, or within 30 days at the latest, the Account Holder must repay to the Bank the principal of the credit card balance and the interests charged pursuant to the credit card agreement for the period starting on the day when the loan was drawn down and ending on the day when the debt is repaid.

- VII.21. Given the nature of this account type, no payable-on-death beneficiary can be designated for credit card accounts. If the Credit Card Account Holder dies, the Heir shall have the right of disposal over the credit card account following the presentation of the original death certificate as well as the original and legally effective estate distribution order and the certificate of succession.
- VII.22. The Heir's disposal over the account only extends to the termination of the credit card account and the settlement of the account balance. The Heir has the right to
- receive the balance in cash if the account balance is positive (overpayment) (this service is not available in cashless branches),
  - have the balance transferred to a K&H account,
  - pay the debt if the account balance is negative (debit balance)

## VIII. **BANKCARD USE**

- VIII.1. The purposes of use, the terms of applying for and the geographic areas of use of the various types of Bankcards offered by the Bank are set out in the Announcement. The consequences of not observing the provisions in the Announcement shall be borne by the Account Holder, and the Bank shall not be liable for such losses.
- VIII.2. By signing the Bankcard Agreement, the Card Holder 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 card transactions (including, among others, requests from International Card Associations and member banks concerning transactions with the Bankcard) and debit them to the bank account following receipt of such instructions by the Bank, and make the related settlements.
  - b) Notify, pursuant to XIII.2 of these GCTC, the Account Holder of the card transactions in monthly bank account statements 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, and the transaction amount in the currency of the bank account/credit facility along with the exchange rate(s) applied by the Bank when converting such sum(s) to the currency of the credit facility.
- VIII.4. The Bank shall consider an order as pre-approved by the Account Holder if such order has been initiated electronically after adequate authentication, and shall consider it as subsequently approved if the transaction slip has been duly signed. The Bank shall be liable for the execution of various card operations (authorisation requests, erroneous transactions, transaction cancellations, credits etc.)



following the receipt by the Bank of the related data in electronic format from the credit institution (company) that has a contractual relation with the merchant, or operates the cashier office or the ATM, and the Card Holder will not be able to revoke the payment order thereafter.

- VIII.5. The Bank shall not be liable for any damage or loss suffered by the Account Holder or the Card Holder 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 Association makes a decision or takes an action that has an impact on the Bankcard Agreement.
  - c) Physical damage to the Bankcard.
  - d) In line with the regulations of International Card Associations, Bankcards are used at the responsibility and risk of the Account Holder/Card Holder. The Bank assumes no liability for extra costs or potential losses incurred by the Account Holder as a result of constraints imposed by the International Card Associations.
  - e) The Bank shall not be liable for any cost or loss due to requirements or constraints regarding the points of sale, the breakdown of ATMs 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 limit overruns arising from credit card transaction(s) if, in line with the procedures of the International Card Association, such transactions have been verified and authorised not by the Bank, but by the merchant or the Card Association prior to the execution, and the limit overrun occurs only due to one or more such Transactions.
  - g) The Bank shall not be liable for losses incurred by the Card Holder due to mistakes or omissions by a person or entity duly authorised under the rules of the Card Association, or if such person or entity fails to authorise a Transaction or refuses to accept the Bankcard or the PIN code.
  - h) Neither shall the Bank be liable for additional transaction fees and costs charged to the Card Holder by the acquirer.
  - i) The Bank shall not be liable for losses arising when an ATM retains a Bankcard (e.g. if the Card Holder fails to collect the Bankcard from the ATM dispenser within the allowed timeframe, and thus the ATM retains the Bankcard), provided that these losses have been caused by errors not attributable to the Bank.
  - j) The Bank shall not be liable for non-delivery or erroneous delivery of Bankcards by standard or priority mail, except if such failed or erroneous delivery was caused to reasons attributable to the Bank.
- VIII.6. The price of goods and services is paid at the Point of Sale. For transactions performed with a bankcard, certain POS terminals may require that the PIN code or, with transactions carried out with a digital bankcard, the wallet PIN be entered. Bankcards cannot be used for withdrawing cash at the points of sale, unless the Bank has concluded an agreement specifically for this service with the Merchant and the bankcard is suitable for this service.
- VIII.7. Upon payment with the bankcard being physically or digitally present, the Point of Sale issues a Bankcard receipt, either made out manually or printed by the POS terminal, and in the case of a contactless payment transaction only when requested by of the Card Holder. Such card receipts contain the card data, the time and amount of the transaction as well as the name of the POS. One copy of the receipt is provided to the Card Holder as mentioned above, who shall verify the data therein and keep the receipt, because the Bank may request the Card Holder to supply the receipt in the event of a potential complaint. Receipts need to be kept for three months.
- VIII.8. When a card receipt is provided, the person authorised to use the Bankcard shall check the card receipt



and, if the data are correct and a signature is required, shall sign it using the same signature as shown on the Bankcard. By signing the receipt the card holder acknowledges that the Bankcard has been used as indicated on the card receipt. Signatures on receipts shall always be deemed to originate from the authorised 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 receipt. The Bank shall be liable for the execution of authorisation requests, erroneous transactions, transaction cancellations, credits etc. following the receipt by the Bank of the card receipts from the credit institution (company) that has a contractual relation with the merchant, or operates the cashier office or the ATM.

- VIII.9. In order to verify the identity of the person using the bankcard and check if he/she is the authorised user, the Point of Sale may request him/her to present proof of identity and, in the event of doubt, shall have the right to retain the Bankcard.
- VIII.10. The Bank shall not be liable for the behaviour of the acquiring merchant, nor for purchases made by means of the Bankcard, and therefore it shall not be party to any potential dispute between the Account Holder or the authorised 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 Card Holder due to the rejection of any transactions by the merchant.

#### **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 available balance on that day, and to the purchase limit on the Bankcard, and to the maximum number of daily 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 transaction receipt electronically sent to the Bank and the amount signed by the Card Holder on the card receipt (the blocked amount may be equal or less than the amount debited), but the Bank shall debit the Account Holder's account always with the amount shown in the transaction receipt submitted to it. If instructed to do so by the POS terminal, the merchant may retain the Bankcard, which cannot be returned to the Card Holder. 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 Card Holder and the Point of Sale (Merchant) concerning the purchase.

#### **PURCHASING WITHOUT THE PRESENCE OF A PHYSICAL BANKCARD**

- VIII.13. The following rules are applicable for purchases without the physical presence of a Bankcard:
- a) CNP transactions will be executed pursuant to the rules laid down by the Acquiring Bank. For 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 merchant or its bank cannot request the PIN linked to the card. Should the Card Holder provide the PIN to the merchant or the merchant's bank, the Bank shall not be liable for any damage or loss incurred by the Card Holder.
  - c) Online purchases are only possible if a phone number and an online purchase password associated with the card have previously been registered, regardless of whether the merchant uses the Online Security Code service (3D Secure service) or not. If the merchant does not use the 3D Secure technology, no Online Security Code or strong customer authentication are needed for the purchase. All bankcards issued by the Bank are suitable for the Online Security Code Service (3D Secure Code) by default. This function cannot be inactivated. The availability of the service may be restricted by modifying the daily virtual (CNP) transaction limit.



- d) In the case of online purchases, regardless of whether the Merchant uses the Online Security Code service (3D Secure service) or not, strong customer authentication by providing another identifier may be required in addition to the general identification data specified in the previous paragraph to confirm the purchase. When a purchase is initiated, such identifier shall be sent by the Bank to the mobile phone number previously specified for the card by the Card Holder upon registration for the service or at any time later.
- e) When the purchase is not performed by using a POS terminal, the transaction shall be executed in accordance with the rules stipulated by the merchant and the Acquiring Bank with which it has a contractual relation. The merchant may contact the Bank to request authorisation through its Acquiring Bank. The Bank shall authorise the transaction depending on the available credit.
- f) The types of bankcards suitable for online purchases and their scope of use are detailed in the Announcement.
- g) Online bankcard payments can be made by entering the card and transaction data in the form displayed in the payment module on the merchant's website. After providing the details, the merchant either accepts or declines the order. The Bank may limit the acceptance of payment instructions with regard to certain merchants at its own decision.
- h) In the case of online bankcard transactions without providing the related online security code, the Bank shall not be liable for the verification of the Card Holder or the card or the authenticity of the data provided online. The Bank shall not be liable for orders or purchases made with the bankcard. The Bank settles the incoming transactions without verifying their legitimacy. In line with Section VIII.4 above, the use of the bankcard for online payments is considered as not approved by the Account Holder, unless the online security code has been provided for the transaction.
- i) The types of bankcards suitable for Mo/To purchases and their scope of use (mail order/telephone order or virtual card payment) are detailed in the Announcement. The Mo/To purchases, in line with Section VIII.4, are considered as not approved by the Account Holder.

#### **PURCHASES THROUGH ATMS (MOBILE TOP-UPS AND PAYMENT OF PUBLIC UTILITY BILLS)**

VIII.14. Bankcards can be used to top up prepaid mobile phones and pay public utility bills of service providers selected by the bank operating the ATM if such transactions are available on the ATM. The daily limits on the purchase amount and on the number of transactions are applicable for mobile top-ups and public utility bill payments made at an ATM as well. The Bank shall not be liable for losses due to incorrect entry of phone numbers or other identifiers sent to the service provider through the ATM. The Bank shall not be party to potential legal disputes between the Card Holder and the service providers concerning the purchase.

#### **CASH WITHDRAWAL FROM AN ATM**

VIII.15. Bankcards can be used for withdrawing cash, up to the available balance, the daily cash withdrawal limit (ATM and POS) and the daily cap on the number of cash withdrawals (ATM and POS), from automated teller machines bearing the logo shown on the Bankcard, in which case the PIN code shall be entered. The maximum amount of cash withdrawals per transaction and the frequency of withdrawals may be limited by the ATM operator. The Card Holder acknowledges that the daily limit set by the Bank or another bank for cash withdrawals at ATMs operated by the Bank or another bank may differ from the Card Holder's daily cash withdrawal limit.

Automated teller machines record every transaction in a log. The log shall serve as evidence of the cash withdrawal unless proven otherwise. Card Holders may request a receipt to confirm the cash withdrawal or other transaction pursuant to the regulations of the bank operating the ATM. Card Holders shall check the content of the receipt and keep it for a period of three months.

The cash withdrawal receipt contains the available balance for information purposes if the point of sale



supports such a service. This service is available in the ATM network of the Bank (ATMs carrying the logo of K&H Bank).

#### **CASH WITHDRAWAL FROM A POS TERMINAL OF A THIRD-PARTY BANK**

VIII.16. Cash can be withdrawn by means of the Bankcard at credit institution tellers or post offices displaying the required logo or at any other Points of Sale that have a contractual relation to this effect with the credit institution, up to the available balance and the daily cash withdrawal limit (ATM and POS) and the daily cap on the number of cash withdrawal transactions (ATM and POS).

The credit institution or post office that accepts the Bankcard may set a limit on the amount of cash that can be withdrawn with the card. The Bank shall not be liable for complaints arising from the limits set by such by third-party credit institutions or post offices.

In case of cash withdrawals, the employee of the credit institution, the post office or the merchant shall have the right to request proof of identity. In case of any doubt concerning the card holder's identity, the credit institution or the post office shall have the right to notify the Bank thereof and to retain the Bankcard. Transactions (specifically the payment of postal money orders, i.e. 'yellow checks') carried out with a bankcard at post offices are considered purchase transactions if the post office's acquiring bank forwards them as purchase transactions to the card issuing Bank.

#### **INFORMATION ON AVAILABLE BALANCE THROUGH AN ATM OR A POS TERMINAL OF A THIRD-PARTY BANK**

VIII.17. If the card's functionality allows, Card Holders can use their Bankcards to retrieve information on their available balance at ATMs and POS terminals suitable for cash withdrawal, provided that the point of sale offers this service. The available balance can be printed on the transaction receipt, too. Card Holders have the obligation to verify the data on the receipt issued by the Point of Sale and keep the receipt. 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 I. Receipts need to be kept for three months.

#### **CHANGE OF PIN THROUGH AN ATM**

VIII.18. The Card Holder can change the four-digit secret personal identification code issued by the Bank to any other combination of digits with the Bankcard at ATMs supporting this particular service. The new PIN selected by the Card Holder must also include four digits. When changing PINs, the use of so-called "weak" PINs – such as combinations made up of four identical numbers ("1111", "9999", etc.), or numbers in a sequence (e.g. 1234), or the date of birth of the Card Holder – is not recommended.

#### **CASH DEPOSIT TO A BANK ACCOUNT ASSOCIATED WITH A BANKCARD THROUGH ATMS**

VIII.19. After entering their PIN code, Card Holders can use their Bankcards issued by the Bank to make cash deposits at ATMs displaying the Bank's logo and 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 on the Bank's website.

ATM forint deposits can be made to the bank account associated with the Bankcard, which must be an active HUF or FX account. The deposited amount will be credited to the Bank Account held at the Bank and linked to the card. Cash deposits cannot be made by using a Bankcard which has expired or is not valid for any other reason. No cash deposit transactions can be made at ATMs to Bank Accounts that have been cancelled, terminated or blocked. The Bank shall not be liable for any late or incorrect settlement resulting from the above.

At the time when the deposit is made, a fee specified in the Announcement is charged. The deposit fee is debited to the bank account linked to the bankcard.



#### **CASH DEPOSIT THROUGH K&H ATMs BY SPECIFYING A BANK ACCOUNT NUMBER**

VIII.20. After entering their PIN code, Card Holders can use their Bankcards issued by the Bank to make cash deposits at ATMs displaying the Bank's logo and 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 on the Bank's website.

ATM forint deposits can be made to a Bank Account held by the Bank and selected by the Card Holder. Cash deposits cannot be made by using a Bankcard which has expired or is not valid for any other reason. No cash deposit transactions can be made at ATMs to Bank Accounts that have been cancelled, terminated or blocked. The Bank shall not be liable for any late or incorrect settlement resulting from the above.

At the time when the deposit is made, a fee specified in the Announcement is charged.

When using a (personal or business) bankcard to make a deposit to a retail Bank Account, the deposit fee shall be debited to the Bank Account linked to the Bankcard. When using a Bankcard to make a deposit to a business bank account, the deposit fee shall be debited to the selected business account.

#### **SETTLEMENT OF CASH DEPOSITED THROUGH ATMs**

VIII.21. Amounts deposited at ATMs will automatically be credited to the relevant Bank Account and will immediately become available on the Bank Account linked to the card or the Bank Account selected by the Card Holder if the deposit transaction is made before the submission deadline specified in the Announcement. The Bank, however, reserves the right to not credit the amount to the Bank Account immediately in case a technical problem (e.g. system crash) occurs, but to execute the transaction only after the problem is fixed.

VIII.22. Cash deposits made on banking days before the submission deadline specified in the Announcement as well as related fees shall be posted by the Bank with a value date on the settlement day.

VIII.23. The types of Bankcards which can be used for this service and all other terms and conditions (in particular, the denominations suitable for depositing and the deposit fee) of using this service are specified in the applicable Announcement.

VIII.24. Banknotes to be deposited at ATMs shall be placed into the deposit slot of the ATM aligned, flattened, unbundled and without staples, in a state suitable for depositing. If these rules are not observed, the ATM may reject the banknotes. If the ATM is damaged due to such misuse the Card Holder shall bear full liability for the consequences.

VIII.25. K&H ATMs suitable for depositing cash will only accept valid and genuine forint banknotes. The ATM will reject 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 Card Holder. Justified claims shall immediately become due and payable to the other Party.

VIII.27. ATMs will retain all forint banknotes if they are suspected to be counterfeits or their genuineness cannot be clearly established. The Bank will handle such banknotes in compliance with the applicable regulations 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 deposit on the account and make available to the Bank the amount specified in the Announcement in the section about bankcard eligibility requirements until the Bankcard is activated. The Account Holder expressly agrees that the Card Holder can use the available balance for card transactions up to the daily spending limit (including the CNP limit) and the daily cash withdrawal limit. The Account Holder acknowledges that if no cash withdrawal, spending and virtual transaction (CNP) limits have been specified in the Bankcard Agreement, the cash withdrawal, spending and virtual transaction (CNP) limits set out in the Announcement on bankcards shall apply for the bankcard transactions.
- IX.2. If wrong PINs are entered three times in a row on the same day, the Bank shall reject further card transactions with PIN authorisation for that day and block the PIN linked to the card, and may even retain the Bankcard. Blocked PIN codes shall be re-activated automatically after maximum 24 hours. 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 Card Holders. In the case of ATMs managed by external service providers, the bankcards will always be stopped and destroyed, and will not be returned. The Bank shall not be held liable for any restrictions by other acquiring banks.
- IX.3. The Bank authorises Bankcard transactions based on the authorisation request received by the Bank, without checking the entitlement of the person initiating the transaction, and immediately reduces (puts on hold) the underlying balance or available credit assigned to all the bankcards linked to the bank account.
- IX.4. Before authorising a bankcard transaction, the Bank will check financial coverage based on:
- a) for personal debit cards: the total available sight balance on the bank account;
  - b) for personal credit cards: the available credit on the credit card account;
  - c) 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.
- IX.5. The Point of Sale can refuse to accept the bankcard, if:
- a) the bankcard is listed on the blacklist of an International Card Association,
  - b) the bankcard is not valid,
  - c) the bankcard is valid (not cancelled, not stopped), but has not yet been activated
  - d) the bankcard has expired
  - e) the Card Holder's signature is missing from the back of the bankcard
  - f) the Card Holder's signature is visible on back of the bankcard, but it does not match the signature on the Card Holder's personal identification document
  - g) the bankcard is clearly damaged or spoiled or some unique identifiers are missing or incomplete
  - h) when requested by the Point of Sale, the Card Holder refuses to present a personal identification document to identify themselves
  - i) fraud is suspected

## **X. FEES, EXPENSES, COMMISSIONS AND INTERESTS**

- X.1. Fees, expenses and commissions related to the issue and use of Bankcards and, with regard to credit cards, the conditions applicable to credit card accounts, and related due dates of payment are set out in the Bank's Announcement. If the Bank renders special services that are not covered by the



Announcement, it will charge the Account Holder with the actual expenses incurred by the Bank.

- X.2. Annual Bankcard fees are payable for each year commenced. The Bank shall charge the first annual fee after the physical card has been activated, and every year thereafter shall charge the card fee for the next one year in the same month as in the expiration date indicated on the bankcard. The annual card fee will be debited to the Account Holder's bank account. If the bankcard agreement is terminated, the Bank shall refund a part of the annual bankcard fee that would have been payable for the whole months remaining between the date of termination and the date of the next annual fee payment.
- X.3. By filing an application for a Bankcard the Account Holder consents to the Bank's charging his/her/its bank account, without any further instruction by the Account Holder, with the amounts of card payments and cash withdrawals as well as related fees, expenses, commissions and interests pursuant to the Bankcard Contract following the activation of the physical bankcard or digitisation of the bankcard (if such digitisation takes place before the activation of the physical bankcard).
- X.4. After the activation of the physical bankcard or digitisation of the bankcard (if such digitisation takes place before the activation of the physical bankcard), the Bank shall debit the fees, expenses and commissions directly to the bank account or the credit card on the due date of the given transactions or when individual transactions and interest are settled.
- X.5. The rates of interest payable on debts on the Account Holder's bank account are set out in the Bank's Announcement applicable to the bank account.
- X.6. The starting dates for interest calculation are specified in these GCTC, while the method of interest payment is set out in the Announcement. The Bank will calculate interests from the dates as described below:
- a) for cash withdrawals with credit or debit cards from any K&H operated ATMs and for related charges: the value date of the transaction;
  - b) for cash withdrawals at any bank branch in Hungary or abroad and from any other non-K&H operated ATMs in Hungary or abroad, and for the related charges: the value date of the transaction,
  - c) for POS transactions in Hungary or abroad and purchase transactions carried out at ATMs in Hungary or abroad, and for the related charges: the value date of the transaction,
  - d) for cash deposits made at ATMs, the value date of the transaction.
- Regarding further fees, charges and commissions related to bankcards and credit card accounts, the starting date for interest calculation shall be the processing day at the Bank of the given cost item.

## **XI. SETTLEMENT OF BANKCARD TRANSACTIONS**

### **TRANSACTION SETTLEMENT**

- XI.1. In compliance with the Announcement, the Bank shall be entitled to debit all transactions carried out by means of any type of Bankcard issued to the Account Holder to the bank account or credit card account, without verifying the legitimacy of such transactions. The posting day of cash withdrawal transactions performed with Bankcards shall depend on the deadlines applied by international card associations and other credit institutions that may participate in the settlement. Due to such circumstances beyond its control, the Bank shall not take responsibility for debiting a transaction within the month in which it was actually executed.



**EXCHANGE RATES APPLIED TO TRANSACTIONS, FEES AND COMMISSIONS**

- XI.2. In case of **bankcard transactions carried out in Hungary**, if the transaction is carried out with a merchant whose acquiring bank is seated in Hungary, the transaction will be debited to the client's account regardless of the original currency of the transaction:
- Without conversion for accounts denominated in the same currency as the transaction,
  - For accounts denominated in a different currency than that of the transaction, with conversion at FX buy rate I effective on the day of processing by the Bank, and officially published in the Bank's branches and on its website.
- XI.3. In case of **bankcard transactions carried out abroad**, if the Bankcard transaction is forwarded to the Bank in a card association's settlement currency (current settlement currencies are set out in the Announcement), then it is debited to the client's account:
- Without conversion for accounts denominated in the same currency as the settlement currency. However, an exchange rate gap might occur due to the card association applying a different exchange rate from the bank's exchange rate. The Bank shall not be held liable for such exchange rate gaps;
  - For HUF accounts if the settlement currency is not HUF, with conversion at FX sell rate I effective on the day of processing by the Bank, and officially published in the Bank's branches and on its website;
  - For FX accounts if the settlement currency is HUF, with conversion at FX buy rate I effective on the day of processing by the Bank, and officially published in the Bank's branches and on its website;
  - For FX accounts if the settlement currency is neither HUF, nor the currency of the account, with conversion at the Bank's foreign exchange cross rate effective on the day of processing by the Bank and officially published in the Announcement.
- XI.4. Pursuant to Regulation (EU) 2019/518, in the case of clients considered a consumer, the Bank shall, for each bankcard that was issued to the Card Holder and that is linked to the same account, send to the Card Holder an electronic message (specifically a text message (SMS), push notification, etc.) without undue delay after the Bank receives a payment order for a cash withdrawal at an ATM or a payment at the point of sale that is denominated in an EEA member's currency that is different from the currency of the bank account.
- XI.5. In such an electronic message the Bank shall inform the Card Holder of the charges of the currency conversion by the Bank as a percentage mark-up over the latest available euro foreign exchange reference rates issued by the European Central Bank (ECB).
- XI.6. Notwithstanding section XI.4. above, such a message shall be sent once every month in which the Bank receives from the Card Holder a payment order denominated in the same currency.
- XI.7. The Bank shall send the electronic message to the authentication phone number of the Card Holder, or otherwise to his/her contact phone number.
- XI.8. In the case of Card Holders not considered a consumer, the Bank shall not send such electronic messages in compliance with Article 3a(5) of Regulation (EU) 2019/518.
- XI.9. The transaction fee, calculated in line with the Bank's Announcement, shall be debited to the client's account
- for HUF accounts without conversion, and



- b) for FX accounts with conversion at the MNB's central rate effective on the day of processing by the Bank and officially published in the branches and on website of the Bank.
- XI.10. If the original currency of the transaction is HUF, the transaction fee expressed as a percentage shall be debited to the client's account
- a) without conversion for HUF accounts,
  - b) for foreign exchange accounts with conversion at the MNB's central rate effective on the day of processing by the Bank and officially published in the branches and on website of the Bank.
- XI.11. If the currency of the transaction is other than HUF, the transaction fee, expressed as a percentage, will be calculated on the basis of the original transaction amount converted to HUF at the exchange rate of the card association, and
- a) for HUF accounts, the fee calculated as described above will be debited without conversion,
  - b) for foreign exchange accounts the fee will be debited with conversion at the MNB's central rate effective on the day of processing by the Bank and officially published in the branches and on website of the Bank.
- XI.12. In case of making a HUF cash deposit to an FX account with a Bankcard at an ATM:
- a) The transaction will be credited to the account after conversion at the effective FX I sell rate first quoted on value date of the transaction, or for transactions performed on a banking day before the deadline set out in the Announcement, at the FX I sell rate effective at the time of performing the transaction.
  - b) The transaction fee amount will be credited to the account after conversion at the effective FX I mid-rate first quoted on value date of the transaction, or for transactions performed on a banking day before the deadline set out in the Announcement, at the FX I mid-rate effective at the time of performing the transaction.
- XI.13. When using Dynamic Currency Conversion (DCC), the amounts of bankcard transactions executed abroad will be debited to a HUF account in HUF without conversion.

#### **THE EXCHANGE RATES APPLICABLE WHEN CREDITING BANKCARD OR BANKCARD-RELATED TRANSACTIONS**

- XI.14. In case of **bankcard transactions carried out in Hungary**, if the transaction is carried out with a merchant whose acquiring bank is seated in Hungary, the transaction will be credited to the client's account regardless of the original currency of the transaction:
- a) Without conversion for accounts denominated in the same currency as the transaction,
  - b) For accounts denominated in a different currency than that of the transaction, with conversion at FX buy rate I effective on the day of processing by the Bank, and officially published in the Bank's branches and on its website.
- XI.15. In case of **bankcard transactions carried out abroad**, if the Bankcard transaction is forwarded to the Bank in a card association's settlement currency (current settlement currencies are set out in the Announcement), then it is credited to the client's account:
- a) Without conversion for accounts denominated in the same currency as the settlement currency. However, an exchange rate gap might occur due to the card association applying a different exchange rate from the bank's exchange rate. The Bank shall not be held liable for such exchange rate gaps;
  - b) For HUF accounts if the settlement currency is not HUF, with conversion at FX sell rate I effective on the day of processing by the Bank, and officially published in the Bank's branches and on its website; which rate is also published on the Bank's website as a percentage mark-up over the



latest available euro foreign exchange reference rates issued by the European Central Bank (ECB).

- c) For FX accounts if the settlement currency is HUF, with conversion at FX buy rate I effective on the day of processing by the Bank, and officially published in the Bank's branches and on its website;
- d) For FX accounts if the settlement currency is neither HUF, nor the currency of the account, with conversion at the Bank's foreign exchange cross rate effective on the day of processing by the Bank and officially published in the Announcement.

XI.16. The transaction fee calculated as per the Announcement shall be, fully or partially, credited to the client's account

- a) for HUF accounts without conversion,
- b) for FX accounts with conversion at the MNB's central rate effective on the day of processing by the Bank and officially published in the branches and on website of the Bank.

XI.17. If the original currency of the transaction is HUF, the transaction fee expressed as a percentage shall be, fully or partially, credited to the client's account

- a) for HUF accounts without conversion,
- b) for FX accounts with conversion at the MNB's central rate effective on the day of processing by the Bank and officially published in the branches and on website of the Bank.

#### **CREDITING BANKCARD-RELATED TRANSACTIONS WITHOUT A PRIOR TRANSACTION HISTORY**

XI.18. If the amount to be credited is forwarded to the Bank in a card association's settlement currency (current settlement currencies are set out in the Announcement), then it is credited to the client's account:

- a) Without conversion for accounts denominated in the same currency as the settlement currency. However, an exchange rate gap might occur due to the card association applying a different exchange rate from the bank's exchange rate. The Bank shall not be held liable for such exchange rate gaps,
- b) For HUF accounts if the settlement currency is not HUF, with conversion at FX sell rate I effective on the day of processing by the Bank, and officially published in the Bank's branches and on its website,
- c) For FX accounts if the settlement currency is HUF, with conversion at FX buy rate I effective on the day of processing by the Bank, and officially published in the Bank's branches and on its website,
- d) For FX accounts if the settlement currency is neither HUF, nor the currency of the account, with conversion at the Bank's foreign exchange cross rate effective on the day of processing by the Bank and officially published in the Announcement.

When encountering an item to be credited or a non-deposit type transaction without a transaction history, the Bank is entitled to classify the item as suspicious and therefore delay the settlement of the item by one banking day in order to have it investigated. The Bank shall not be held liable for exchange rate differences arising from the above.

## **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/her Bankcard at the latest by the deadline specified in the Account Statement issued concerning the settlement of Credit Card Transactions, the Bank shall be entitled to directly debit any of the Account Holder's accounts with the Bank without first obtaining the Account Holder's consent but informing the Account Holder thereof, or, failing that, to seek legal remedy.
- XII.3. If the Account Holder has accumulated debts, over 30 days past due, payable to the Bank under any loan agreement with it and no sufficient funds are available in the Account Holder's accounts with the Bank to repay the debt, 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 DELIVERY OF ACCOUNT STATEMENTS**

- XIII.1. The Account Statement issued by the Bank lists all the details of transactions concluded with a bankcard/credit card, and provides all data required for identifying each bank transaction.
- XIII.2. The Bank informs the Account Holder in Account Statements about all debits and credits to his bank account due to bankcard transactions along with the dates of such debits and credits, and about the account balance.  
 Rules pertaining to Account Statements related to Debit Cards are subject to the provisions of the payment account agreement entered between the Parties, to the general contracting terms and conditions for bank account, deposit account and term deposit products offered to resident and non-resident natural persons, and to applicable legal regulations.  
 In case of agreements for personal credit cards, credit card account statements are sent by the Bank to the Account Holder electronically on the e-bank platform if the Account Holder has a valid agreement for e-bank services, otherwise the credit card account statements are sent by the Bank to the Account Holder in paper format. The Account Holder may any time request that Bank send the credit card account statements in paper instead of in digital format.
- XIII.3. In case of paper-based credit card statements, the statement shall be sent by the Bank to the Account Holder by regular mail, to the mailing address specified by the Account Holder, unless otherwise agreed by the Parties. Only one mailing address may be provided for each bank account or credit card account, which must be different from the address of the Bank or any of its branches. The agreement concluded between the Account Holder and the Bank may specify an alternative method for sending such statements.

#### **SUBMISSION OF COMPLAINTS RELATED TO BANKCARDS**

- XIII.4. If the Account Holder disputes a transaction, then on the basis of the Account Holder's complaint the Bank shall start a complaint procedure with the international card association but shall not be liable for guaranteeing the positive outcome of such a complaint procedure. In the complaint, the Account Holder must specify the disputed amount as well as the presumed correct amount of the Bankcard transaction, explain the reason for the claim and attach all receipts, slips and other documents available to him to substantiate the complaint. In the case of requests by the Account Holder and/or the Card Holder to rectify an unapproved, or approved but incorrectly executed payment transaction (excluding payment transactions executed through the Payment Initiation Service), the Bank shall be obliged to prove – by



providing proof of authentication, if necessary – that the Paying Party approved the disputed payment transaction, and the payment transaction was registered in the correct form, and its execution was not hindered by any technical errors or malfunctions.

- XIII.5. In the case of requests to rectify an unapproved payment transaction the fact that a Bankcard / Credit Card was used will not in itself prove that the Client used the card in a fraudulent manner, or breached the obligations set out in Section III.19 (a) or Section XIV.2 of these GCTC through gross negligence or wilful misconduct. The Bank shall be required to provide proof of the infringement of the above obligations by the Client's gross negligence or wilful misconduct.
- XIII.6. In the case of executing an unapproved payment transaction the Bank shall repay to the Paying Party the amount of the unapproved payment transaction immediately after becoming aware of or learning about the transaction or by the end of the following banking day at the latest, and restore the payment account so that it would reflect the status before the debit, making sure that the value date of the credit is not later than that of the execution date of the unapproved payment transaction. The Bank is under no obligation to act as described above if the Bank reasonably suspects fraud under the circumstances, and informs in writing the National Bank of Hungary as supervisory authority of the ground for suspicion by the deadline specified in applicable law.
- XIII.7. A complaint is well grounded in particular if the payment transaction was either not approved, or was approved but executed erroneously. If no complaint is filed with the Bank in relation to the bankcard transaction, corroborated by evidence, until the last day of the month following the posting of the transaction – or for consumers within 13 months following the execution date of the payment transaction –, the Bank will consider the transaction 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 and establishing whether it is justified, if there is difference between the ATM and/or POS slip submitted along with the complaint and the data retrieved from the systems of the Bank, the latter shall govern.
- The Account Holder can lodge the complaint in any ways specified below for contacting the Bank:
- a) in person at any K&H branch;
  - b) in a letter sent to the Bank's postal address (K&H Bank Zrt., 1851 Budapest); or
  - c) in an electronic message sent to the central email address of the Bank (bank@kh.hu)
  - d) for Retail and SME customers: by phone, via the TeleCenter (Tel.: {1/20/30/70} 335 3355) following ePIN identification;
  - e) for Corporate clients, by phone, via the Corporate Customer Service (phone: **+36-1-468-7777**) following ePIN identification.
- XIII.8. Complaints shall have no dilatory effect with respect to obligations towards the Bank. The Bank shall investigate the Account Holder's complaint filed for any reason and decide on the necessary measures at its own discretion. The Bank shall investigate the Account Holder's complaint, and inform the Account Holder in writing about the outcome thereof within the legally applicable deadline. If the evaluation of the complaint and the notification of the Account Holder cannot be performed by that deadline because of either the nature of the Service or the involvement of third parties (including especially, but not limited to, international card associations, 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 reason(s) for the delay in providing a substantive reply and of the deadline for providing a final reply.
- XIII.9. The detailed rules of complaint handling are set out in the General Terms and Conditions. The rules for processing and the deadlines for replying complaints filed with the authority supervising the Bank's



operation are set out in the applicable legal regulations.

- XIII.10. 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 amount of the disputed and already refunded transaction could be debited again if necessary.
- XIII.11. If the acquiring credit institution is not the Bank itself, the Bank will forward the Account Holder's complaint, either directly or via the relevant International Card Association, to the acquiring credit institution that has a contractual relation with the merchant, or operates the ATM or the cashier office. If the complaint proves to be unfounded, the Bank shall be entitled to debit the previously refunded amount to the Account Holder's account with the original transaction date, if the Card Holder's approval is available. Fraudulent cash withdrawals and POS purchases, if reported to the National Bank of Hungary, shall be exceptions 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 Card Holder.

#### **XIV. STOPPING, SUSPENDING, REINSTATEMENT OF SUSPENSION OF BANKCARDS**

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

##### **STOPPING BANKCARDS**

- XIV.2. The Account Holder or the Card Holder must forthwith report to the Bank or any member of the International Card Association displaying in its premises the logo that appears on the card if they have become aware of any of the following to have the card stopped:
- a) the Bankcard has been lost or stolen or held by an ATM, or has not been obtained at all (delivery of the Bankcard by mail has failed);
  - b) the Bankcard data or the related PIN or any other similar authentication data have been obtained by an unauthorised third person;
  - c) the Bankcard has been used in an unauthorised manner or without approval as arising from paragraph a) above.

For digital cards, the above provisions on bankcards apply to the mobile devices and any other electronic devices holding digitised bankcard.

##### **REPORTING CHANNELS TO INITIATE THE STOPPING OF PHYSICAL BANKCARDS**

- XIV.3. Requests to stop a Bankcard can be made:
- a) by phone at the TeleCenter (Tel: [1/20/30/70] 335 3355)
  - b) by phone calling the green number free of charge (Tel: 06 80 414 243)
  - c) by fax to the TeleCenter (Tel.: 460 5141)
  - d) in person at any K&H branch;
  - e) in an electronic message sent to the central email address of the Bank (bank@kh.hu)
  - f) via the Bank's banking services with electronic authentication (for clients with K&H mobile bank or K&H e-bank).

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

When a request for stopping a card is made by phone, the Bank may request data provided by the Account Holder upon concluding the Bankcard Agreement to verify the caller's identity. All phone calls



are recorded. The caller must unambiguously express his/her request for stopping the card and, if the request is made by the Account Holder, his/her willingness to bear the costs of production of the replacement card. Minors below the legal age may only initiate the stopping of their Bankcards as per a) and c) above.

#### **REPORTING CHANNELS TO INITIATE THE STOPPING OF DIGITAL BANKCARDS**

XIV.4. Requests to stop a Bankcard can be made:

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

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 may request data provided by the Account Holder upon concluding the Bankcard Agreement to verify the caller's identity. All phone calls are recorded. The caller must unambiguously express his/her request for stopping the card and, if the request is made by the Account Holder, his/her willingness to bear the costs of production of the replacement card. Minors below the legal age may only initiate the stopping of their Bankcards as per a) and c) above.

#### **DETAILS TO BE PROVIDED WHEN INITIATING THE STOPPING OF BANKCARDS**

XIV.5. When requesting that a card be stopped, the following information must be supplied:

- a) the card number and/or the bank account number;
- b) the Card Holder's data; and
- c) if the card has been lost or stolen, any relevant information on and circumstances of the loss /theft, and the amount of the last transaction executed by the Card Holder;
- d) the details of the reporting person, if other than the Card Holder.

XIV.6. When a Bankcard is stopped due to theft or unauthorised use, the Card Holder may be requested by the Bank to report the case to the Police too, and to attach a copy of the police report to the complaint, if any. In the case of particular additional services linked to bankcard, the Bank will provide the services (pay compensation) only if such a police report has been submitted.

XIV.7. The Bank shall fulfil a request for stopping a Bankcard immediately. From the moment a request for stopping a card is made, the Bank shall be liable for the risks and costs arising from any unauthorised use of that Bankcard. The Bank shall be exempt from liability in cases specified in Section XV.3 below. The Bank's card stopping procedure is set out in the Bank's Announcement.

XIV.8. For the purpose of deciding on the issue of liability for risks, the time of the card stopping shall be determined based on the Hungarian local time, unless otherwise provided for.

XIV.9. The stopping of a card cannot be undone. Cards that have been stopped cannot be reactivated even if later found. After a Bankcard has been cancelled, the attached co-branded functions (if any) and loyalty discounts cannot be used either.

XIV.10. If the Account Holder, the Card Holder or the holder(s) of co-card(s) breach or otherwise fail to comply with these General Contracting Terms and Conditions or the provisions of the Bankcard Agreement or provide false data, the Bank shall be entitled to cancel all the Bankcards issued under the affected Bankcard Agreement.

XIV.11. 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 unauthorised or fraudulent manner, or if deemed necessary for card safety. The Bank is also entitled to cancel a credit card if the risk of non-payment of debts payable to the Bank by the Account Holder has increased significantly. With the aim of preventing card fraud, the Bank has the right to check any transaction with the Card Holder and/or the Account Holder or to reject any transactions. In case of transactions rejected with a preventive aim, the Bank will not be liable for damages arising from the rejection. Stopping a card is free of charge.

XIV.12. In case of card stopping initiated by the Bank or a third party, or of bankcard suspension or rejection of a transaction, the Bank shall immediately inform the Card Holder of the fact of and the reasons for such stopping, suspension or rejection, except if such notification would threaten the security of the Bank's operations. Such notification is made through a text message or a phone call to the client-level contact phone number(s) of the Card Holder. If a fraud is suspected, the Bank shall try to contact the Card Holder by sending a text message or calling his/her phone, or sending a letter to clarify the issue, and shall restrict the use of the Bankcard. If the Card Holder fails to respond to the Bank's written notification within 10 days of the receipt thereof by the Card Holder, the Bank shall stop the Bankcard.

#### **BANKCARD SUSPENSION AND REINSTATEMENT OF SUSPENSION**

The bankcard holder may suspend or reactivate the bankcard only via banking services with electronic identification (K&H e-bank, K&H mobile bank). A bankcard may only be suspended for 90 days. In case the Card Holder fails to reactivate the card or request the stopping of the card within this period of time the Bank will automatically stop it.

### **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 Card Holder, or for any damage arising from the unauthorized use of the Bankcard, the Card Holder shall be liable up to HUF 15,000 before a request to stop the card is made.

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

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

XV.3. The Bank is exempt from the liability listed in this section if it proves that the loss arising from the unapproved payment transaction was caused by the fraudulent conduct of the Account Holder/Card Holder, or their intentional or grossly negligent breach of their obligations as provided for in sections III.19. a.) or XIV.2.

XV.4. With respect to card transactions initiated by or through the beneficiary where the exact amount of the payment order is unknown at the time of approval by the paying party (e.g. bookings made with bankcard





for accommodation, rent-a-car, etc.), the paying party's financial service provider may block an amount on the paying party's payment account only if the exact amount to be blocked has been approved by the paying party. The Bank shall release the above block immediately after having received information on the exact amount of the payment transaction, or, at the latest, immediately after having received the payment order.

## **REFUND**

XV.5. The Bank shall refund the amount of the payment transaction initiated by or through the beneficiary and approved by the paying party if the paying party was unaware of the amount of the payment transaction at the time of the approval, and the amount of the payment transaction exceeded the amount reasonably expected by the paying party under the circumstances. When deciding on the size of the reasonably expected amount the Bank takes into consideration the Card Holder's previous transactions, the circumstances of the payment transaction and the terms and conditions of the agreements concluded and effective by and between the parties.

XV.6. The paying party is not eligible for a refund if his approval was provided directly to the Bank, and the information regarding the future payment transaction was provided or made available to the paying party by the Bank or the beneficiary twenty-eight days before the due date of the payment order as specified in the relevant agreement.

XV.7. The Account Holder is entitled to lodge a refund request in writing to his account manager branch, along 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 at the time of its approval,
- b) a statement by the Account Holder that the given card transaction has been executed, with the underlying invoices and slips attached.
- c) a 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 to the account of the Account Holder the full amount of the payment order for which a refund was requested, on the 10th business day at the latest. The amount to be refunded equals the full amount of the executed payment transaction. The value date of such credit shall be the same as the value date of the debit with the amount of the payment order refunded. 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.

XV.8. The Bank shall be entitled to debit the Account Holder's bank account with the amount of the refund, if the Bank becomes aware that the service provider has already paid a compensation directly to the



Account Holder.

- XV.9. Sections XV.5 – XV.7 are not applicable if the beneficiary's financial service provider has its registered seat in a country that is not an EEA member state.

## XVI. ISSUANCE OF REPLACEMENT CARDS

XVI.1. The Bank issues a replacement card at the request of the Account Holder, the Card Holder, the Representative or the Disponent 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. 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 cancelled 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 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 cancelling a card, replacement cards will be issued automatically in the cases published in the Announcement, or at the Account Holder's request to this end.

XVI.2. The Bank after initiating the cancellation of the bankcard - as the last step in the cancellation process or at a later point – makes arrangements for requesting a replacement card. In case any third party not mentioned in point XVI.1. requests the cancellation of the bankcard, the Bank does not issue a replacement card as the last step of cancellation of the bankcard.

XVI.3. In case the Card Holder, the Representative or the Disponent requests the replacement card, the consent of the Account Holder for debiting his/her account is considered to be given in accordance with section X.3..

XVI.4. The Bank hands over the replacement card to the Card Holder in accordance with the provisions applicable to cancelled cards. In case the bankcard is not replaced, the bankcard contract is ceased at the expiry date of the cancelled bankcard.

## 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 (not terminated or cancelled bankcard), the Bank automatically has a new card manufactured unless the conditions imposed by the Bank for the issuance of a bank card are no longer met or the Account Holder, or the Card Holder with respect to his/her own bankcard, delivers a written instruction to the Bank 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 Card Holder needs to activate the Bankcard within the same period. The bankcard will be destroyed after the expiration of such deadline, and the Bank shall have the right to terminate the Bankcard Agreement.

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

#### **RENEWAL OF BANKCARDS IN ADVANCE**

XVII.3. The advance renewal of the bankcard can be requested within maximum 3 months of the expiry date of the card, but only 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 Card Holder needs to activate the bankcard within the same period.

### **XVIII. CARD REASSIGNMENT**

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.

XVIII.1. Special rules applicable to account-level card reassignment:

- a) A precondition for commencing the reassignment is that there should be no blocked item on the bank account associated with the bankcards to be reassigned.
- b) The Bank will perform the reassignment simultaneously for all live bankcards that are assigned to the bank account if the relevant technical conditions are fulfilled.
- c) 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.

XVIII.2. Special rules applicable to card-level (online) card reassignment:

- a) A precondition for commencing the reassignment is that there should be no blocked item on the account associated with the bankcards to be reassigned.
- b) The reassignment is completed instantly for applications submitted to the Bank by 16:30 on the day of application.

### **XIX. AMENDMENTS TO 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 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 on the Bank, changes in the regulations of the international card associations, obligations to pay public charges, changes in mandatory reserves rules, changes in the consumer price index, changes in the procedures or operating processes of the



Bank and changes in the risks associated with the service.

- XIX.2. The Bank in case of discontinuation or modification of certain products/services is entitled to provide equivalent or higher level of products/services to the Card Holder or Account Holder instead of the discontinued or modified products/services by amending the contract unilaterally by way of publishing the discontinued or modified products/services in the Announcement for the cards concerned two (2) month prior to the modification.
- XIX.3. The Bank shall display a notice of any amendment unfavourable to the Account Holder/Card Holder in its branches and/ or its website two months before the expected effective date of the amendment, except where such a 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 addition, in case of any amendment to the Bankcard Agreement or these General Contracting Terms and Conditions or the Announcement, the Bank informs the Account Holder through the Account Statement. If the Account Holder does not accept the changes, 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/s). The amendment is deemed to be accepted by the Account Holder if he fails to notify the Bank about his refusal of such amendment before the expected effective date of the amendment . If the Bankcard Agreement is not terminated, the amendment come into effect with respect to the Account Holder.
- XIX.4. The Account Holder may give or refuse his consent to the amendment before the expected effective date of the amendment. If consent is given, the amendment enters into force on the effective date planned by the Bank. Refusal of the amendment by the Account Holder will be considered termination of the relevant Agreement with immediate effect. The Bank will inform the Account Holder about the termination of the Agreement upon amending the General Contracting Terms and Conditions.
- XIX.5. When an amendment to the General Contracting Terms and Conditions aims to terminate a particular service of the Bank, the Bank will settle accounts with the Account Holder, with special regard to prepaid fees paid by the Account Holder. In such a case the Bank is entitled to pro rate fees payable for services already provided.

#### **AMENDMENTS TO THE CREDIT CARD AGREEMENT OF CLIENTS CLASSIFIED AS CONSUMERS**

- XIX.6. The provisions of the General Contracting Terms and Conditions for Retail Loans give sufficient guidance concerning any possible reasons and conditions for unilateral amendments affecting the interests, fees and charges, and other terms and conditions applicable to Credit Card loans.

#### **AMENDMENTS TO THE BANKCARD AGREEMENT OF OTHER CLIENTS**

- XIX.7. Regarding 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 of the Announcement, not only if provided for by the provisions specified above, but also in case of any changes in the Central Bank's base rate or other interest rates, or in the possibilities and costs of acquiring funds in the money market, or in the risks associated with the customer.

#### **TERMINATION OF THE BANKCARD AGREEMENT**

- XIX.8. This Agreement is concluded for an indefinite term. The Bankcard Agreement lapses:
- a) if terminated by the Account Holder with immediate affect;
  - b) if terminated by the Bank with immediate effect;
  - c) on the last day of notice in case of ordinary termination of the Bank;



- d) by mutual consent, on the date specified by the Bank and the Account Holder;
- e) when the Bankcard expires, if the requirements for issuing a new one are not met;
- f) if the Bank Account Agreement lapses;
- g) 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,
- h) upon the Card Holder's death, when the Bank learns of his death based on credible evidence.

#### **ORDINARY TERMINATION OF THE BANKCARD AGREEMENT**

XIX.9. The Account Holder shall be entitled to terminate the Agreement with immediate effect at any time without justification. The Account Holder shall make its termination personally in any branch office, in written form via post (a private document of full probative value, or a notarized document) or via an authenticated electronic channel (e-bank, mobile bank, e-post) or via telephone with TeleCenter.

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

Termination of the last active credit card associated with the credit card account or termination of the credit card agreement will result in the termination of the credit card account as well. The credit card account will be terminated, if it does not contain debts or a positive balance, upon the closing of the next billing cycle of the bank account following the termination of the last active credit card. If the bank card is not returned to the Bank concurrently with the termination, the Bank will restrict the use of the card once the termination takes effect. The Client shall pay the Bank any amounts debited after the termination of the credit card account in relation to his earlier card payments.

The Account Holder can terminate the Bankcard Agreement without incurring any fees, costs or charges after six (6) months following the conclusion of the Agreement. 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.10. The Card Holder 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. The Account Holder shall make such termination personally in any branch office, in written form via post (a private document of full probative value, or a notarized document) or via an authenticated electronic channel (e-bank, mobile bank, e-post) or via telephone with TeleCenter.

XIX.11. Events which entitle the Parties to terminate the Agreement with immediate effect – apart from those specified in applicable legal regulations (primarily but not exclusively 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 Card Holder 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 Card Holder 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 Card Holder, the Bank shall be entitled to terminate all the Bankcard Agreements of the Account Holder and the Card Holder with immediate effect.

- b) 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),
- c) The Bank shall be entitled to terminate the bankcard agreement with immediate effect in the event that such external circumstances (vis maior) 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 be violated in any other way be.

XIX.12. 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.13. 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 cancel 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.14. 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.15. 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, to collect its receivables, and all costs of such procedures shall be borne by the Account Holder.

XIX.16. 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.17. 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.

#### **BANK CARD TERMINATION WITH AD HOC PROXY**

XIX.18. The Account Holder or in case of common account each Account Holder may give individually ad hoc proxy for termination of the Bankcard contract. The Account Holder may give ad hoc proxy for termination of the Credit card contract.

XIX.19. Such proxy may be granted on the Bank's form, or in a separate document, which may be in the form of



a private document of full probative value, or a notarized document. The proxy shall include the personal data of the Account Holder granting the proxy and those of the proxy holder as well as the matter(s) covered by and the scope of the proxy. The Bank shall accept proxies issued abroad if they are reauthenticated in compliance with the applicable laws. Such re-authentication may take the form of counter-signature by a Hungarian lawyer, or a certificate from the Hungarian consulate in the country of issue, or by issuing a so-called Apostille if the country of issue is party to the Hague Convention (promulgated in Decree-Law No.11 of 1973). In the case of documents issued in a foreign language, the Bank shall have the right to request an official Hungarian translation.

XIX.20. Should the Bank deem such proxy ambiguous on account of its format or content, or when the interpretation of its contents requires the perusal of further documents or the examination of the conditions included in the proxy, the Bank shall have the right to refuse to take action on the basis of such proxy.

## **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 Card Holder, as the insured party, from the insurer identified in the 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 (cover), shall be the day specified in the relevant insurance terms. The Account Holder acknowledges the receipt of the insurance documents and agrees to the insurance terms by signing the forms of the Bankcard agreement and the statement of joining the pool insurance or, if not present at the sale, by making a statement to that effect through the given channel. Any claim by the Card Holder under the insurance policy must be directed to and shall be enforceable solely against the insurer or its claim settlement 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 Card Holder.

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

XX.4. Emergency cash withdrawal abroad is an additional service published in the Bank's Announcement whereby the Bank enables the Card Holder to withdraw cash within 24 hours up to the positive balance on 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 Association or a report made by the Card Holder, and it involves a cash-out opportunity at a member bank of the relevant International Card Association - 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 Card Holder acknowledge that, in accordance with the **Hpt.**, the Bank is entitled to disclose their data considered to be bank secret to the relevant International Card Association 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 Terms and Conditions of Business and the Announcement 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, and the purpose of their data retrieval may be no other than checking data. For more details, see the Bank's Terms and Conditions of Business.
- XXI.4. 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.
- XXI.5. The language of liaison between the parties shall be identical with the language of the Agreement. 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.6. The parties attempt to settle disputes amicably whereby they are entitled to initiate an agreement with the cooperation of a jointly selected expert or any other reconciliation forum.  
If their attempt at the amicable settlement of the dispute remains unsuccessful, the Account Holder may file a complaint as described below with the National Bank of Hungary or a court, pursuant to the relevant legal regulations and the general provisions of the terms and Conditions of Business.
- XXI.7. Any issue not provided for in these General Contracting Terms and Conditions shall be governed by the Civil Code and the Bankcard legislation (particularly the 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 Terms and Conditions of Business. 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.8. The Bank's supervisory authority is as follows:
- a) Name: National Bank of Hungary
  - b) Registered seat: 1054 Budapest, Szabadság tér 9.
  - c) Office dealing with customer complaints: 1013 Budapest, Krisztina krt. 39.
  - d) Phone number: (+36 1) 489-9100
  - e) Fax number: (+36 1) 489-9102