



UniCredit Bank Hungary Zrt's Bank Card Terms and Conditions

Effective from
1th July 2023

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INTRODUCTORY PROVISIONS

1.

These Bank Card Terms and Conditions (hereinafter: Bank Card Terms and Conditions) include general terms and conditions for debit, charge and credit card agreements entered into between UniCredit Bank Hungary Zrt (seat: 1054 Budapest, Szabadság tér 5-6., **number of operating licence: I-1400/2001. issue date of operating licence: 10 August 2001. and I-1523/2003. on 1st December 2003.** No. of original operating licence: F-20/1992. dated 28 February 1992.) (hereinafter: Bank) and its Clients (hereinafter: Card Holder). Its provisions shall be binding upon both contracting parties without any additional stipulation to this effect required, unless the Parties agree otherwise in the individual agreements. In matters not regulated by these Terms and Conditions, the General Terms and Conditions, the Terms and Conditions for Retail Clients, the Terms and Conditions for Corporate Clients and Municipalities as well as any other terms and conditions effective at the Bank in the matter shall apply.

2. Definitions concerning bank cards

As regards the rules for debit card, charge card and credit card services, the following definitions shall apply with the stipulation that expressions not specifically defined by these Bank Card Terms and Conditions but still written in capital letters shall have the same meaning as those written in capital letters in the Bank's General Terms and Conditions.

2.1. **"ATM (Automated Teller Machine)"**: electronic terminal enabling the use of services available through the joint use of bank card and PIN code, in particular cash withdrawal, cash deposit, account balance enquiry, and concluding purchase type transactions (e.g. mobile phone account top-up). The bank accepting the card displays the transactions which may be concluded using the given bank card on the screen of the given ATM. The amount and method of calculation of the costs of

cash withdrawal, cash deposit and other transactions completed using an ATM are specified in the prevailing List of Conditions of the bank issuing the bank card.

- 2.2. **"Bank Card" or "Card"**: a plastic card of size 86 × 54 mm, bearing the logo of the Bank and/or an international bank card organization, with a magnetic stripe and/or data storage chip, issued to the card holder upon request of the Account Owner; it is an electronic means of payment equivalent to cash, which may be used to pay the counter-value of goods and services, and/or to access funds and/or to deposit funds at points where the card is accepted. The Bank Card issued by the Bank is the property of the Bank. The Bank Card is personalized and shall only be owned by a natural person.
- 2.3. **"Bank account"**: a payment account as specified in the General Terms and Conditions of the Bank.
- 2.4. **"Electronic Bank Card"**: a bank card product prepared using rotogravure, which is suitable for making transactions according to the specifications of the List of Conditions in electronic and potentially in virtual accepting environments.
- 2.5. **"Embossed Bank Card"**: an embossed bank card product which is suitable for making transactions in electronic, paper-based and virtual accepting environments, as well.
- 2.6. **"Contactless Card"**: (previous name: Card suitable for Contactless transaction) a Debit Bank Card with built-in antenna enabling it to complete Contactless transactions.
- 2.7. **"Bank Card Usage Limit" or "Limit"**: It refers to the restriction in the number of transactions as stipulated by the bank according to the List of Conditions, as well as to the threshold the Account Owner is entitled to define

for the daily (or for Business Credit Cards: monthly) bank card transactions in the event and in the manner specified by the List of Conditions. General (standard) limit types, amounts related to each limit type as well as the frequency of use for bank cards are set out in the List of Conditions. Upon request of the Account Owner or the Card Holder having a right of disposition over the account, individual limits for the use of specific bank cards different from standard limits shall be changed by the Bank, taking into account the restrictions set out in the List of Conditions. Any partial or total failure of systems participating in the authorization process may result in different usage limits. The above Limits set by the Bank shall not apply to the Transactions authorized without coverage verification (Off line-, and by International Card Organizations authorized Stand in Transactions).

- 2.8. **“Domestic Transaction”**: Any transaction shall be considered domestic if both the issuer (bank issuing the bank card) and the beneficiary (point of acceptance) are organizations incorporated in Hungary with business locations in Hungary or with a right to accept cards in Hungary (based on the settlement data for the transaction, the country code of the point of sale shall be Hungary).
- 2.9. **“Debit Bank Card” or “Debit Card”**: a Bank Card making it possible for the card holder to submit payment orders or withdraw cash up to the amount of balance at sight of the bank account – or several accounts involved upon the Account Owner’s decision – , or up to the amount increased by the Credit Line linked to this account.
“Deposit Card”: a special Debit Card which can be used exclusively for cash deposit transactions through ATM.
- 2.10. **“Retail Debit Bank Card” or “Retail Debit Card”**: a Debit Bank Card issued by the Bank to natural persons for the bank account – or several accounts involved upon the Account Owner’s decision – maintained by the Bank.
- 2.11. **“Business Debit Bank Card” or “Business Debit Card”**: a Debit Bank Card issued by the Bank to legal entities and other business organizations for the bank account maintained by the Bank. The Bank Card is personalized and shall only be owned by a natural person.
- 2.12. **“Charge Card”**: a Bank Card for which a Credit Line is fixed in all cases, and the Account Owner is required to settle all outstanding debts as at the end of the month from the bank account maintained with the Bank by the deadline specified in the agreement, in which case the Bank charges no interest for the amount of spending.
- 2.13. **“Individual electronic data”**: the Bank shall consider identification data stored on magnetic stripe or data storage chip as well as the PIN code as individual electronic data.
- 2.14. **“Electronic identification”**: a verification process through which the Card Holder and the payment transaction are identified by the Bank and the terminal on the basis of individual electronic data linked to the electronic means of payment.
- 2.15. **“Point of Acceptance”**: any domestic or foreign commercial firm making it possible for the Card Holder to access the goods or services sold by it without paying in cash, using Bank Cards bearing an international logo; or any payment service provider ensuring that the Card Holder may make Transactions using his/her Bank Card.
- 2.16. **“Verification Code (CVV2 or CVC2 code)”**: a 3-digit number following the card number on the signature panel of certain Cards, which may be requested when making purchases on the Internet, over the phone or by post.
- 2.17. **“Pre-authorization”**: an Authorization Process which is not directly followed by the fulfilment of the transaction. Pre-authorization is not based on the effective amount but on the expected amount of the Transaction; in this case, the amount expected shall be reserved against the balance of the account set for the Card. Reservation means no real debiting but its purpose is only to ensure the necessary coverage for the effective amount of the transaction to be debited. Reservation may be cancelled by the acceptor commercial firm having launched pre-authorization either by termination of the pre-authorization resulting in the effective debiting of the transaction or by launching cancellation of a pre-authorization completed earlier at the issuer payment service provider through the acceptor payment service provider if, for example, payment is not done by the bank card used during the pre-authorization process. Typically, the following acceptor commercial firms may perform pre-authorization: hotels, car rental companies and travel agencies. Completion of pre-authorization: the Point of Acceptance shall complete the Transaction if the effective price of the product/service is paid using the same Bank Card that was used during pre-authorization. This shall validate pre-authorization as a financial transaction. Amounts of the two transactions may be different from each other.
- 2.18. **“Authorization Process”**: A message sent by the Bank as financial service provider issuing the Bank Card or its representative (authorization service provided under an

agreement between the Bank and its representative) to the Point of Acceptance in which it either authorizes or rejects the completion of the Transaction based on the request for authorization.

- 2.19. **“Contactless transaction”**: a transaction that can be initiated by placing the Contactless Card near the Card reader device with contactless function. The PIN code is required for a Contactless Transaction if the amount of the Transaction exceeds the value of the “Contactless Transaction Amount Limit” as defined in the prevailing List of Conditions and, for security reasons, also for transactions below the value of the “Contactless Transaction Amount Limit” according to the occasions specified in the prevailing List of Conditions. In case of a transaction amount below the “Contactless Transaction amount limit”, the issuance of the transaction slip is optional and it shall be issued at the Cardholder’s request. A PIN code must be entered in the case of a Cash-back transaction initiated by contact.
- 2.20. **“Value Date”**: the date when the Bank considers the debiting or crediting of the Transactions on a settlement account completed with respect to the calculation of interests.
- 2.21. **“Processing Date”**: the date when the Bank accounts for the given Transaction in its account management systems (accounting date).
- 2.22. **“Reservation”**: (i) blocking against the available balance of the account, equivalent to the amount for which authorization is requested (“Negative blocking”) or (ii) crediting to the account (“Positive blocking”) made during the Authorization Process. The limits of the relevant Transaction are operating during the Authorization Process related to the Reservation (in case of Negative blocking and Positive blocking as well). Financial settlements require confirmation, while cancellation requires instructions from the accepting payment service provider; in the absence of these, reservation may remain effective for a maximum of 14 bank business days. Taking into account the provisions of the List of Conditions, Card Holders using UniCredit’s SMS card service shall be informed of the amount of the Authorization Process (stated in HUF in all cases) in the form of an SMS message. In the case of authorizations requested in a currency other than HUF, reservation shall still be received by the Bank in HUF. Conversion into HUF shall be made by card organizations (Visa Inc, MasterCard Incorporated) using their applicable exchange rates. In the event that the account affected by the reservation is denoted in a currency other than HUF, the conversion of the reserved amount – expressed by the card organizations in HUF - into foreign currency shall be calculated based on the General Terms and Conditions.
- 2.23. **“Written Form”** shall mean any written amendment to the framework agreement, including any modification of limits through recorded phone conversations and mBanking service, with the stipulation that limit modifications made over the phone shall be subsequently confirmed in writing by parties at any time upon request of either party.
- 2.23/A. **“cash-back service”** is the direct transfer of cash to the Cardholder by the Acceptance Point providing this service as part of a purchase Transaction with a Bank Card, if the Cardholder expressly requested the transfer immediately prior to the completion of the purchase Transaction related to the settlement of the consideration for goods or services.
- 2.24. **“List of Conditions”**: includes fees, costs and commissions related to the issue and use of Bank Cards together with due dates and methods of calculation, as well as further conditions and use options for bank cards, all this being officially published in the Bank’s branches and website.
- 2.25. **“Imprinter”**: a device enabling the manual (paper-based) acceptance of embossed bank cards (in a non-electronic environment).
- 2.26. **“Card Holder”**:
- a) any natural person being either the Account Owner (**Main Card Holder**) or the person authorized by him/her to use the card (**Partner Card Holder**) or any natural person authorized by the Account Owner being a legal entity/organization to use the card who is entitled to use a given type of bank cards issued by the Bank due to the fact that his/her application for bank card/credit card was accepted by the Bank, and the Bank concluded a bank card/credit card agreement with the Account Owner (with a statement of consent given by the legal representative upon opening the account in case of minors between 14 and 18);
 - b) exclusively for Debit Cards the Card Holder may be: (1) an Account Owner who is a minor over 14 years of age, given that a Bank Card may only be issued to him as the Main Card Holder linked a dedicated Account offered (2) any incapacitated natural person over 6 but below 14 years of age (hereinafter: incapacitated minor), holding an

identity card including a photo, with the limitation that he/she is only entitled to use a Partner Bank Card, provided that his/her application for a Partner Bank Card was accepted by the Bank, and the Bank concluded a bank card agreement with his/her legal representative. A Partner Bank Card may be issued to minors over 14 years of age without any limitations. The Partner Bank Card application is subject to a written application of the Account Owner on the application form and in the event of a partially incapacitated Partner Bank Card applicant, the signature of the Partner Bank Card applicant's legal representative, as well.

2.27. **“Logo”**: a symbol identifying the card type and indicating the scope of acceptance of the card displayed both on the Bank Card and at the Point of Acceptance.

2.28. **“International Card Organizations”**: International card organizations such as VISA Inc. and MasterCard Incorporated. refer to international organizations through which the Bank, either by joining them directly, or indirectly under an agreement concluded with other payment service providers having joined the card organizations performs its activities related to Bank Cards.

2.29. **“Off-line Transaction”**: a Transaction not forwarded to the Bank's authorization center or forwarded only after the Transaction has taken place. In this case, there is no coverage check - in the case of a credit card, there is no check of the Available Credit Limit - a daily limit, or a check of the card status (e.g. inactive, stolen, etc.). Such a transaction also includes the processing of recurring transactions, during which the account/accounts set up as coverage for the Bank Card are debited at regular fee intervals required by the cardholder (e.g. monthly). An Off-line Transaction includes, for example, a subsequent charge (e.g. due to a fine) in connection with a car rental carried out by the Card.

2.30. **“Contactless transaction below ‘Limit for contactless transactions’”**: Transactions below the purchase limit amount for which the Cardholder's PIN is normally not required to authenticate the transaction, except for those transactions specified in the prevailing list of conditions where in order to fulfill the requirement of strong customer authentication, it is necessary to enter the PIN code to approve the given transaction. The Limit Amount cannot be changed and any Transaction above the Limit Amount can only be executed by entering a PIN. The current value of the Limit Amount is

determined by the International Card Organizations and published in the List of Conditions.

2.30.1. **“Money send transaction”**: a transaction, which enables money sending between Bank Cards. The name of the service may be “Moneysend” (in case of Mastercard) or “Direct Fast Funds” (in case of Visa) depending on the issuer International Card Organization. The service enables the sender party to send money to the recipient knowing its card number, whereby the transaction amount is debited on the sender's bank account and credited to the recipients bank account connected to the bank card, if the transaction's authorization is successful. Within the framework of the service, the Bank ensures only the reception of the money to its Card Holders, concerning Bank Cards issued by International Card Organizations defined in the prevailing List of Conditions. The service can only be used by those Card Holders having a Bank Card issued by the Bank. The amount of the transaction is credited to the bank account belonging to the recipients bank card, according to the settlement order described in Annex II.

2.31. **“PIN code”**: a secret personal identification code created under strict security measures which the Bank makes available to the person entitled to use the Bank Card, and which enables the use of the Bank Card in electronic terminals (ATM and in some cases POS).

2.32. **“POS” terminal**: an electronic terminal or an application provided by software that functions as a POS terminal, used to make payment transactions using cash equivalents at places where the Bank Card is used. Such terminals perform the verification of the Bank Card and then register information related to the Bank Card transaction and forward it to the Bank.

2.33. **“Virtual POS (VPOS) terminal”**: a tool which enables the performance of purchase transactions via Internet.

2.34. **“Account Owner”**: Any natural person or legal entity/organization for whom/which the Bank, regardless of the currency, a) maintains a retail bank account or FX account and concludes a related bank card Agreement and provides related payment services; b) maintains a bank account or card account and concludes a related bank card Agreement and provides related payment services; and finally c) maintains a credit card account and concludes a related credit card agreement and provides related payment services.

- 2.35. **“Stand in Transaction”**: Transactions authorized by international card organizations; in which case the Bank is not the authorizing party. In this case, the Bank does not perform a coverage check - in the case of a credit card, check of the Available credit limit of the card - check the card's daily limit, or check the card status (e.g. inactive, stolen, etc.). The Transaction will only be forwarded to the Bank after it has taken place. A stand-in transaction is, for example, the authorization of incoming transactions in the event of a connection error due to technical reasons.
- 2.36. **“Durable medium”**: any instrument which enables the Client to store information addressed personally to him/her for a period of time adequate for the purposes of the information and which allows the unchanged reproduction of the information stored; among others, durable medium shall mean any information sent by the Bank to the Client electronically in a zip file protected by a password.
- 2.37. **“Partner Card Holder”**: any natural person authorized by the Account Owner being a natural person (Main Card Holder) to use the card.
- 2.37/A. **“Telephone Banking User Cardholder”**: A Cardholder in possession of a Telephone Banking User ID and a Telephone Banking PIN who has limited access to the UniCredit Telefonbank Service solely in relation to the Bankcard held by her/him. The provisions regarding the rights of the Telephone Banking User are set forth in the General Terms and Conditions.
- 2.37/B. **“Telephone Banking PIN”** means a 4-digit secret number that is known only to the Telephone Banking User and serves on the one hand to identify the User for orders and queries submitted through the Telephone Banking System, while on the other hand one of the authentication elements as part of the Internet Security service. The provisions regarding the rights and obligations of the Telephone Banking User are set forth in the General Terms and Conditions.
- 2.38. **“Transaction”**: refers to any purchases, cash withdrawals, cash deposits, purchases carried out in ATMs (e.g. mobile phone recharge), Purchase Transaction with Cash-back - through the proper use of the Bank Card as well as related debit and credit entries made to the account (transactions listed above shall hereinafter be jointly referred to as: payment transactions), and account balance enquiry.
- 2.39. **“Authentication of bank card transactions”**:
- a) **in an electronic environment, for Transactions made in the joint presence of a POS terminal or ATM and the Bank Card (except Transactions executed via the contactless function of the POS terminal, mentioned in section d) below)**: a verification and authentication process where identification of the Card Holder by the Bank and the terminal is done by entering individual electronic data assigned to the electronic means of payment. Authentication of the Transaction may take place in ATMs by entering the PIN code or in POS terminals – depending on the settings of the POS terminal at the point of acceptance – by the Card Holder signing the transaction slip or entering the PIN code or providing both the signature and the PIN code at the same time.
 - b) **in an electronic environment, in a manner different from what is specified in the above section a)**: (e.g. ordering over the phone or in writing, online purchase) authentication is not done at the physical location of the purchase, and the transaction shall be completed according to the rules set out by the point of acceptance and the acceptor payment service provider having a contractual relationship with it. (The point of acceptance may contact the Bank through its own payment service provider for the purpose of requesting authorization. Depending on coverage, the Bank shall authorize the transaction to be completed.) In the case of Bank Card transactions specified in section b), the Bank shall assume no liability for the identification of the Card Holder's entitlement to use the Bank Card. For the authentication of the transaction, points of sale accepting the card are not permitted to request any PIN code. For this purpose, the acceptor may only request the data appearing on the Bank Card and the verification code appearing on the back of the Bank Card. Moreover, the use of the Internet Security Service can be requested in case of purchase transaction via Internet, provided that the Point of Acceptance uses the authentication method based on the Internet Security Service on its virtual platform and Internet Security Service is attached to the Credit/Debit/Charge card used for the transaction. When a Bank Card is used for Internet banking, the Bank shall assume no liability for the identification of the Card Holder's entitlement to use the Bank Card. and the Bank Card nor for the authenticity of data provided over the network. The Bank shall assume no liability for any orders or purchases carried out using the Bank Card. Incoming

Transactions shall be accounted for by the Bank without verifying their appropriateness.

- c) **for Transactions carried out with a bank card in a non-electronic environment** (using imprinter): identification may take place by requesting documents allowing personal identification while the authentication of the transaction is done by providing data of the Card and signing the paper-based receipt issued manually on the transaction. In the case of transactions specified in section c), the Bank shall assume no liability for the identification of the Card Holder. Incoming Transactions shall be accounted for by the Bank without verifying their appropriateness.
- d) In case of Transactions executed on POS terminal (Card reader device) suitable for contactless function (by using the contactless function of the device): a verification and authentication process where identification of the Card by the Bank and by the terminal is done by the individual electronic data assigned to the Debit Bank Card. Authentication of the Transaction may take place in case of Contactless transaction below the Limit for contactless transactions by placing the Contactless Card near the Card reader device, or occasionally holding the Contactless Card to the reader and entering a PIN, or in case of Contactless transactions exceeding the Limit for contactless transactions by entering the PIN code every time.
- e) authentications and/or approvals of transactions other than those listed in subsections (a) to (d) – initiated in particular by means of (mobile) applications, electronic wallets, other applications or cash substitute payment instruments, issued by or made available by third party service providers –, shall not be considered as authenticated by the Bank as the Bank does not receive any information about, or does not have any influence on the authentication procedures used by the above listed applications.
- f) in case of Bank Card Transactions executed within the Mobile Payment service the Digitalization of Bank Cards is authenticated as described in Section 4.48.3, and the Transactions are authenticated according to Section 4.50.5.

2.40. “Internet Security service (IS service)”: in order to make the online Credit/Debit/Charge card transactions more secure, the IS service, which is automatically linked to the bank cards, performs the identification of the Card Holder on a higher security level. The IS service is used when the Card Holder initiates an online purchase

transaction with his / her Credit/Debit/Charge Card and the Acceptor uses an authentication procedure based on the Internet Security feature when accepting the card on the virtual payment interface.

2.40.1. “Internet Security Service Authentication Methods”: Any online purchase transaction can be authenticated in one of the following ways:

- a) The authentication process **in the UniCredit mBanking service or in the mToken application** is the same as the authentication process used for other orders in the mBanking service and mToken, the provisions of this authentication process are set out in Points 3.2.11 and 5.3. of Section II of the General Terms and Conditions. If the Cardholder requires (or already has) user access to the mBanking or mToken, the Bank shall automatically provide the IS service to all the Cards held by the Cardholder in accordance with this subsection from the following day after the date of application the latest, without specific notice to the Cardholder.
- b) If the Cardholder does not have access rights to the mBanking service or the mToken application or the given transaction cannot be authenticated through the UniCredit Mobile / mToken application for a technical reason, or in align with the special request of the Cardholder, the authentication is carried out by using together the Telephone Banking PIN and a series of secret characters sent to the Cardholder per each transaction via SMS (personal credentials, the Internet Security Code), to the registered phone number (IS service notification phone number) given by the Cardholder (or by the Account Holder), and registered in connection with the service. The registered phone number can be modified in the registration system. The Internet Security Code is being sent if a Card Holder uses his/her Credit/Debit/Charge card registered for the service for a purchase transaction via Internet and during the card acceptance the Point of Acceptance uses the authentication method based on the Internet Security service on its virtual platform.

2.41. “Notification Address”: The notification address provided by the Account Owner/Card Holder/Client in the Bank’s systems which may be different from notification addresses linked to various accounts in account management systems. For any correspondence regarding transactions related to the Bank Card, the Bank shall use this address as postal address. The Notification Address shall only be a Hungarian address.

Special definitions related to credit cards:

- 2.42. **“Settlement Period”**: The period for which the Bank shall send monthly statements on the status of the credit card account as well as on transactions completed against that account to the Card Holder. The last day of the settlement period (hereinafter: “Settlement Date”) is the same calendar day in each month. The Settlement Date shall be chosen by the Card Holder from the days provided on the credit card application form at the time the application is submitted. The length of settlement periods is one month, from which exceptions may be the first and the last settlement period. The first settlement period starts on the day of entry into force of the credit card agreement and ends on the first Settlement Date following this date. Later on, the closing date of the settlement period shall be the day corresponding to the settlement date of each month. If in a given month the Settlement Date is a bank holiday, the day immediately preceding the bank holiday shall be the Settlement Date.
- 2.43. **“Payment Deadline”**: For credit cards, it is the last day of the Grace Period by which the amount due shall be paid or repaid. Due dates for instalments payable are set forth in these Terms and Conditions as well as in applicable legislation.
- 2.44. **“Available Credit Line”**: In case of credit cards, it refers to the amount available to the Card Holder(s) from the credit line at a given time. At the debit of the Credit Limit, the Customer can only take out a Loan up to the amount of the Available Credit Line (including Loans automatically disbursed to offset interest, fees and costs related to transactions), exceeding the Credit Limit for any reason - including Off-line and Stand-in transactions - is prohibited, exceeding is the liability of the Customer according to 3.27. and 4.20.
- 2.45. **“Used Credit Line”**: The amount used by the Card Holders out of the available credit line and accounted for during the current settlement period, including the costs of transactions completed, the interests and fees as well as the amount of all interests and fees of previous transactions which have not been paid yet. The used credit line does not include the amount of transactions which have been approved by the end of the settlement period – i.e. the date of preparing the credit card transaction statement – but have not been accounted for yet.
- 2.46. **“Credit Card”**: a special Bank Card which the Card Holder may use to deposit cash, make payments or withdraw cash up to the amount of Credit Line specified by the Bank.
- 2.47. **“Retail Credit Card”**: a special Bank Card issued by the Bank to natural persons for the Credit Card Account maintained by the Bank.
- 2.48. **“Business Credit Card”**: a Credit Card issued on the basis of a Credit Line Agreement or an agreement referred to as a Credit Line Agreement for business credit cards (hereinafter: Credit Card Credit Line Agreement) concluded by the Bank with Business Entities.
- 2.49. **“Credit Card Application Form”** refers to the form defined by the Bank, which the Client may use to apply for a Credit Card.
- 2.50. **“Credit Card Account”**: A bank account used for limited purposes, underlying the credit card statement, which shall be debited by the Bank with the fees, costs and commissions following the first activation of the Bank Card as well as with the interests of each Transaction accounted for at the end of the Settlement Period and interests in the event of any delay in payment or overdraft upon their occurrence but at latest on the Settlement Date; for this account, the Bank shall only complete direct debit orders based on a specific agreement.
- 2.51. **“Credit Line”**: a limit set by the Bank for the owner of the Credit Card Account following an assessment procedure which shall serve as financial coverage for the Transactions completed using the Credit Card as well as related fees, costs and interests in such a manner that the Bank shall make the amount of credit line available to the Client under the terms of the Framework Contract, the relevant Terms and Conditions and the Lists of Conditions.
- 2.52. **“Business Credit Card Limit”**: the Account Owner may specify individual monthly “spending” limits for the owner(s) of Business Cards for each Business Credit Card. The aggregate amount of credit limits set for each Business Credit Card may be higher than the amount of Credit Line specified for the Account Owner; however, no Business Credit Card limit may be higher than the amount of Credit Line made available to the Account Owner. Even if the aggregate amount of limits related to each Business Credit Card is higher than the Credit Line specified for the Account Owner, the aggregate amount of spending related to Business Credit Cards in a given Settlement Period is not permitted to exceed the amount of Credit Line.

2.53. **“Interest-free Period”:** For Credit Cards, the Bank shall grant the Account Owner an interest-free period of no more than 46 days for purchase-type transactions specified in the Announcement (purchase-type transactions shall include any Transactions, fees and costs entered to the debit of the Credit Card Account, except cash withdrawals using ATM or POS) from the Value Date until the expiration of the Payment Deadline set for the given Settlement Period. provided that the Used Credit Line was fully repaid during the Grace Period.

2.54. **“Minimum amount of repayment and minimum monthly repayment obligation”** It refers to the obligation of the Main Card Holder to repay a portion of his/her outstanding debt following the issue of the account statement, to the extent and as a minimum defined in the List of Conditions, by the last day of the grace period to the credit card account specified in the credit card agreement. The Main Card Holder’s above-mentioned obligation shall be deemed completed if the credit card account is credited with the amount payable between the first and the last day of the grace period. Repayments made outside the grace period do not qualify as fulfilment of the minimum monthly contractual repayment obligation. In the event of any overdraft, the Bank shall add the amount overspent as well as the amount of either partially or fully outstanding debt(s) relating to the previous settlement period(s) to the minimum amount to be repaid in the given month according to the prevailing List of Conditions, and shall inform the Card Holder of the aggregate amount of outstanding debt by sending his/her an account statement for the given month. If the total debt does not exceed the minimum amount set forth in the List of Conditions as minimum monthly repayment obligation, the amount of the total debt shall be the minimum repayment obligation. The minimum amount of repayment – contrarily to the applicable rounding rules set forth by statutory provisions – shall be rounded up.

2.55. **“Reference interest rate”:** publicly announced prime rate applied to calculate all interest rates applied by the Bank, upon the value of which the Bank has no influence and which is used to calculate the Credit Card interest rate for a definite scope of clients as specified by the List of Conditions and regarding the modification of which the Bank regularly notifies consumers via its home page and announcements displayed in its branches.

2.56. **“Average Percentage Rate (APR)”:** For credit cards, it refers to the proportion of the overall loan fee to the total loan amount, expressed as an annual percentage rate. For credit cards the overall loan fee includes all fees – to be considered in the calculation of the APR, as stipulated by the relevant legal regulation – known to the creditor and paid by the Client under the Credit Card Agreement.

The following formula shall be applied to calculate the APR:

$$\sum_{k=1}^m C_k (1+X)^{-t_k} = \sum_{l=1}^{m'} D_l (1+X)^{-s_l}$$

where:

- C_k: is the amount of the kth tranche minus the costs related to raising the loan, until the first loan disbursement,
- D_l: is the amount of the lth instalment or fee payment,
- m: is the number of loan disbursements,
- m': is the number of the last instalment or fee payment,
- t_k: is the period between the time of the first loan disbursement and the subsequent loan disbursements stated in years and parts of a year, and as such t_l=0,
- s_l: is the period between the time of the first loan disbursement and the time of each instalment or fee payment, stated in years and parts of a year,
- X: is the value of the APR.

2.57. **“Grace Period”:** The period specified in the List of Conditions, following the last day of the Settlement Period (date of preparing the account statement); by the last day of this period the Main Card Holder shall pay the Bank at least the minimum amount of monthly repayment. If the last day of the grace period is a bank holiday, the first bank business day immediately following the bank holiday shall be considered the last day of the grace period. The Main Card Holder’s above-mentioned obligation shall be deemed completed if the credit card account is credited with the amount payable between the first and the last day of the grace period.

Special definitions related to Mobile Payment service:

2.58. **“Apple Pay”:** Mobile Wallet service available on a Mobile device with iOS operating system.

“Google Pay”: Mobile Wallet service available on a Mobile device with Android operating system.

2.59. **“Digital Bankcard”:** The tokenized version of an eligible Bank card authorized for Digitalization by the Bank in the relevant List of Conditions which is tokenized through Digitalization onto a Mobile Device, and of which use the

Cardholder is entitled to in accordance with the present Bank Card Terms and Conditions.

- 2.60. **“Digitalization”/“Digitization”**: Registration of the Bank card by the Cardholder for the Mobile Payment service, during which the Digital Bankcard is created in the systems of the card company (Mastercard Inc.) based on and after the transfer of the physical Bankcard data.
- 2.61. **“Mobile Payment”**: Bankcard purchase made with a Digital Bankcard and with the help of a Mobile Device, made by the Cardholder at a POS terminal, within any eligible application or via the Internet. Data exchange required for a Contactless payment transaction takes place by placing the Mobile Device to the POS terminal (NFC). Transactions are authenticated by the Cardholder on the Mobile Device.
- 2.62. **“Mobile Device”**: An electronic equipment used by the Cardholder that supports secure remote payments and Contactless (NFC) transactions.
- 2.63. **“Mobile Wallet”**: An application that enables the Digitalization of a Bankcard and the usage of Mobile Payment service.
- 2.64. **“NFC”** (Near Field Communication): A standard that allows communication with a short-range radio signal that allows data to be exchanged between devices involved in the communication.

3. Issuance and validity of cards

Issuance of cards

- 3.1. As an additional service, the Bank may issue Bank Cards for its Clients having HUF and/or FX accounts or credit card accounts with the Bank.
- 3.2. Bank cards may only be issued for any natural person who has a valid personal identification document with a photo, and the applicable legislation allows the opening of a payment account serving as coverage for the Bank Card or the granting of a credit line.
- 3.3. The Account Owner is entitled to grant a right of disposal over its account to any natural person(s) having legal capacity or limited legal capacity, or incapacitated persons (via their legal representative), whose name is specified on the Bank Card application form, and the said right may be exercised by using the Bank Card. For the person(s) so specified, the Bank shall issue a partner card or a Business debit card/credit card.
- 3.4. Partner cards may only be issued to natural persons having a personal identification document with a photo, with usage limits set by the Bank.
- 3.5. If the Account Owner applies for the Partner Card in favour of a person with limited legal capacity or a minor with no legal capacity and the Account Owner is not the legal representative of the person with limited legal capacity or the incapacitated minor, the statement of consent of the legal representative of the person with limited legal capacity or the incapacitated minor in the form of a private document providing full evidence or a notarial document shall also be submitted along with the Bank Card application.
- 3.6. The Card is the property of the Bank. The Card shall only be used by the Card Holder, it shall not be assigned or lent to any other persons, and it shall neither be pledged nor be provided as a surety.
- 3.7. Personalization of the Bank Card shall only be done in the exact name that appears in the Client’s (Card Holder’s) personal identification document. Bank Cards issued to business organizations shall also bear the name of the business organization in addition to the name of the Card Holder (except the cases where the name of the Account Owner is the same as the name of the Card Holder) or bank branch shall be accepted as a notification address, and – for the express purpose of preventing abuses – the Bank shall be entitled to register the Client’s (Account Owner, Card Holder) mobile phone number.
- 3.8. The Bank shall accept no liability for any damage caused by the Partner Card Holder to the Account Owner. Regarding the Bank’s claims in connection with the Partner Card, the Account Holder and the Card/Partner Card Holder shall bear joint and several liability against the Bank.
- 3.9. The Client acknowledges that as a condition for the Bank Card to be made available, the Bank is entitled to ask for a caution in the cases set in the List of Conditions for each Bank Card, of which the Bank may seek satisfaction to directly assert any claim if the bank account is not fully covered.

Conclusion of agreements (application form)

Application for a Debit Card

3.10. Any completed debit Bank Card application form shall be deemed an offer for concluding an agreement. By signing the bank card application form, the Client accepts that the Bank verifies the data provided by the Client. The offer shall become an agreement upon signature of the application form by the Bank. The Bank is entitled to refuse any application for bank card without giving any explanation.

Application for a Credit Card or Business Credit Card

3.11. Based on the information supplied on the Credit Card Application Form completed by the applicant, and following credit assessment, if the issuance of the Credit Card is approved, the Bank shall provide the Account Owner/Main Card Holder with a Credit Line up to a limit amount depending on the outcome of the credit assessment unilaterally carried out by the Bank. Up to this amount, the Card Holder and the Partner Card Holder(s) may perform Transactions using the Credit Card or Partner Credit Card, in the manners provided for by the Bank.

3.12. The Account Owner/Main Card Holder may specify the amount of Credit Line requested within the limit set by the Bank in the prevailing List of Conditions when applying for the Credit Card.

3.13. When applying for a Business Credit Card, the Account Owner may specify the amount of credit line(s) for the Business Credit Card(s) within the limit – and as the maximum – of the Credit Line granted by the Bank.

3.14. The Partner Card Holder may only apply for a Credit Card with the prior consent of the Account Owner, also by filling in the Credit Card Application Form used by the Bank for this purpose, which shall be signed by both the Main Card Holder and Partner Card Holder, and submitted to the Bank.

3.15. The Partner Card Holder may only apply for a Business Credit Card with the prior consent of the Account Owner, by filling in the Credit Card Application Form used by the Bank for this purpose, which shall be signed by both the Account Owner and the Business Card Holder, and submitted to the Bank.

3.16. Any Account Owner being a natural person may apply for one Credit Card for each credit card account – of the same card type – for personal use; in addition, one

Partner Credit Card may be requested for each natural person designated by the Account Owner. Partner Credit Cards shall be at maximum of the same type as the Credit Card of the Main Card Holder.

3.17. The Business Card Holder may own only one Business Credit Card, but Business Credit Cards related to the Credit Line of the Account Owner may be of different types.

3.18. The Bank shall be entitled to refuse any application for Credit Card, Partner Credit Card and Business Credit Card without giving any explanation.

3.19. The Bank shall notify the Account Owner of the acceptance or rejection of applications for Business Credit Card in writing.

3.20. The representative(s) of the Account Owner as well as the applicants for Business Credit Card shall appear together in the branch specified by the Bank to sign the Credit Line Agreement with Credit Card.

Signature of the Credit Card Agreement

3.21. If the outcome of the credit assessment following submission of a joint application for Credit Card and Partner Card is positive, the Card Holder being the Account Owner as well as the Partner Card Holder shall appear together in the branch specified in the information letter sent by the Bank to sign the credit card/partner card agreement.

3.22. If applications for Partner Card and Credit Card do not take place at the same time, in the case of positive outcome of the credit assessment the Bank shall send a notification to the Partner Card Holder. In this case, the Partner Card Holder is obliged to inform the Account Owner and to ensure that the Partner Card Holder and the Account Owner appear together in the branch specified in the Bank's notification to sign the partner card agreement.

3.23. The Bank accepts no liability for damages arising from any failure to perform information obligations incumbent upon the Card Holder.

3.24. By submitting the Credit Card Application Form to the Bank, the Account Owner/Main Card Holder give an irrevocable authorization to the Bank based on which, following issuance of the Credit Card, the Bank shall reduce the balance of the Credit Line available on the Credit Card Account by the amount of payments

made using the Credit Card or Partner Credit Card, the interests, commissions, fees and charges without any specific instruction of the Main Card Holder.

3.25. By signing the Credit Line Agreement or Credit Line Agreement with Credit Card, the Account Owner gives an irrevocable authorization to the Bank based on which, following issuance of the Business Credit Card, the Bank shall reduce the balance of the Credit Line available on the Credit Card Account by the amount of transactions made using the Business Credit Card, the interests, commissions, fees and charges without any specific instruction of the Account Owner.

3.26. All Bank Card and Credit Card (Framework) Agreements shall be signed by Contracting Parties (the Bank, Card Holders, Account Owners) prior to the activation of Bank Cards and Credit Cards.

Balance, available coverage

3.27. The Account Holder undertakes to use his Bank card only for the amount held as coverage on the account or he uses it up to the limit of the Available Credit Line, he does not exceed it for any reason, and he is responsible for the fact that the person authorized to use the Partner Card also acts in the same way. Cardholders must always be aware of the available balance. In the case of Cards issued on behalf of business organizations, the Account Holder is responsible for the use of the Card by the Card Holders. Off-line transactions or those directly authorized by international card organizations (Stand in) are settled by the Bank without any further investigation (including investigation of the available coverage), even in the absence of coverage.

Sending and delivery of the PIN code, the Cards and the PIN envelope to the Client

3.28. The Card Holder shall receive the PIN code from the Bank in a closed envelope. This code shall be used for cash withdrawal from ATM, cash deposit through ATM, as well as at certain points of acceptance and bank branches for purchases or cash withdrawals through POS terminals.

3.29. According to the customer's choice, the Debit and Charge Cards can be collected at the bank branch, or sent as unregistered mail, and in the case of a foreign address, they are sent by courier service. The Bank sends the Debit and Charge Card as unregistered mail to the Hungarian notification address assigned to the bank account set behind the Card, or chosen by the

Cardholder from among the Account Holder's Hungarian mailing addresses.

When sent by post, the PIN envelope associated with the newly issued or card replacement Debit and Charge Cards is sent to the same address as the Card, in a separate envelope, also as unregistered mail.

Personal collection at a bank branch is possible for Debit and Charge Cards and the PIN envelope associated with the card, based on the Customer's prior request and payment of the fee according to the List of Conditions in force at all times.

Debit and Charge Cards can only be mailed to a foreign address through a courier service, after consultation on Telephone Bank, at the Cardholder's express written (letter or fax) request. The Bank is entitled to charge the direct costs of the courier service on the Cardholder (in the case of a partner card, to the account linked to the card).

Newly issued Credit Cards and those affected by card replacement are accepted at the bank branch, in the case of newly issued Credit Cards, at the same time as the Credit Card contract is signed.

The PIN envelope related to newly issued Credit Cards and Credit Cards affected by card replacement is sent as unregistered mail, to the notification address indicated on the application form in the case of a new issue, and to the notification address in Hungary indicated as the mailing address of the Credit Card Transaction Statement in the case of card replacement.

In the case of renewed Credit Cards, the prepared card will be sent to the Cardholder as unregistered mail to the notification address in Hungary indicated as the mailing address of the Credit Card Transaction Statement. The mailing address of the Credit Card Transaction Statement can also be changed via Telefonbank - after proper Telefonbank identification. In the case of renewed Credit Cards, it is possible to collect personally the card at the Bank branch based on Customer's prior request and payment of the fee according to the current List of Conditions. It is only possible to mail the Credit Cards affected by card replacement to a foreign address through a courier service, after consultation via Telefonbank, upon the express written request (in letter or fax) of the Cardholder for which the Bank is entitled to burden the direct costs incurred by the courier service to the Cardholder (in the case of Partner Card, to the account

connected to the card).

In the case of transmission by post or courier service, the Cardholder must notify immediately if, in the case of a new Card application, he has not received his Bank Card or the envelope containing the PIN code after 30 days from the application; and in the case of card renewal, if he has not received his renewed Bank Card after the 25th day of the expiry month on the front of the old Card. The Bank assumes no responsibility for the risk and resulting damages arising from sending by mail to an address incorrectly specified by the Customer as the notification address, as well as from sending it abroad by courier service at the express request of the Customer. Debit, Charge and renewed Credit cards sent by post do not have an active status. The Bank is entitled to automatically terminate and remove from its systems the Card delivered to the Cardholder as a postal item, and to consider the Bankcard contract previously concluded/signed with the Cardholder/Account Owner as terminated, if it was not activated within 180 days effective from the last day of the month in which the Card was applied for, or - in the case of card renewal - the expiration month of the expired Card.. In the case of a renewed Credit Card, the Credit Card Agreement is not automatically terminated if the Credit Card is not activated regarding the termination point 8.15, while regarding the settlement of the existing total debt points 8.18.and 8.19. are affected.

3.30. If the application for the Debit and Charge Card was not made in person, the Bank is only entitled to personally hand over the Bank Card and PIN code to the Cardholder in the case of card collection at a bank branch designated by the customer and authorized by the Bank. If the application for the Debit and Charge Card was made in person, in case of card collection at a bank branch designated by the customer and authorized by the Bank, the Bank is entitled to issue the Bank card and PIN code personally to the Cardholder or to the Cardholder's authorized representative, who has a power of attorney approved by the Bank to hand over. The Bank assumes no responsibility for the risks and resulting damages arising from the acceptance of the Bank card and PIN code by the authorized person - beyond the examination of the adequacy of the authorization and the identification of the authorized person. In the case of card collection at a bank branch, if the Cardholder - or in the cases specified above - his authorized representative does not receive the new bank card issued within 90 days of the notification or within 180 days in the case of a renewed card, the Bank may invalidate and destroy the Card, unless otherwise specified, at the same time,

you can cancel it and remove it from your systems, as well as consider the Bankcard contract previously concluded/signed with the Cardholder/Account Owner as terminated.

3.31. In the case of handing over at a bank branch, the Bank hands over the Credit Card - or, in the case of certain Credit Cards, the PIN code - exclusively to the Account Owner or Card Holder who appears in person. The Card Holder hands over the Co-Credit Card or, in the case of some credit cards, the PIN code exclusively to the Co-Card Holder. Before signing the credit card or co-credit card agreement, the Bank sends the undamaged envelope containing the PIN code belonging to the credit card to the notification address indicated by the Main Cardholder on the credit card application form, and the undamaged envelope containing the PIN code belonging to the co-credit card to the notification address indicated on the co-credit card application form of the Co-Cardholder by post. In the case of personal handover not at a bank branch, 3.28–3.29 of these Business Regulations. the guidelines are defined in points.

3.32. The Bank shall deliver the intact envelope with the Business Credit Card and the PIN code only to the Business Card Holder or his/her representative appearing in the branch in person. The Bank shall inform the Account Owner as soon as Business Credit Cards are ready.

3.32/A The Bank shall bear the risk of sending and handing over the Bank Card and the PIN Code to the Card Holder, except the cases stipulated in point 3.30 above.

PIN code management

3.33. The Card Holder shall destroy the envelope containing the PIN code following receipt and memorizing thereof, and keep the PIN code secret. Should the PIN code be accessed by any unauthorized person – including the Bank's employees –, this shall be reported to the Bank without delay.

3.34. For Debit, Credit and Charge Bank Cards, the Card Holder – being in possession of the former PIN code – is entitled to change the PIN code of the Bank Card. The change of the PIN code is possible until the first day of the month preceding the month of expiry of the Bank Card. In case the Bank has been requested by the Card Holder for the reproduction of the PIN code, the

Card Holder is not entitled to change the PIN code until receipt of the above mentioned reproduced PIN code.

accept no liability for damages arising from any failure to do so.

Activation of the Card

3.35. The Client shall sign his/her Bank Card immediately after receipt, and have it activated. The activation shall be completed: for newly issued Credit Cards, or in case of replacement cards by launching an activation process in the branch; for newly issued Debit Bank Cards or in case of replacement cards by using the Bank's Telefonbank service and in case of retail Main Card via mBanking service, or in case of renewed Credit Card, Debit Bank Card – exclusively in cases and in the manner detailed in this Section – by the first use of the PIN code in pursuance of a Transaction completed successfully or rejected in lack of the coverage, or by using the Bank's TelefonBank service, or in case of retail Main Card via mBanking service application.

In case of business organizations, in the process of card activation through the Bank's Telefonbank service, the Bank shall only activate the Card following the identification of the Telephone Bank Card Holder through the automatic system of the Telefonbank service.

In case of Private Individuals, in the process of card activation through the Bank's Telefonbank service, the Bank shall only activate the Cards following identification of the Telephone Bank User Card Holder through the automatic system of the Telefonbank service.

In case of a Card activation initiated by retail client via mBanking service, the Main Card Holder (Account Owner) shall complete the activation of the Main Card following the identified access to the mBanking service. Solely the Main Card Holder is entitled to activate the Card via the mBanking service, and only regarding (newly issued, replaced and renewed) Main Cards; Partner Cards can not be activated via Mobil application.

Further precondition to the above activation of the renewed Bank Card is, that at the time of its activation the previous Bank Card is neither temporarily/finally blocked nor cancelled. The use of the bank card activation function on domestic UniCredit ATM machines belong also to the PIN code entry-Transactions, which also activate the Bank Card. Transactions completed without entering the PIN code, the failed Transactions (not including Transactions rejected in lack of the coverage), and the Transactions described in Section 2.28. are not suitable for activation of the renewed Bank Cards. In case of card renewal, the Card Holder shall destroy the old Card (make it inappropriate for further use) following activation of the new Card. The Bank shall

Validity of the Card

3.36. The Card shall be valid until the 24th hour of the last day of the month appearing on the face.

3.37. During the life of the account agreement (as Framework Agreement), the expiration date of the Partner Card is independent of the expiration date of the bank card held by the Card Holder being the Account Owner or any other partner card holder. On the other hand, upon termination of the account agreement between the Bank and the Account Owner, the partner card shall be deemed expired and shall be blocked, irrespective of the expiration date appearing on it.

3.38. During the life of the credit card agreement making part of the Framework Agreement, the expiration date of the Partner Card is independent of the expiration date of the main Credit Card or any other Partner Credit Cards. On the other hand, upon termination of the credit card agreement making part of the Framework Agreement between the Bank and the Account Owner, the Partner Credit Card shall be deemed expired and shall be blocked, irrespective of the expiration date appearing on it.

3.39. During the life of the Credit Line Agreement, the expiration date of a given Business Credit Card is independent of the expiration date of any other Business Credit Cards. On the other hand, upon termination of the Credit Line Agreement between the Bank and the Account Owner, or upon notification on the cancellation thereof, the Business Credit Card(s) shall be deemed expired irrespective of the expiration date appearing on it/them.

Card renewal

3.40. If the Card Holder meets the prevailing requirements – and has not expressed any intention to the contrary at a branch by the end of the month preceding the month of expiration –, and following the positive outcome of the assessment conducted by the Bank, the Bank shall make a new Bank Card with unchanged rights available to the Card Holder upon expiration of the Card. All features of the new Bank Card are the same as those of the previous Bank Card, the Bank Card's card number and PIN code remain unchanged. Debit Cards for which the Cardholder concluded a contract before November 21, 2021 and were never replaced after November 21, 2021

are an exception to this, as these Debit Cards will receive a new card number and a new PIN code with their first renewal following December 16, 2022. If the Card Holder intends to stop using the Card before the expiration date appearing on the Card, he/she shall be obliged to cancel the Bank Card Agreement, and if the Card Holder intends to use the Card only until the expiration date appearing on the Card, he/she has to express this intention at a branch until the end of the month preceding the month of expiration, in which case the Bank Card Agreement will be ceased on the expiration date of the Card.

- 3.41. The Bank shall be entitled to refuse the renewal of the Bank Card with unchanged rights if no transaction is performed using the Bank Card for at least 180 days in a row during the validity of the Card.
- 3.42. Furthermore, the Bank is entitled to refuse the renewal of the Bank Card with unchanged rights in the event that the Card is temporarily blocked based on Section 4.32 and simultaneously the case specified in Section 3.41 has occurred.
- 3.43. Regarding the sending of renewed Debit and Charge Cards to the Card Holder, the provisions of Sections 3.28 to 3.29 shall apply.
- 3.44. Regarding the delivery and activation of Debit and Charge Cards, the provisions of Sections 3.28 to 3.29 and Section 3.35 shall apply. In case of Retail Debit Card, if the Card Holder has made their mobile phone number known to the Bank, the Bank can inform the Card Holder about the status of the renewed Card by sending sms to that mobile phone number.

Renewal of the Credit Card

- 3.45. The Bank shall be entitled to refuse the renewal of the Bank Card with unchanged rights:
- 3.45.1. In the event specified in Section 8.2.3.
- 3.45.2. In the event that the Credit Line has not been utilized prior to the expiration of the Credit Card with the transactions initiated with the Credit Card.
- 3.46. Prior to the renewal of the Credit Card, the Bank may unilaterally decide upon proposing any reduction or increase in the Credit Line in accordance with the provisions of these Terms and Conditions pertaining to the unilateral modification of agreements, and in the event of an increase in the Credit Line in accordance with Section 3.57 thereof.

- 3.47. Rights and liabilities of the Main Card Holder in relation to the use of the Credit Card are governed by the rules set out in these Terms and Conditions regarding the modification of the Credit Line accompanying the Credit Card.
- 3.48. All features of the renewed Credit Card are the same as those of the previous Credit Card, the Bank Card's card number and PIN code remain unchanged. The renewed Credit Card shall be sent to the Card Holder by unregistered mail to the Client's Notification Address in Hungary associated to Credit card transaction statement. For the activation of renewed Credit cards section 3.37 is applicable. In case of Retail Credit Card, if the Card Holder has made their mobile phone number known to the Bank, the Bank can inform the Card Holder about the status of the renewed Card by sending sms to that mobile phone number.

Card replacement

- 3.49. Following blocking of the Debit Bank Card or Credit Card as per Sections 5.36 to 5.40, initiated by the Card Holder and upon the consent of the Card Holder the Bank shall arrange for the production of a replacement card. For providing a new Card to the Client for the replacement of the Card which got out of the Client's possession, only the actual replacement costs attributed to the instrument, which have directly arisen with the Client shall be charged for the Client. All features of the replacement card are the same as for the original Bank Card (the replacement Bank Card is assigned a new card number and a new PIN code is issued). If the card is replaced within two months prior to the card's expiration month, the expiration date of the replacement card will be the same as the extended expiration date of the replaced card. In the event that the Card Holder does not consent to the replacement of the Bank Card, the provisions of Section 8.2 of the present Terms and Conditions shall prevail.

Credit Card, Business Credit Card – special provisions Determining the amount of Credit Line

- 3.50. Based on the Account Owner's application, provided that a positive decision is made following credit assessment, the Bank shall grant the Account Owner a Credit Line in an amount depending on the result of the credit assessment; this amount may be unilaterally modified by the Bank. The Credit Card Holder(s) or Business Credit Card Holder(s) may conduct Transactions using the Credit Card or the Business Credit Card up to the amount of the accompanying Credit Line or Business Card Credit

Line in the manners provided for by the Bank. The Bank is entitled to set the amount of requested Credit Line according to its decision based on the internal credit assessment in a lower amount different from the amount requested by the Account Owner.

- 3.51. The Bank shall inform the Main Card Holder of the acceptance of the Credit Card application, the amount of Credit Line determined or offered by the Bank, any modification thereof as well as the rejection of the Credit Card / Business Credit Card application in writing or through a recorded telephone line. If the Main Card Holder also applied for a partner card at the same time, he/she shall be responsible for directly informing the Partner Card Holder of the above-mentioned facts.
- 3.52. The Account Owner/Main Card Holder is not obliged to accept any Credit Line offered by the Bank the amount of which is different from what he/she had requested, and is entitled – at latest by the date of signing the Credit Line Agreement – to instruct the Bank in writing to make available the Credit Line in an amount lower than the one offered by the Bank or in the amount specified in the application. In the absence of such an express instruction, the Bank shall open the Credit Line in the amount offered by it, and shall put it at the disposal of the Account Owner or the Main Card Holder according to the Credit Line Agreement concluded.
- 3.53. The provisions of this section shall also apply in cases where the Bank offers the increase of the Credit Line to the Account Owner or Main Card Holder while Credit Line Agreement is in force.

Modification of Credit Line by the Client, other instructions

- 3.54. The Credit Line may be modified upon the Account Owner's request, based on the Bank's decision, during the period of validity.
- 3.55. The Bank shall accept any instructions related to the Credit Card Account solely from the Main Card Holder or the Account Owner.
- 3.56. Any instructions related to the Credit Card Account (not given by using the card), in particular those aimed at the modification of the Credit Line or at the issuance of further Business Credit Cards, shall be accepted by the Bank from the Account Owner only. Separate instructions for the modification of Credit Lines for individual Business Credit Cards shall be accepted from the Account Owner as well as from any person authorized by

the Account Owner and having access to the Telefonbank service.

Assessment of creditworthiness of the Main Card Holder or the Account Owner

- 3.57. The Bank is entitled to assess the creditworthiness of the Main Card Holder at least once in a business year, and prior to the expiration of the Credit Card. The Bank is entitled to unilaterally decrease the amount of the credit line based on the decision made after the assessment within its scope of competence, or to offer the increase of the credit line's amount to the Main Card Holder. For Business Credit Cards, the Bank is entitled to assess the creditworthiness of the Account Owner every business year, and upon expiration of the Credit Line Agreement. The Bank is entitled to unilaterally decrease the amount of the Credit Line based on the decision made after the assessment within its scope of competence, or to offer the increase of the Credit Line's amount to the Account Owner. Following such assessment the Parties may conclude a new Credit Line Agreement.
- 3.58. The Bank is entitled to modify the Credit Line amount based on the Account Owner's written application for credit line modification within its scope of competence, by informing the Account Owner of this fact in writing at the same time.
- 3.59. In the case of any request (or the acceptance of the Bank's offer by the Account Owner) for increasing the Credit Line, the Bank shall be entitled to ask the Account Owner to provide information and documents necessary for the assessment of the application. In the event of a request to increase the Credit Line, the Bank shall repeatedly assess the creditworthiness of the Account Owner – free of any fees, charges and other payment obligations – and request the submission of documents and information necessary for the assessment of the application. The increase of the Credit Line requires the modification of the Credit Line Agreement.
- 3.60. If the Account Owner requests the Credit Line to be decreased, he/she shall ensure that there is no overdraft at the time the potential amendment of the agreement takes effect.
- 3.61. The Bank has the right to initiate a reduction of the amount of the Credit Line in accordance with the provisions of the chapter about the Bank's unilateral modification rights, taking into account the usage habits and willingness to pay of the Main Card Holder

or Account Owner according to the existing Credit Card Agreement/Credit Card Credit Line Agreement.

3.62. The Bank shall send the notification letter related to the modification of the Credit Line according to section 3.58 by unregistered mail to the Account Owner/Main Card Holder.

3.63. The modification of the Credit Line amount according to section 3.58 shall enter into force following the said notification, on the date indicated on the amendment of contract, or on the next Bank Business Day if it is a bank holiday.

4. Use of the cards

Determining limits for payment transactions (cash withdrawal limit, purchase limit, internet purchase limit)

4.1. Any person having a right of disposal over any account underlying any Debit, Charge or Credit Card may request cash withdrawal and purchase limits and internet purchase limits different from the default values set by the Bank or defined on an individual basis in the agreement in any branch through the Telefonbank or – with the differences below – via UniCredit Mobile application. However, the requested limit shall not exceed the amount of maximum limits specified in the prevailing List of Conditions.

4.1.1. In case of Private Individuals, the modification of limit via Bank's Telefonbank service for a Main Card Holder is possible following identification of the Main Card Holder by the Bank through the Telefonbank automatic system, in respect of any Bankcard connected to the Main Card Holder's Bank Accounts.

4.1.2. In case of Private Individuals, the modification of limit via Bank's Telefonbank service for a Partner Card Holder is possible following identification of the Partner Card Holder by the Bank through the Telefonbank automatic system, if the Partner Card Holder has signature right over at least one of the accounts connected to the Bank Card of which the identified person is the Card Holder.

4.1.3. In the case of business organizations, the Bank may only change the limit via Telephone Bank

- (i) after the Card Holder has been identified through the Telefonbank automated system, if the identified Card Holder has authorized access

registered on Signature Card in the Bank's system in respect of the payment account against which the transactions related to the Bank Card are settled, or

- (ii) after the authorized person has been identified through the Telefonbank automated system, if the identified person is holding an authorization document accepted by Bank (specifically also for Bank Card limit changes) attached to the Signature Card in the Bank's system in respect of the Bank Card affected by the limit modification.

4.1.4. The limits of Debit Cards can also be changed via mBanking service, however in this case only the person who activated the application as an Account Holder is entitled to change the limit for the Bank Cards connected to the bank account involved in the application.

4.2. Except for Off-line Transactions and Transactions authorised by International Card Organisations (Stand in Transactions), the Card Holder may use his/her card up to the actual limits approved by the Bank. If the balance of the account underlying a given Card is below the limit, the Card Holder shall be entitled to use the Card up to the actual account balance. If at the Point of Acceptance the operator of the given ATM machine and/or POS terminal specifies – within its scope of competence – separate (recipient) limits for Transactions made on the aforesaid instruments, (even for particular types of transactions), being lower than the above actual card limits approved by the Bank, the Card Holder will be entitled to use his/her card up to this lower (recipient) limit specified by the operator.

The Bank accepts no liability for Transactions rejected because of the above difference of the limits.

4.3. In case transaction slip is issued by the Point of Acceptance when using the card, these slips received shall be kept by the Card Holder in his/her own interest so that they can be used as evidence in case of complaints (including the slips confirming failed transactions as well as invoices certifying cash payment due to failed transactions). In case of Contactless transaction below the Limit for contactless transactions, the issuance of the transaction slip is optional, it is issued by the Point of Acceptance at the request of the Card Holder.

4.4. Cash withdrawal transactions from ATMs and cash deposits through ATMs are registered in an electronic

journal which confirms the completion of the transactions failing proof to the contrary.

- 4.5. When using the card in bank branches or post offices and making purchases at points of acceptance, the Card Holder may be required to present a personal identification document with a photo so that the identity of the person authorized to use the Bank Card may be ascertained and in order to ensure safety for the Card Holder. In case of further doubts such units are entitled to withhold the Bank Card.
- 4.6. The rights of the Partner Card Holder regarding the use of the card are the same as the respective rights of the Card Holder being the Account Owner. Any instructions for the modification of cash withdrawal, cash deposit, purchase limits, or internet purchase limit shall be accepted by the Bank from the person having a right of disposal over the bank account/credit card account underlying the Partner Card in writing, in person at a branch or through the Telefonbank according to section 4.1.; through UniCredit Mobile application, only the Account Owner has the right to modify the Limits for the Debit Cards that are linked to the bank account included in the application. Upon the Account Owner's request the Bank may cancel the Partner Card or modify usage limits, but the Account Owner is not entitled to limit the use of the Partner Card in any other respect. The Account Owner is not entitled to obtain the PIN code of the Partner Card Holder.
- 4.7. The Bank is entitled to limit the number and amount of Transactions to perform using the bank card as well as the number of failed attempts within a given calendar period, exceeding this number of failed attempts disables the usage of the Card for the given calendar period. Default and maximum limits regarding the amount and the number of Transactions allowed are defined in the List of Conditions.
- 4.8. The use of Bank Cards as well as the settlement of and raising objections against the Transactions shall be subject to the rules defined by the issuing Bank and the bank of the Point of Acceptance as well as by legislative provisions.
- 4.9. In case of ATM transactions the ATM will retain the bank card/credit card on security scores the fourth try time after three wrong PIN entries made on the same day. The wrong PIN entries are counted each day until 12 p.m., and if the card has not been retained, next day the counting will start again from zero. The Bank shall

accept no liability for any restriction applied by other banks accepting the Card.

- 4.10. For the execution of Bank Card operations via Telefonbank service, a signed Telefonbank agreement is required, except for permanent or temporary card blocking.

Description of authorized Bank Card Transactions

- 4.10.1. The rules of identification and authentication of usage options of the Bank Card shall be applied together with the definitions specified above.
- 4.11. **Types of authorized Bank Card Transactions:**
- 4.11.1. **Transactions conducted in an electronic environment, in the joint presence of a POS terminal or ATM and the Bank Card:** Option to purchase goods and services, cash payment and the possibility of Cash-back types of transactions at physical points of acceptance or in ATM machines where the logo of the given Bank Card is displayed; and the possibility of cash deposits with Debit Bank Cards and Credit Cards issued by the Bank through ATM machines which accept cash deposit (ATMs listed on the homepage of the Bank and also marked with sticker indicating that) with the conditions listed in Sections 4.15. and 4.16.
- 4.11.2. **in an electronic environment, in a manner different from what is specified in section 4.11.1 (e.g. ordering over the phone or in writing, online purchase) where the Transaction does not take place at the physical location of the purchase:** Payment for goods or services to points of acceptance bearing the logo of the given Bank Card, through the Internet or means of distance communication;
- 4.11.3. **bank card transaction conducted in a non-electronic environment;**
- 4.11.4. further potential transactions **conducted in another manner than using a bank card** specified in the List of Conditions and provided for in the Framework Agreement concluded with the Card Holder.
- 4.11.5. Bankcard transactions within Mobile Payment service.
- 4.12. The Card Holder acknowledges that the Bank charges fees and costs in accordance with the prevailing List of Conditions for the Bank Card service and the use of Bank Cards in accordance with point 5.15.

4.13. If a Partner Debit Card is used, the Bank shall debit the bank account(s) specified by the Account Owner with the amount of purchases and cash withdrawals, and in the case of cash deposits the Bank shall credit the deposited amount to the bank account specified by the Account Owner according to the conditions set forth in Section 4.15.2, without the express approval of the Account Owner. In case of Partner Credit Card, the Bank shall debit the Credit Card Account, and in the case of cash deposits the Bank shall credit the deposited amount to the Credit Card Account.. In case of Credit Card, the Account Owner is not entitled to specify any different bank account number to be debited/credited.

4.14. The Card Holder acknowledges that he/she may be required to pay other types of charges for the use of the Card (fees not charged by the Bank, e.g. those applicable at the point of sale) and that the Card may be rejected. In this case, before paying the Card Holder shall be informed by a clearly visible message about whether the given card type can be processed by the point of sale without any problems and/or whether any fee is charged when the card is used.

Cash-back service

4.14/A. At domestic merchant Points of Acceptance which offer Cash-back services linked to a Bank Card purchase Transaction, a Cash-back can be requested with UniCredit Retail Debit Cards together with a specified minimum amount Bank Card purchase Transaction permitted immediately on POS terminal (excluding off-line transactions excluded). In the case of purchase Transactions involving Cash-back the merchant is entitled to determine the minimum purchase amount, which cannot be less than the minimum amount specified in the current applicable Bank Card List of Conditions. For foreign Transactions, the Transaction amount, the maximum Cash-back amount and the minimum amount of the purchase Transaction is converted into a currency other than HUF based on the conversion method outlined in section 5.4.

4.14/A.1. The purchase and associated Cash-back Transaction are charged as a single amount to the Bank account, with the Cash-back amount being separately indicated within the Transaction details. The Transaction amount for purchase with Cash-back reduces the daily POS purchase limit. The purchase with Cash-back Transaction can also be performed as a contactless Transaction, but regardless of the amount, in all cases, it requires authorization by entering the PIN code.

4.14/A.2. The precondition for conducting a purchase Transaction with Cash-back is that the specific merchant, acting as the Point of Acceptance, provides this service.

Cash deposit through ATMs

4.15. General Conditions

4.15.1. The Bank provides cash deposit function on domestic ATM machines accepting cash deposits (ATMs listed on the homepage of the Bank and also marked with a sticker indicating that) to Card Holders with Debit Bank Cards or Credit Cards issued by the Bank. The list of ATMs accepting cash deposit is also available in the branches of the Bank.

4.15.2. Cash deposit with Debit Bank Card is only possible if at least one HUF account serves as coverage for the Debit Bank Card. No cash deposit can be made to blocked or closed bank accounts furthermore with expired Debit Bank Cards or Debit Bank Cards invalid for any other reason (temporarily blocked or temporarily suspended within the mBanking services). The deposited amount will be credited to the HUF account serving as coverage for the Debit Bank Card, according to the order defined by the Client.

Cash deposit with Credit Card is only possible, if an open Credit Card Account is connected to the Credit Card. No cash deposit can be made to blocked or closed Credit Card Accounts. In the event of cash deposit with Credit Card, the Bank does not examine the status (active, blocked, etc.) of the Credit Card.

ATMs accepting cash deposit accept only HUF bank notes, if other, foreign bank notes are placed into the ATM, the ATM machine returns the bank notes without examining their genuineness and negotiability. In the course of one Transaction, the Client may maximally place the number of bank notes into the ATM as indicated in the List of Conditions, however the number of bank notes which can be actually placed into the ATM may be restricted due to the actual free capacity of the ATM machine at the time of the Transaction.

4.15.3. The Card Holder is obliged to see to place bank notes into the ATM machine, which are ordered, not creased, not folded, not sticking together and are appropriate for deposit. The Card Holder shall undertake the obligation arising from the fact that the ATM returns the bank notes due to the Card

Holder failing to fulfil these obligations. The Card Holder shall accept liability for damages in the ATM machine caused by the Card Holder due to improper use.

4.15.4. In case of partial or total shutdown of the systems participating in the authorisation process no cash deposit Transaction can be made, the Transaction will be rejected.

4.15.5. If justified claims of the Bank arise against the Card Holder on the basis of a Transaction erroneously executed due to technical, communication problems appearing in the course of the Transaction, the Bank is on the basis of its right to set-off set forth in Section I.12.14. of the General Business Conditions entitled to debit the bank account and/or Credit Card Account of the Card Holder serving as coverage for the Debit Bank Card/Credit Card with the amount of the claim, without any specific instruction of the Account Holder.

4.16. Treatment of subjects not identified as HUF bank notes, respectively suspicious or not unequivocally genuine bank notes

4.16.1. When defining the above categories and categorising the bank notes the Bank is acting upon the provisions of the Decree No. 11/2011 (IX.6.) of the Hungarian National Bank, and the assignment of bank notes into the single categories takes place according to the criteria of the named decree.

4.16.2. Subjects not identified as HUF bank notes will be returned by the ATM machine to the Card Holder without further examining the genuineness and negotiability.

4.16.3. Suspicious bank notes will be retained by the ATM machine in all cases. Not unequivocally genuine HUF bank notes will be retained by the ATM or returned to the Card Holder. The ATM prints a slip about the retained bank note(s).

4.16.4. If a bank note is retained, the Bank identifies the Card Holder depositing the suspicious or not unequivocally genuine bank note(s), on the basis of the information stored in the ATM machine. The Bank analyses the bank note(s). The Bank makes a record on the examination in line with the regulations of the Hungarian National Bank. If as a result of the analysis the Bank judges the bank note(s) to be genuine, the Bank shall immediately after the fulfillment of the

analysis credit the countervalue of the bank notes (1) in case of cash deposit Transaction made by Debit Bank Card to the bank account serving as coverage for the Debit Bank Card with a retroactive value date to the execution date of the Transaction, (2) in case of cash deposit made by Credit Card to the Credit Card Account with the current value date.. The Bank shall inform the Card Holder about the result of the examination, in writing.

4.16.5. If as a result of the Bank's examination, the bank note(s) are held suspicious also by the Bank, the Bank shall forward them to the Hungarian National Bank within 20 working days as of the cash deposit into the ATM, together with the report on examination of genuineness and the above record. If the Hungarian National Bank deems the bank note(s) to be false or falsified, the bank note(s) will be retained by the Hungarian National Bank. The countervalue of these bank note(s) may not be claimed by the Card Holder, either from the Bank or the Hungarian National Bank.

4.16.6. If the Hungarian National Bank qualifies the bank notes to be genuine, the Bank credits the countervalue of the bank notes to the bank account serving as coverage for the Debit Bank Card, or to the Credit Card Account connected to the Credit Card, in the way as detailed in section 4.16.4., within 10 working days as of the receipt of the bank notes from the Hungarian National Bank.

4.16.7. The Bank shall inform the Card Holder in writing of the expert opinion of the Hungarian National Bank within 10 days as of its receipt.

Using the Credit Line amount with a Credit Card, in addition to the above cases:

4.17. The Credit Line may be accessed through the use of Credit Cards issued for the Credit Card Account and according to the provisions of Section 4.11.4.

4.18. Deleted provision

4.19. Concurrently with granting an approval for the execution of a Transaction, the Bank shall immediately decrease the available amount of Credit Line accessible in the Credit Card Account by the amount of the Transaction without verifying the legality thereof.

4.20. Transactions can only be made and loans can be disbursed for any other reason (to offset interest, fees, costs) with the Credit Card and the Business Credit

Card up to the Available Credit Line or the Credit Line associated with the Credit Card and the given Business Credit Card. If the Card is used in excess of the Credit Line, the Bank shall be entitled to charge a fee according to the prevailing List of Conditions, and the Account Owner (for Business Credit Cards) or the Main Card Holder (for Credit Cards) shall pay – in addition to making the minimum monthly repayment determined by the Bank – the total amount in excess of the Credit Line by the deadline specified by the Bank in the credit card transaction statement.

Authentication of the Transaction, approval and withdrawal of payment transactions

4.21. When a payment is made by card, the point of acceptance issues a slip with the data of the Card as well as the amount and date of purchase. In case of Contactless transaction below the Limit for contactless transactions the issuance of the transaction slip is optional, it is issued by the Point of Acceptance at the request of the Card Holder. The Card Holder is obliged to ascertain the accuracy of data appearing in the slip, especially with regard to the amount payable. The transaction slip issued by the point of acceptance shall be signed by the Card Holder in the same way as it figures on his/her card. One copy of the transaction slip shall be kept by the Card Holder. No complaints arising from the signature of a blank slip shall be considered by the Bank.

4.22. The rules of identification and authentication of usage options of the Bank Card shall be applied together with the definitions specified above.

4.23. Upon authentication of the Transaction, the transaction conducted using the bank card shall be considered approved, with the exceptions stated below.

4.24. Authentication of the transaction

4.24.1. **in an electronic environment, for Transactions made in the joint presence of a POS terminal or ATM and the Bank Card:** a verification and authentication process where identification of the Card Holder by the Bank and the POS terminal is done by entering individual electronic data assigned to the electronic means of payment. Authentication of the Transaction may take place in ATMs by entering the PIN code or in POS terminals – depending on the settings of the POS terminal at the point of acceptance – by the Card Holder signing the transaction slip or entering the PIN code or providing both the signature and

the PIN code at the same time. In case of Bank Card transactions executed on POS terminal (Card reader device) suitable for contactless function (by using the contactless function of the device), the Authentication of the Transaction may take place:

4.24.1.1. in case of Contactless transaction below the Limit for contactless transactions by placing the Contactless Card near the Card reader device and occasionally entering a PIN,

4.24.1.2. in case of Contactless transactions exceeding the Limit for contactless transactions by entering the PIN code.

In case of cash deposit Transaction through ATM machine the authentication of the Transaction is made in two steps. Identification takes place by entering the PIN code, subsequently the ATM is analysing the bank notes. The ATM displays on the screen the amount of the examined HUF bank notes, adjudged as genuine or suspicious. If the Card Holder accepts the summation made by the ATM, the Card Holder shall approve the Transaction. After that the Transaction can not be revoked. The ATM prints for the Card Holder a slip on the Transaction, which contains the deposited amount, the date and place of the deposit, and the last 4 characters of the card number, moreover in case of cash deposit with Debit Bank Card also the balance available after the Transaction.

4.24.2. **in an electronic environment, in a manner different from what is specified in the above section 4.24.1:** (e.g. ordering over the phone or in writing, online purchase) authentication is not done at the physical location of the purchase, and the transaction shall be completed according to the rules set out by the point of acceptance and the acceptor payment service provider having a contractual relationship with it. (The point of acceptance may contact the Bank through its own payment service provider for the purpose of requesting authorization. Depending on coverage, the Bank shall authorize the Transaction to be completed. At its discretion, the Bank may apply restrictions in accepting orders from certain points of acceptance.) Moreover, the usage of Internet Security Service described in section 2.40. is required in case of purchase transaction via Internet, provided that the Point of Acceptance uses the authentication method based on the Internet Security Service on its virtual platform and Internet Security Service is attached to the Credit/Debit/Charge card used for the transaction.

4.24.3. **for Transactions carried out with a bank card in a non-electronic environment** (using imprinter): identification may take place by requesting documents allowing personal identification while the authentication of the transaction is done by providing data of the Card and signing the paper-based receipt issued manually on the transaction.

4.24.4. in the event of further potential transactions **conducted in another manner than using a bank card** specified in the List of Conditions and provided for in the Framework Agreement concluded with the Card Holder, the authentication process is the same as the one described in the respective Terms and Conditions for the given banking transaction.

4.24.4/A. The Card Holder shall check the detailed description of the payment process, the general terms of the service provided in particular the conditions of cancelling the order. The Bank shall assume no liability for any damages arising from the Card Holder failing the above obligations.

4.24.4/B. in case authentication of Bankcard Transactions executed within the Mobile Payment Service the Digitalization of Bank Cards is authenticated as described in Section 4.48.3, and the Transactions are authenticated according to Section 4.50.5.

Withdrawal of payment order

4.25. The payment of products and services by a Card shall be considered authenticated by the Card Holder, meaning that the transaction may not be withdrawn, except the case where subsequent to the debiting of the Transaction it may be proven that the amount was not determined concurrently with the order/the payment transaction, and the amount of the payment transaction exceeded that amount that would have been reasonable in the circumstances, with respect to the given order and transaction.

4.26. It is not permitted to withdraw any payment orders where the method of calculation of the amount payable is known at the time the order is given, but the exact amount may not be determined in advance (e.g. payment of accommodation, car rental etc.), including payment orders where, upon giving the order, the Card Holder authorizes the acceptor of the Bank Card to charge him/her all subsequent costs. It is not permitted either to withdraw payment orders of point 2.29. and any payment order where the point of acceptance

informed the Card Holder that the service cannot be cancelled.

4.27. The refund of transactions specified above is only possible with the consent of the acceptor bank / point of sale accounting for the transaction.

Liability for payment transactions

4.28. The Bank accepts no liability for the goods and services purchased by card, nor for their quantitative and qualitative adequacy. The Bank declines any liability for any legal dispute arising between the Card Holder and the point of acceptance in relation to the purchase transaction. The Bank examines its liability for any requests for authorization, faulty transactions, cancelled transactions, credit entries etc. primarily following receipt of supporting documents sent by the credit institution having a contract with the point of acceptance, operating the cash desk or operating the ATM machine.

4.29. Any unlawful use of the Bank Card – including unlawful purchases of goods or services using the Card – is forbidden and may entail the cancellation of the Bank Card Agreement with immediate effect. Initiating any transaction (including transactions initiated at VPOS merchant or physical POS terminal) or disclosing the card number in order to receive credits in connection with gambling is not permitted in the case of business-purpose Debit and Charge Cards. According to Section 13/F of Act XXXIV. of 1991 on Gambling Operations, payment Transactions initiated with UniCredit Retail Bank Cards or Credit Cards or credit Transactions connected thereto submitted to the Bank for Authorization Process related to foreign internet payments made on merchant's website associated with online gambling will be automatically and immediately rejected without suspending or otherwise delaying the processing. If the online platform sends the Transaction with a Hungarian country code for authorization to the Bank, the Transaction can be accepted by the Bank for Authorization.

Rejection of the Card by the point of acceptance

4.30. The point of acceptance may refuse to accept the Card in the following cases:

4.30.1. the card is put on a black list;

4.30.2. the Card is not active any more (is blocked);

4.30.3. the Card has not been activated yet;

- 4.30.4. the Card has expired;
- 4.30.5. the Card has been visibly changed or damaged;
- 4.30.6. the Card Holder does not prove his/her identity by an identification document with photo when being called upon to do so;
- 4.30.7. in events of suspicion of abuse,
- 4.30.8. the client did not sign the card on the back side in the signature box.
- 4.30.9. if the Card has been banned from the IS service in line with 4.41., until the re-activation of the IS service.

Limitation of the acceptance of a card by the Bank

- 4.31. When there is a reasonable suspicion of fraudulent card use, to safeguard the interests of the Card Holder and minimize the losses of the Bank, the Bank shall be entitled to temporarily or definitively block or limit the use of the card until the circumstances of the event are investigated. Fraudulent card use shall mean for example any cash withdrawal made using the bank card by entering a correct PIN code, where the client has given no notification to the Bank after receiving an SMS message of the Bank Card transaction and did not want to recognize it as his/her transaction.
- 4.32. In the event that the balance of the account(s) serving as coverage for a Debit Bank Card is negative or the balance is lower than the amount of the Card membership fee specified in the actual List of Conditions at the time it is due, the Bank shall be entitled to temporarily block the Card and maintain it blocked as long as the balance of the said account is negative.
- 4.33. In the event of the blocking of a Card by the Bank in accordance with Sections 4.31 and 4.32, the Bank shall after the blocking – or prior to blocking in case of Credit Card issued to a consumer, but at latest after the blocking – immediately inform the Card Holder of such blocking as well as of the reasons thereof – in case of Credit Card issued to a consumer on paper or on other Durable medium, otherwise – over the phone, via SMS, or in writing.
- 4.33/A. Suspending the Bank Card and release of the suspension in the mBanking service.
- 4.33/A.1. The Retail Debit Card can be temporarily suspended via the mBanking service of the UniCredit mBanking mobile application's, and such suspension can be immediately released at any later time. Only

the person who has activated the application as an account holder is authorized to suspend the Card, and only for the Cards associated with the bank account included in the application. Card replacement does not occur during the Card suspension. The suspension of the Bank Card can also be released through the Telefonbank service. In such cases, the Bank performs the release of the suspension after successful identification by the Telefonbank Cardholder using the Telefonbank PIN code provided through the Telefonbank automated system.

- 4.33/A.2. After the suspension, the Bank shall not execute any payment Transactions based on the payment order given with the Bank Card, except for Transactions properly initiated and successfully executed prior to the suspension, or Off-line transactions and Stand-in transactions that occur after the suspension, which the Bank automatically performs (settles) debiting or crediting the Bank Account associated with the Bank Card. Therefore, the temporary suspension of the Bank Card does not prevent Transactions of which the Cardholder has given authorization (approval) prior to the suspension, including the processing of recurring transactions. When suspending the Bank Card within the mBanking service, all associated active Digital Bank Cards are simultaneously suspended. When the suspension of the Bank Card is released, all previously suspended Digital Bank Cards will be reactivated.
- 4.33/A.3. The temporary suspension of the Bank Card is not equivalent with the blocking of the card. Should the Card get out of the Card Holder's possession, be lost, stolen or used in an unauthorized or unapproved manner, the Bank must be notified immediately via Telefonbank or in person at any bank branch according to section 5.36. The Bank shall not be held responsible for any unwanted charges related to Transactions detailed in point 4.354.2, (including Offline, Stand-in, and recurring transactions initiated before the suspension) initiated with Bank Cards suspended by the Card Holder via mBanking service.
- 4.33/A.4. The continuous extension of the validity period of the temporarily suspended Bank Card starts automatically upon expiration (except as described in sections 3.41. and 3.42), and the annual Card membership fee will also be charged.

4.33/A.5. The temporary suspension of the Bank Card will be available according to the provisions stated in the current Debit Card List of Conditions List.

Internet Security (IS) service:

4.34. Cards applied from 15th January 2018 are issued automatically with IS service activated. In every other case IS service will be activated by the Bank with the conditions and scheduling contained in the relevant list of conditions. Should the activation of the IS service not yet been initiated by the Bank according to the above, than the service can be activated also by the Card Holder. In case of retail Account owner, IS service can be activated by the Card Holder independently related his/her own card (with prior notification of the Account owner), and by the Account owner, together with the Card Holder. In case of business organisation Account owner, IS service can be activated by the Card Holder independently related his/her own card (with prior notification and acceptance of the Account owner), and by the Account owner (or other person authorized to dispose of the bank account) independently (with prior notification and/or acceptance the Card Holder). The terms of use of the Internet Security Service are set forth in Section 2.40.

4.35. The activation of the IS service can be initiated by the persons defined in section 4.34. in branch, personally, via Telebank, and in case of business organisation Account owner by duly signed and scanned document sent via e-mail.

4.36. Activation in branch

4.36.1. IS service can be activated in any branch. The activation requires the personal attendance of those person(s) who are entitled to activate the IS service related to the given Card. The identification number of the card to be registered for the IS service and the Notification number must be indicated during the activation.

4.36.2. After activating in branch, Bank provides IS service on the next banking day at the latest.

4.37. Activation via Telefonbank

4.37.1. IS service can also be activated via Telefonbank. In this case, the precondition of the activation is that the person(s) entitled to activate the service related to the given Card should be identified properly (via the Telephone Banking system). The identification

number of the card to be registered for the IS service must be indicated during the activation in the cases described in 2.40.1.b). Telephone number stored as basic data of the Card Holder will be used automatically as Notification number. Setting another Notification number, or replacing missing Notification number is only possible after being identified by Telebank user identifier.

4.37.2. After the conversation regarding to the activation in the Telefonbank system that records all required data, the Bank provides IS service on the next banking day at the latest.

4.38. Persons using IS service shall be obliged to keep Internet Security Code, and Telephone Banking PIN confidential. Bank shall be notified immediately, if any unauthorized person – including the employee of the Bank – becomes aware of Internet Security Code. Bank shall not be held responsible for any Internet Security Code transferred by SMS to the Notification number comes to the knowledge of any unauthorized third person(s) for any reason(s) which is (are) out of the Bank's sphere of interest.

4.39. Operation of IS service: if a Card Holder uses his/her Card registered for the service for a purchase transaction via Internet and during the card acceptance the Point of Acceptance uses the authentication method based on the IS service on its virtual platform (Virtual POS terminal), then the purchase transaction via Internet can only be performed if – after entering card data – the Card Holder authenticate the transaction using either the UniCredit Mobile application / mToken or the Telephone Banking PIN and Internet Security Code sent to the Notification number together by entering the code as defined in point 2.40.1.

4.40. Internet Security Code already sent to the Notification number has to be used without delay for the purchase transaction; ISC is valid for at least 5 minutes and will be deleted (invalidated) following the lapse of banking security processes.

4.41. Card will be automatically banned from IS in the following cases:

a) When using the authentication procedure based on the use of the Internet Security Code sent via SMS, incorrect Internet Security Code and/or Telephone Banking PIN was entered five times in succession.

- b) The authentication of orders failed 5 consecutive times in case of authentication based on the use of UniCredit Mobile / mToken application. In this case, the UniCredit Mobile / mToken application will also be blocked according to in Section 5.4.1. of Part II. of the General Terms and Conditions.
- 4.41.1. As a result of the ban (until the IS Service is reinstated), the Card may not be used to make an online purchase transaction at an Acceptor that uses the Internet Security Service authentication procedure to accept the card on its virtual payment interface. To restore the IS service, the Cardholder shall:
- act according to section 4.37. in case of the ban according to section 4.41.a.
 - act according to section 4.37. of the present Bank Card Terms and Conditions and according to section 3.3.2. and 5.4.1. of Part II. General Terms and Conditions in case of using the authentication procedure based on the use of UniCredit Mobile / mToken application. Careful and proper use of the service will prevent the ban and therefore the Bank shall not be liable for any damage resulting from the bank.
- 4.42. The Cardholder shall immediately notify the Bank of any change in the Notification Telephone Number, and, if the authentication procedure is based on the UniCredit Mobile / mToken application, the Cardholder is obliged to ensure that the application's settings allow the push message to be received. The Bank shall not be liable for any damage resulting from failure to fulfill these obligations.
- 4.43. Card Holder is obliged to use the IS service whenever he or she initiates a purchase transaction via Internet with his/her card registered for IS service at a Point of Acceptance that uses the authentication method based on the IS service on the virtual platform (Virtual POS Terminal).
- 4.44. In the case of card replacement or card renewal, the new Card will take over the previous Card IS service settings. In case of activation of the renewed Card using the PIN code (if the activation takes place until 23:50 of a given day), the IS service for the renewed Card is available no later than 14:00 on the next business day following the activation of the Card; Until the IS service becomes available, purchase transactions via Internet may not be possible with the renewed Card.
- 4.45. The Bank is entitled to suspend the IS service, preferably with prior notice to Customers, if this is required for maintenance or security reasons.
- 4.46. The Bank has the right to terminate the IS service in compliance with the rules governing unilateral contract modification if the International Card Organisations do not provide the necessary background for the operation of the IS service.
- 4.47. The cancellation/termination of the IS service is not possible.
- Mobile Payment Service**
- 4.48. Adding a Bankcard to Apple and Google Pay Mobile payment service**
- 4.48.1. The Cardholder is allowed to digitalize a Bankcard for Apple Pay and Google Pay Mobile payment service which is eligible for Digitalization. Digitalization is possible on a Mobile Device with iOS operating system through Apple Pay Mobile Wallet service or on a Mobile Device with Android operating system through Google Pay Mobile Wallet service, and for retail Cardholders on Mobile Devices with iOS or Android operating systems via UniCredit mBanking service. The technical terms and conditions of the Digitalisation via UniCredit mBanking service and the version number of its availability are set out in the UniCredit mBanking service Customer Information, which is an integral annex to the prevailing General Business Conditions.
In case of Mobile Devices with iOS operating system, the prerequisite for Digitalization and Mobile Payments via UniCredit mBanking service is the Mobile Wallet installed on the Mobile Device and operated by Apple Inc.
- 4.48.2. In case of Apple Pay Mobile Wallet service the Cardholder can digitalize the same Bank Card to a maximum of 10 Mobile Devices simultaneously.
- 4.48.3. During Digitalization the Cardholder opens the Mobile Wallet operated by Apple Inc. in case of iOS operating system or the Mobile Wallet operated by Google LLC in case of Android operating system on the Mobile Device, or retail Cardholder with either an iOS or Android Mobile Device, opens the UniCredit mBanking service, where it is possible to digitalize the Bankcards (which are authorized to be digitalized by the Bank). The Cardholder must provide the details of the Bankcard during the Digitalization through the

Mobile Wallet operated by Apple Inc. or Google LLC (name on the Bankcard, Bankcard number, expiry date, Verification Code). If Apple Pay/Google Pay allows it, it is possible to enter the Bankcard data with the built-in camera of the Mobile Device, using a photo taken by Apple Pay/Google Pay application, but in this case the Verification Code still must be entered for successful registration. Thereafter, the Bank may request the Cardholder to authenticate the Digitalization request. The authentication is performed by entering a unique 6-digit number sequence sent via SMS to the notification phone number registered into the Internet Security Service. In case of Digitalization via UniCredit mBanking service, the Cardholder is not required to provide the Bank Card details.

- 4.48.4. An already commenced Digitalization process must be completed in 30 (thirty) days. Shall the authentication not take place during this period, the already begun but not completed Digitalization will be automatically deleted, and the Cardholder must start it again.
- 4.48.5. If the Cardholder enters the Bankcard details incorrectly 5 consecutive times within 24 hours (card number, expiry date or Verification Code) during Digitalization the request of Digitalization for any Mobile payment service will be rejected until the Cardholder completes a successful Transaction with PIN code authentication.
- 4.48.6. If the sequence of numbers sent via SMS to authenticate Digitalization is entered incorrectly three times, the Digitalization will be cancelled, and the Cardholder must start it again.
- 4.48.7. If the Bank suspects any card fraud based on the data received during the Digitalization process, it may refuse to digitalize the Bankcard or initiate an authentication request of the Cardholder via Telephone Banking service, even though the Cardholder has a notification phone number registered for Internet Security Service related to the Bankcard being the subject of the Digitalization.
- 4.48.8. The Digital Bankcard will be displayed with the card image specified by the Bank..
- 4.48.9. The Mobile Device on which the Cardholder performs the successful Digitalization becomes eligible for Mobile Payments after the Digitalization. The Digital Bankcard can be used immediately after completing
- the successful Digitalization. Digitalization does not affect the use and usability of the Bankcard, so henceforth the Digital Bankcard and the physical Bankcard can also be used for payment transactions.
- 4.49. Validity of the Digital Bankcard**
- 4.49.1. The validity period of the Digital Bankcard is three years from the date of Digitalization and can be used until the last day of the given month of expiration year until 24:00. In case of renewal or replacement of a Bankcard, the expiration date of the Digital Bankcard will be automatically updated by the transfer of the data of the renewed / replaced physical Bankcard by the Bank to the card company.
- 4.49.2. In case the Bankcard is closed, all active connected Digital Bankcards will be suspended. If the Bankcard is reactivated, all Digital Bankcards suspended at the time of closing will be reactivated.
- 4.49.3. If a Bankcard is replaced after its closing or blocking, the Digital Bankcards, which were connected to the Bankcard and suspended at the time of closing or blocking, will be automatically connected to the activated Bankcard when the replacement Card is activated, the activation will take place with the data transfer according to Section 4.49.1. The automatic connection and activation of the Digital Bankcards takes place immediately, at the moment of activating the Bankcard, in case of Debit Bankcards, and no later than at 06:00 in the morning of the next working day in case of Credit Cards.
- 4.49.4. If a Debit Bankcard is not replaced within 10 calendar days after closing or blocking, all suspended Digital Bankcards connected to the Bankcard will be permanently deleted. If the replacement card is not activated within 30 calendar days after the closing or blocking of a Credit Card, the Digital Bankcards suspended at the time of closing or blocking will be deleted, and the Bankcard must be Digitalized again.
- 4.49.5. The Cardholder has the opportunity to remove the Digital Bankcard from the Mobile Device, thereafter no Digital Bankcard transactions will be possible to be executed with the help of the Mobile Device. Removing the Digital Bankcard from the Mobile Device does not prevent transactions which the Cardholder has authorized prior to the removing, including the processing of recurring transactions.

4.50. Mobile Payment with Apple Pay and Google Pay

- 4.50.1. The usage of the Digital Bankcard is covered by the balance of the Bank Account in case of Bank cards, or in the case of a Credit Card, the balance of the Credit Card Account.
- 4.50.2. Only the Cardholder is entitled to use the Digital Bankcard.
- 4.50.3. Payments made with the Bankcard and with the connected – even if digitalized into various Mobile Payment services – Digital Bankcards are taken into account or limited aggregately. Changing the limit and status of the Bankcard affects the limit and status of the Digital Bankcard. The parameters of the Digital Bankcard cannot be changed independently of the Digitized Bankcard.
- 4.50.4. The Bank shall not be liable for any damages occurred with a transaction that fails due to the Digital nature of the Bankcard, due to the POS terminal or its settings independent of the Bank.
- 4.50.5. All Mobile Payment transactions must be authorized. In case of Apple Pay transactions are authorized using the authentication method available and selected on the Mobile Device (such as the password set on the Mobile Device, the Mobile Device PIN, biometric identification such as fingerprint or face recognition), after placing the device to the NFC reader of the POS terminal or ATM device for Contactless payment. In case of Google Pay for successful transactions the Mobile Device has to be unlocked with the authentication method set on the device.
- 4.50.6. When using the Mobile Payment service, the rules for the usage of Digital Bankcard and the related liability are the same as the rules for the normal Bankcard according to Point 5. of the present Bank Card Terms and Conditions, and for the Mobile Device according to Section II. Chapter 1.3 Liability, security of the General Terms and Conditions.
- 4.50.7. The Bank is entitled to unilaterally change the process of executing payment transactions with a Digital Bankcard at any time, taking into account the regulations on unilateral changes.

4.51. Blocking of a Digital Bankcard

- 4.51.1. At the blocking of a Bankcard all active connected Digital Bankcards – whether they belong to the

same of different Mobile Payment services – will be suspended.

- 4.51.2. A Digital Bankcard can be blocked via Telephone Banking service, in which case the Digital Bankcard will be deleted and can no longer be used or reactivated, but this will not affect the usage of the Bankcard or any additional Digital Bankcards.
- 4.51.3. The rules for blocking, losing or stealing the Digital Bankcard or the Mobile Device on which the Digital Bankcard has been Digitalized are the same as the rules and liability for blocking, losing or stealing the Bankcard.
- 4.51.4. For the security of the Digital Bankcard, the Bank is entitled to prohibit or restrict the Digital Bankcard in case of suspicion or possibility of unauthorized or fraudulent use of the Digital Bankcard or the Bankcard.

5. Settlement and payment

Coverage of cards

- 5.1. **For Debit and Charge Cards**, the Client has the opportunity to link more than one account (HUF and/ or FX) to the Card as coverage, however in case of cash deposit through ATMs, Section 4.15.2. is governing. **For Credit Cards**, coverage of the card shall be the amount of the pre-determined credit line. The amount of authorized transactions shall be blocked by the Bank in the Account Owner's bank account(s) or in case of Credit Card in the credit card account until debiting takes place, by using the exchange rate specified in Section I/3.3 of the Annex. The Bank shall debit the Account Owner's bank account(s) or in case of Credit Card the Credit Card Account with the amount of incoming debits.

Where a payment transaction is initiated by or through the payee in the context of a card-based payment transaction and the exact amount is not known by the Client as paying party at the moment when giving its consent to execute the payment transaction, the Bank may block funds on the Client's payment account only if the Client has given consent to the exact amount of the funds to be blocked. The Bank shall release the blocked funds without undue delay after receipt of the information about the exact amount of the payment transaction and at the latest immediately after receipt of the payment order.

5.2. The Bank is entitled to automatically debit the Account Owner's bank account with the amount of the incoming bank card transactions without examining if these are justified.

If the debited amount of bank card transactions, or any other fees, costs, commissions in accordance with the prevailing List of Conditions related to the transactions or the bank cards exceed the amount available in the Account Owner's bank account at the time of the entry, the Account Owner shall be required to pay the arrears to the account immediately. If the Account Owner delays any of his/her payment obligations – in case of consumer more than 60 days – and fails to pay the arrears to the account within reasonable deadline specified by the Bank in its payment notice, the Bank shall be entitled to settle its claim from the amount blocked as surety deposit, or if there is no surety deposit, or the extent of the claim exceeds the deposited amount, to cancel the card agreement with immediate effect, and assert its claims in court proceedings.

The amount of Money send transaction initiated in connection with the Bank Card and received and authorized by the Bank shall be placed into Positive blocking after its authorization, increasing the available balance of the account, and this way making it immediately available for the Card Holder and the Account Owner, with the condition, that the booked account balance will be increased with the transaction amount only after its settlement (Value Date). The Card Holder and the Account Owner acknowledges, that in case of a debit transaction approved by them against the available balance of the account increased with the Positive blocked but not yet settled amount of the Money send transaction, if the Value Date of the debit transaction's settlement precedes the Money send transaction's Value Date, then the booked account balance connected to the debit card may be negative until the Money send transaction's settlement, while in case of Credit Card the booked debt may exceed the amount of the Credit Limit. Regarding bank accounts connected to debit card the Bank is entitled to charge interest – defined in the prevailing deposit announcement - due to the debt arising from the negative account balance outstanding until the settlement of the Money send transaction, while in case of Credit Limit overdraft the Bank is entitled to charge the fee included in the prevailing List of Conditions. In the above case, the Bank will immediately credit the debited interest or fee to the Customer's credit card account after its detection by the Bank or notification by the Customer.

Settlement of domestic and foreign payment orders

5.3. The settlement of domestic transactions is made in HUF.

5.4. If the card is used abroad, the Card Organization shall apply the currencies listed in the annex. If the amount of the payment transaction is not one of the settlement currencies listed in section I/3.1 of the Annex, the Card Organization executing the settlement shall convert the amount into the settlement currency (USD or EUR) using the reference exchange rate applicable on the date of settlement with the Bank. If the currency of the payment order received by the Bank for settlement and the currencies of the accounts to be debited/credited differ (except for cases described in section I/3.2 .of the Annex), conversion shall be made at the exchange rates applied by the Bank at the time of processing.

5.5. The amount of payment transactions received from outside the Bank (through terminals not operated by the Bank, or points of acceptance not having a contract with the Bank) shall be debited to the Account Owner's bank account or credit card account on the date of the incoming settlement, by applying the date of settlement as value date.

5.6. In the case of a cash withdrawal from an ATM operated by the Bank, using a debit/charge/credit card debiting/crediting shall be made on the first bank business day – as Value Date – following the date of the transaction. Sections 5.8. and 5.9. contain the process of cash deposit through ATMs.

5.7. In case of cash deposit with Debit Bank Card through ATMs operated by the Bank, the Bank places the deposited amount into Positive blocking immediately after the verification of the Transaction according to Section 4.24.1, and credits the amount to the given bank account at the time defined in the Performance Order.

5.8. In case of cash deposit with Credit Card through ATMs operated by the Bank, the Bank credits the amount to the given Credit Card Account at the time defined in the Performance Order, and in accordance with section 5.26.

5.9. The amount of payment transactions conducted on POS terminals operated by the Bank – both for debit and credit cards – shall be debited/credited on the first bank business day following the date of transaction, with the same date as value date.

5.10. The date of debiting/crediting and the date considered for the calculation of interests (value date) shall be the

same, so the amount of transactions shall yield interest to a specified extent until the debit date in the account.

- 5.11. The Bank shall accept no liability for any difference (potential exchange loss) arising due to the reasons described in section I/3 of the annex of these Bank Card Terms and Conditions.
- 5.12. The conversion of transaction fees charged for FX payment transactions shall be the same as the conversion of payment transactions.

Costs, interests, fees, commissions and limits

- 5.13. Upon issuance of the Card, the Bank may charge an issuer's/card membership fee, the amounts and the due dates of them are set out in the List of Conditions. The Bank shall charge the issuer's fee/card membership fee on the due date to the Account Owner's account (credit card account). In case of Debit Card, if there is more than one account linked to the Card, then in terms of Card issuer and membership fees, the principal account's card conditions are applicable. Other fees and commissions in connection with the use of the Card shall be charged upon settlement of card transactions, following the use of services or on the due date thereof.
- 5.14. The list and amounts of fixed costs, interests, fees, commissions and transaction costs to be charged in relation to the card service and the use thereof, as well as the maximum value of cash withdrawal, cash deposit, purchase limits, and internet purchase limits are contained in the prevailing List of Conditions published by the Bank. The Card Holder, as a paying party shall only bear the fees, costs and other payment obligations for using the Bank Card, if the Card Holder received information about those total amount before making the payment order.

Fees, costs and commissions related to the Credit Card Account

- 5.15. The Bank shall charge the Credit Card Account with the fees, costs, interests and commissions set out in the List of Conditions upon issuance of the Credit Card, upon settlement of each Transaction, following the use or due date of services, or in the manner specified in the Credit Line Agreement with Credit Card. If the due date of fees and interests falls on a public holiday or Bank Holiday, then the due date shall be the last Bank Business Day preceding the public holiday or Bank Holiday.

- 5.16. The Bank shall charge costs incurred in HUF or foreign currency in forints. For the conversion of FX transactions and costs into forints the corporate FX selling rates applicable at the time of debiting shall be applied, which are published in the Bank's branches and on its website.
- 5.17. The Bank is entitled to immediately charge the Main Card Holder or the Account Owner any potential increase in costs or commissions arising from the modification of regulations of international card companies, to the extent permitted by law.

Interests for Credit Card Accounts

- 5.18. **The Bank pays no deposit interest on the amount kept on the Credit Card Account to the Main Card Holder or the Account Owner.**
- 5.19. **Charging credit interest on the used amount of the credit line**
- 5.19.1. For the used amount of Credit Line, the Bank shall charge credit interest with daily calculation of interests on the last day of the Settlement Period as follows:
- 5.19.1.1. **for cash withdrawal transaction:** for the total amount of the Transaction, from the accounting date of the Transaction until the accounting date of payment of the total amount of the Transaction. In case of partial repayment, the outstanding amount of the Transaction shall continue to be charged with interests until it is fully repaid.
- 5.19.1.2. **in case of purchase transaction:** for transactions completed during the accounting period, the Bank shall charge no credit interest if the total debt arising from the use of the credit card is settled by the payment deadline. Should any (partial) debt remain unpaid, the Bank shall charge credit interest in the given period, from the accounting date of all purchase transactions until the accounting date of payments made as a partial or full settlement of the given transaction.
- 5.19.1.3. **for fees and commissions:** the method of calculating credit interest is the same as for the calculation of credit interest for purchase Transactions.

5.19.1.4. in a given settlement period, the calculation of credit interest takes place until the last working day of the Settlement Period.

5.19.2. The interest defined above shall be debited as of the last day of the Settlement Period – or on the last day of the next Settlement Period in case of loans affected with Interest-free Period – using the applicable interest rates as per the prevailing List of Conditions, according to the following formula:

$$\frac{\text{Transaction amount} \times \text{number of days accounted for} \times (\text{Monthly interest in the list of conditions} \times 12 / 100)}{360}$$

5.20. Annual Percentage Rate (hereinafter: APR)

5.20.1. The APR shall be calculated in accordance with the provisions of the Government Decree 83/2010 (III.25.) (hereinafter: Decree) with the conditions specified by the Decree APR calculation for credit cards. APR is the proportion of the overall fee of the credit to the total credit amount, expressed as an annual percentage rate. With respect to Credit Cards, the total fee of the credit includes all fees paid by the Client in connection with the Credit Card Agreement for all services – to be taken into consideration in the calculation of the APR as set out by the Decree – known to the creditor. (The following may not be considered in the calculation of the APR: prolongation costs; default interest; any other payment obligation arising from the non-performance of liabilities undertaken in the Credit Card Agreement; insurance premiums and guarantee fees; transfer fees). The starting APR of a given transaction is contained in the Credit Card Agreement while the current APR is specified in the Bank's prevailing List of Conditions for Private Individuals.

5.20.2. The APR does not reflect interest risks inherent in the loan(s) provided from the Credit Line.

5.20.3. **The APR is set considering the actual conditions and legislative provisions applicable on the date of concluding the Credit Card Agreement, and is subject to change if the said conditions are modified.**

Payment to the Credit Card Account, default in payment by the Main Card Holder or the Account Owner

5.21. Payment to the Credit Card account is made primarily by bank transfer, in cash at any branch of the Bank, in cash at the Bank's ATMs suitable for cash deposits, or by transfer from a Payment account maintained

at the Bank, as well as by receiving a money transfer transaction, as well by automatic collection from a HUF current account maintained at the Bank with the same customer number as the credit card account. The Bank also accepts payments arriving to the Credit Card account in any other ways. The amounts of payments and transfers made to the credit card account are settled in the following order:

- 1) transaction interest,
- 2) fees and commissions,
- 3) amount of cash withdrawal transactions (in the order of accounting dates),
- 4) amount of purchase transactions (in the order of accounting dates).

5.22. Payments of the Account Owner or the Main Card Holder shall only be considered legitimate if made to the Credit Card Account. Should he/she assign another account maintained with the Bank to perform any bank transfer, transfer between accounts or cash deposit, the amount of such transfers/deposits shall not be considered a fulfilment with respect to the Credit Line Agreement with Credit Card.

5.23. The Bank shall use credit entries in the Credit Card Account for the replenishment of the Credit Line; following their crediting to the Credit Card Account, they shall increase the amount usable by the Credit Card to the extent of the credited amount if they exceed the amount of payment orders to complete on the given day.

5.24. Any amount overpaid in the credit card account may be used again with the Credit Card.

5.25. The value date of cash deposits at cash desk of a branch / cash deposit through the Bank's ATM / HUF transfers from bank accounts held in the Bank or in different bank which were received in foreign currency or initiated from a foreign currency account to the benefit of the Credit Card Account is the date of receipt if received by 6.30 p.m., otherwise it is the next bank business day. The value date of transfers between bank accounts held in different banks or between bank accounts held within the bank which were initiated from a HUF currency account to the benefit of the Credit Card Account is the date of receipt, except for the day of the settlement period for the given Credit Card Account for which the value date of transfers between bank accounts held in different banks or between bank accounts held within the bank is the date of receipt if received by 6.30 p.m., in any other cases the next bankworking day. Access

to the given value day's deposits and credits by credit card is the same day (7:00 p.m.), except for cash deposit transactions at ATMs, which are accessed immediately.

- 5.26. The Account Owner or Main Card Holder is in default if he/she fails to perform his/her payment obligations, or at least his/her minimum monthly repayment obligation between the first and the last day of the Grace Period. In this case, the Bank shall be entitled to charge default interest as specified in the prevailing List of Conditions.
- 5.27. The starting date of default period is the calendar day following the last day of the Grace Period.

The Bank's right to unilateral amendment of contract

- 5.28. The Bank has the right to unilaterally modify the financial conditions and any other conditions of the contract as specified in the points below.
- 5.29. For the unilateral modification of the payment service related elements of the Credit Card Agreement/Credit Card Credit Framework Agreement - as the Framework Agreement defined in the General Terms and Conditions - as well as the Bank Card Agreement by the Bank, the provisions specified in the section "Amendment of the Framework Agreement" of the General Terms and Conditions shall govern, in the case of retail customers supplemented by the special provisions of chapter II. of the General Business Conditions for Private Customers.
- 5.30. The unilateral amendment of the lending-related elements of the Credit Card Agreement/Credit Card Credit Framework Agreement – depending on the Business Credit Card or Private Credit Card – by the Bank shall be governed by the business credit card agreement or the rules on unilateral amendment of the General Business Conditions for Private Customers.
- 5.31. This chapter does not apply to the modification of the reference exchange rate and the reference interest rate.
- 5.32. Deleted provision
- 5.33. The Bank reserves the right to unilaterally amend the Terms and Conditions and the List of Conditions whenever a new service is launched.
- 5.34. Should any provision or part of a provision of any contract concluded between the Bank and the Client become invalid or unenforceable, this shall not affect the validity of the remainder of the contract. In such cases, the Bank and the Client shall replace the invalid or unenforceable provision with a valid or enforceable provision that is as close as possible in terms of business content and purpose to the provision being replaced.
- Due care, liability card abuse**
- Card usage in line with the contract, notification on the loss or theft of the Card, blocking of the Card**
- 5.35. The Card Holder is required to use the Card as stipulated in the Bank Card Agreement and these Terms and Conditions, and to display diligent conduct which can be generally expected in the circumstances as regards the safe keeping of the Bank Card and the personalized security credentials necessary to use the Card (e.g. PIN code, Internet Security Code, Telephone Banking PIN). The Card Holder is required to keep the card at a secure place. The conditions of using the Bank Card shall be objective, non-discriminatory and proportionate in relation to the Client.
- 5.36. Should the Card get out of the Card Holder's possession, be lost, stolen or used in an unauthorized or unapproved manner, this shall immediately be reported to the Bank through the Telefonbank or in person in any of the branches. This report shall be made at any time without charging any fees, costs or other payment obligations. If due to any wilful misconduct or serious negligence, the Card Holder does not make every effort to immediately block the card, the Bank – considering the provisions of section 5.52 – shall decline any liability regarding any damages occurred prior to the case being reported. When reporting such a case, the number of the Bank Card / Credit Card concerned shall be specified, or in lack of this number, the type of the Card, the Card Holder's name (as it appears on the card) and personal data (date of birth, mother's maiden name) shall be provided. The Bank disclaims any liability under Section 2.39. e) in case of a complaint initiated in connection with a transaction not authenticated by the Bank.
- 5.37. When blocking the Bank Card, with respect to assuming costs and risks, the local time in Hungary shall be considered the effective time of blocking, unless provided for otherwise.
- 5.38. Following notification that the Bank Card or Credit Card got out of the Card Holder's possession, was lost, stolen or used in an unauthorized or unapproved manner, the Bank shall block the cards reported from being used. In case of a notification made by third person (other than the Card Holder) the Bank attempts to contact the Card Holder over the phone immediately following

blocking, in order to confirm that blocking. In the event the Card Holder confirms the blocking, or the contact fails, the blocking remains effective. Following the blocking described above, the Bank shall not execute any payment transaction based on any payment order submitted using the Bank Card, Credit Card or Business Credit Card, except successfully completed transactions which are properly initiated prior to blocking, and Off-line or Stand in Transactions, or cash deposit to the Credit Card Account, which are initiated following blocking and are automatically executed (accounted for) against or to the benefit of the account underlying the Bank Card, Credit Card or Business Credit Card (Credit Card Account). In case of Off-line and Stand in Transaction the Bank bears no responsibility for costs and damages arising from the transactions which are proved to have been initiated by the Card Holder. Blocking is final and irrevocable, meaning that the Card may not be used any more. The temporary suspension of the Bank Card in the mBanking service is not equivalent with blocking the card.

- 5.39. With respect to those complaints where card abuse may be suspected, in order to investigate the complaint the Bank may request the Card Holder to submit the documentation regarding denunciation at the Police, provided that the Client has made such denunciation.
- 5.40. Once the card has been blocked – including those cases when the blocking has been initiated by the Bank – the Card Holder shall not be able to use it, and if the card has accidentally turned up or been found, it shall be returned to the Bank or destroyed.
- 5.41. In case of overdraft, and also if the Main Card Holder or the Account Owner fails to perform his/her payment obligations by the payment deadline specified in the Credit Card Transaction Statement or by the end of the Grace Period, or fails to perform at least his/her Minimum Repayment Obligations, and finally, if the risk of inability of the Main Card Holder or Account Owner (as paying party) to perform his/her payment obligations toward the Bank increases significantly, the Bank shall be entitled to unilaterally block the Credit Card from being used temporarily or definitively – based on its decision made within its scope of competence – until the debt is settled, by notifying the Account Owner or the Main Card Holder of this fact at the same time. Should a Bank Card be blocked, the Bank shall after the blocking – in case of Credit Card issued for a consumer before, but at latest after the blocking – immediately inform the Card Holder of blocking as well as of the reasons thereof – in case of Credit Card issued for

a consumer on paper or on other Durable medium, otherwise – over the phone or in writing.

The Bank's liability, obligations to provide compensation, correction

- 5.42. If the Bank performs any payment transaction which is not approved (not authenticated) and should not legally be executed due to the absence of approval, the Bank shall immediately reimburse the Account Owner or Card Holder as paying party the amount of the payment transaction, restore the situation of the bank account as it was before debiting, and shall pay damages to the paying party. Regarding the transactions already corrected, the Bank may exercise its right of set-off regarding any financial assets of the Account Owner or Card Holder placed with the Bank;
- 5.43. If the Card Holder does not base his/her claim for compensation on the provisions of sections 7.14 to 7.17 of these Terms and Conditions (reimbursement), the Bank shall inform the Account Owner or Card Holder in writing without 15 working days of the result of investigation of the complaint as well as of the actions taken on this basis, or if the process requires more time, it shall provide information on its expected time as well as on its own opinion taking into account the rules of the General Business Conditions on complaint management.
- 5.44. In the event of any groundless complaint, in case of non-consumer Clients, the Bank shall be entitled to charge any costs incurred in connection with investigating the complaint to the Account Owner or Card Holder.
- 5.45. The Bank shall not be liable for the consequences of blocking, in consideration of section 4.31. not even if the request for blocking or the notification was not sent by the Card Holder.
- 5.46. If the damages do not occur due to the Card Holder's wilful misconduct or serious negligence, the Card Holder shall bear the damages occurred prior to the date of notification up to a maximum of HUF 15,000. The Card Holder shall not bear the aforementioned liability, if
- a) the theft, or misappropriation of the Card, or that the Card got out from the Card Holder's possession was not detectable to the Card Owner prior to the payment,
 - b) the damage was caused by acts or lack of action of an employee, payment service agent or branch of

- the Bank or of an entity to which its activities were outsourced,
- c) the Bank does not require strong customer authentication,
 - d) the damage was caused by a personalized procedure that qualifies as payment instrument, by using an information technology or telecommunication device or if the payment instrument was used without its personalized security credentials – such as the personal identification code (PIN code) or other code, or
 - e) the Card Holder was not able to make the statement due to the fault of the payment service provider.
- If the Account Owner is not a consumer or a microenterprise, then the restricted liability provisions of this section shall not apply to the Account Owner.
- 5.47. In view of section 3.27., any overspending generated by any wrong balance information attributable to any potential communication or other system error; shall also be the Card Holder's liability regarding payment of the amount.
- 5.48. Any improper handling of the PIN code or Internet Security Code or Telephone Banking PIN as well as the non-observance of provisions set out in section 5.52. shall be deemed a serious negligence; thus, the Bank shall accept no liability for any damages arising therefrom.
- 5.49. The Bank's liability for damages/reimbursement shall be subject to the prevailing legislation on cash management and shall exist to the extent specified therein. In addition to the above, the Bank shall not be liable for any failure to execute or correctly execute any Transaction initiated by an electronic means of payment if the Transaction was launched using a device (terminal) or equipment not authorized by the Bank.
- 5.50. Should a Bank Card be blocked, the Bank shall immediately inform the Card Holder of blocking as well as of the reasons thereof over the phone or in writing.
- 5.51. Correction of incorrect debit transactions executed by the Bank shall be subject to the provisions of the Bank's General Terms and Conditions.
- Wilful misconduct or serious negligence**
- 5.52. **Wilful misconduct or serious negligence shall mean in particular the following cases:**
- 5.52.1. the Card Holder does not notify the Bank of the loss or theft of his/her bank card or of the event resulting in the card getting out of his/her possession (safe keeping);
 - 5.52.2. if applying for a Debit or Charge Card, the Card Holder does not inform the Bank of the fact that he/she has not received the Card and the related envelope with the PIN code within 30 days from submission of the application, or in the event of renewal of a Debit or Charge Card of the fact that he/she has not received the Card by the 25th day of the month of expiration appearing on the face of the old Card by post, in an intact condition, unless he/she had requested it to be delivered in a branch;
 - 5.52.3. the Card Holder does not notify the Bank of any unauthorized access to or obtaining of the data of his/her Bank Card (card number, name, 3-digit code on the signature strip, recording of expiration date; watching of entry of the PIN code; repeated pulling of the Bank Card through another device) or Internet Security Code and/or Telephone Banking PIN or of any reasonable suspicion thereof;
 - 5.52.4. the Card Holder does not inform the Bank immediately if the PIN code or the Internet Security Code, or Telephone Banking PIN comes to the knowledge of any unauthorized person;
 - 5.52.5. the Card Holder writes the PIN code on the Bank Card or keeps the PIN code noted down together with the Bank Card;
 - 5.52.6. the Card Holder does not keep the Bank Card at a safe place where it is always in sight, i.e. when using the Bankcard, leaves it out of hand and/or sight, or when storing the Bankcard does not check its presence with the usual care and intervals;
 - 5.52.7. the Card Holder lends the Bank Card to another person or offers it as a pledge (collateral);
 - 5.52.8. the Card Holder does not destroy the expired or lost but found Bank Card;
 - 5.52.9. the Card Holder does not inform the Bank immediately if, on the basis of the Account Statement, Credit Card Transaction Statement, the account or the Bank's SMS notification, he/she notices any unauthorized transaction, any unauthorized payment transaction conducted using an electronic means of payment, or any

unidentifiable discrepancy in the amount of the balance available;

- 5.52.10. the Card Holder signs a blank Bank Card transaction slip or any amount he/she does not acknowledge.

Confirmation of notification

- 5.53. Upon request of the Card Holder/Account Owner (and only one time for a given notification) the Bank shall provide confirmation on the date and content of the notification specified in Sections 5.37 and 5.39 free of charge. The Bank shall provide such confirmation within 15 working days for notifications made within one year, or within 30 working days for notifications made more than one year but less than 18 months before.

Reporting obligations of business entities

- 5.54. In the case of Bank Cards requested by business entities, the Client shall immediately report any of its employees leaving the company and having a Bank Card as well as the fact that such Bank Card was destroyed or returned to the Bank.

The Bank's contact information

- 5.55. Along with the Bank Card, the Bank shall provide the Card Holder with the Bank's phone number available 24/7.

6. Information supply, privacy

- 6.1. The Bank shall inform any third parties of the balance and activity of the account without the consent of the Card Holder only in cases defined by law. Disclosure of the black list to points of acceptance and points of payment as well as information given to such entities on the existence or lack of necessary coverage for a given transaction to be executed shall mean no breach of the Bank's above-mentioned obligation.
- 6.2. The Card Holder acknowledges and accepts that the Bank is entitled to provide information to the Central Credit Information System, to other organizations and authorities as well as to the organizations specified in the Bank's General Terms and Conditions on Card Holders in breach of contract under the prevailing legislative provisions.

7. Information, disputes and complaints

Subsequent information (Account Statement, Credit Card Transaction Statement)

- 7.1. The Bank shall inform the Account Owner, or the Main Card Holder in case of Credit Card, or the Account Owner in case of Business Credit Card about transactions generated using the Card and the balance of the payment account, with the content, in the manner and with the frequency as set out – for Debit and Charge Cards – in the provisions of section II.2 of the Terms and Conditions for Retail Clients as well as in the provisions of General Terms and Conditions on information supply, or – for Credit Cards – in these Terms and Conditions as well as in relevant legislation, in the form of an Account Statement, or a Credit Card Transaction Statement for Credit Cards and Business Credit Cards.
- 7.2. The Account Owner/Card Holder may also be informed of the currently available balance of his/her Debit or Charge Card(s) by using the Bank's Electronic Banking Services. Due to technical reasons, balance information available on working days during evening closing hours and on Bank Holidays is only provided for information purposes because the amount of transactions initiated during such periods does not appear in balance information.
- 7.3. If the Client is a consumer or micro-enterprise, the Bank shall charge no fee, cost or other payment obligation for making available or delivering the Credit Card Transaction Statement once in a month. If the Client is not a consumer or micro-enterprise, the Bank shall charge no fee, cost or other payment obligation for making available or delivering the Account Statement once in a year. The Credit Card Transaction Statement shall be provided to the Client by the Bank in a way accessible for future reference for a period of time adequate to the purposes of the information and which allows the unchanged reproduction of the information.
- 7.4. Upon the Account Owner's request, as a separate service, the Bank shall make available the Breakdown of Costs forming the annex of the Account Statement in several copies to the Account Owner (except the cases of exemption from charges as specified in the Terms and Conditions) against payment of an extra fee according to the prevailing List of Conditions.

- 7.5. The Bank shall issue no Credit Card Transaction Statement if the Account Owner or Card Holder executed no payment order in the Settlement Period and has not used the credit line.
- 7.6. The Bank shall prepare a Credit Card Transaction Statement (including the breakdown of costs forming the annex thereof) on the last day of the Settlement Period on the Credit Card debit and credit entries related to the Transactions conducted using the Business Credit Card, on their date, on further costs, fees, commissions and interests debited to the Credit Card Account, on the amount of Credit Line Used and Available, as well as on the balance of the Credit Card Account, and shall send it to the notification address of the Account Owner or Main Card Holder as specified in the Credit Line Agreement.
- 7.7. With the Account Owner's consent, the Bank shall send each Business Card Holder a statement containing transactions conducted using their own Business Credit Cards to the notification address(es) specified in the Annex(es) of the Credit Line Agreement.
- 7.7/A** Information on exchange rates between currencies within EEA
- 7.7/A/1.** The Bank shall send a free electronic notification (SMS) to the Card Holder for all transactions initiated in euros or in any national currency of an EEA member state other than euro, which is a currency other than the currency of the Bank Account, and which involves exchange services between EEA member states. The message contains the total currency conversion fee in the form of a percentage margin calculated based on the exchange rate applied by the Bank and on the latest available exchange rate of the European Central Bank. If several Bank Accounts in different currencies are involved at the same time during the same transaction, the Bank shall send a separate notification to the Card Holder for each Bank Account. The SMS will be sent to the notification mobile phone number registered into the Internet Security Service.
- 7.7/A/2.** In the case of consecutive transactions initiated in the same month, in the same currency, the message specified in point 7.7/A/1. shall be sent to the Card Holder only after the first transaction.
- 7.7/A/3.** The Card Holder can opt out from the notification described in point 7.7/A.1-7.7/A.2. by submitting a written statement or via Telefonbank and opt in again after the cancellation.
- 7.7/A/4.** The messages are for information purposes only, in accordance with Annex I.3 of the present Terms and Conditions the exchange rate applicable at the time of transaction authorization may differ from the exchange rate applicable at the time of the actual settlement of the transaction.
- ### Disputes
- 7.8. Following debiting of the Payment account of the Account Owner or Card Holder as paying party according to the payment order based on the Framework Agreement – unless otherwise agreed or provided for – the Bank shall make available or deliver information concerning payment transactions and the balance of the Payment account once in a month, namely an Account Statement or a Credit Card Transaction Statement along with the Breakdown of Costs forming an annex thereof to the Account Owner or Card Holder in a manner to enable the Account Owner or Card Holder to store them permanently for a period of time adequate to the purposes of the information and to display them in a format and with a content unchanged. The Account Statement and the Credit Card Transaction Statement shall have the legal effect of the balance of the current account, in other words after the establishment of the balance of the Payment account by the Bank, the Account Owner and the Card Holder shall not dispose of the individual claims on the Payment Account, only with the balance of the aforementioned Payment Account. The Account Owner or Card Holder shall inform the Bank of his/her potential requests or discrepancies in writing immediately, but at latest within 30 days from receipt of the information. Omission of the Account Owner or Card Holder to provide such notification shall be deemed as if he/she agreed with the content of the information and the amount of the balance.
- 7.9. Upon request of any Account Owner or Card Holder qualifying a consumer, the Bank shall provide the Account Owner or Card Holder qualifying a consumer with the above-mentioned information on paper at least once in a month, free of any fees, charges or any other payment obligations. The Account Owner or Card Holder qualifying a consumer may submit such a request in any Bank Branches or through the Telefonbank during opening hours.

- 7.10. The Card Holder shall lodge any complaint in connection with the Bank Card transaction or the settlement thereof in writing immediately, if possible, but at latest within 30 days from receipt of the information.
- 7.11. Notifications made over the phone shall also be confirmed in writing. In the investigation of the Card Holder's written complaint the Bank is entitled request the Card Holder the submission of a documentation providing conclusive evidence that the Card Holder has taken all expected measures to settle the correction, crediting of the disputed amount with the Business or Service Provider.
The Bank may require documents from the Card Holder that are necessary for the complaint procedure of the card organizations or the acceptor bank (in particular documents of disputed services of travel or insurance providers).
- 7.12. If the pre-reservation or reservation remains in the banking system through no fault of the Bank (e.g. the merchant having made a pre-reservation does not launch the deletion of the pre-reservation following effective payment of the invoice) but the effective transaction was booked/executed, prior to the date of automatic deletion the Card Holder shall have the opportunity to initiate the deletion with the Bank by proving that the pre-reservation may be removed (e.g. by presenting the effective invoice or the statement of deletion of pre-reservation issued by the merchant).
- 7.13. The Card Holder may assert its claim for reimbursement as determined in sections 7.14 to 7.20 within 56th days from the transaction date.
- 7.14.2. A debit transaction shall not be considered as one exceeding the amount that would have been reasonably expected of the Account Owner or Card Holder in the circumstances, if it may reasonably be supposed that
- a) the amount debited is used to cover a debt arising from a credit or loan agreement between the beneficiary and the Account Owner;
 - b) the Account Owner or Card Holder had determined the maximum amount for the payment transaction, and the amount debited was below that limit, unless, notwithstanding the provisions of this paragraph, the Account Owner credibly proves to the Bank the existence of the conditions set forth in paragraph 7.14.1.
- 7.15. When assessing the amount of payment transaction to be reasonably expected of the Account Owner or Card Holder as paying party in the circumstances, the Bank shall take into account the previous payment transactions conducted by the Account Owner or Card Holder as paying party, the provisions of the General Terms and Conditions and these Terms and Conditions as well as the circumstances of the payment transaction.
- 7.15/A. The refund shall consist of the full amount of the executed payment transaction. The credit value date for the Account Holder and the Card Holder as paying party shall not be later than the date on which the amount was debited. The Bank shall not refund the amount of the payment transaction if the Point of Acceptance/Commercial firm refunded the disputed amount or part of it to the Client. In this case the credit value date will be the credit value date of the amount refunded by the Point of Acceptance/Commercial firm. Regarding Credit cards, the difference from the value dates will be handled by the collective correction of interests and costs in order to restore the original state of the settlement of the transaction.
- 7.16. If the Account Owner or Card Holder exercises his/her right to reimbursement and wishes to lodge a claim with the Bank for reimbursement regarding the amount debited, the Account Owner or Card Holder shall attach the following documents to the claim for reimbursement submitted in writing:

Reimbursement

- 7.14.1. Following the request submitted by the Account Owner or Card Holder as paying party within fifty-six days from the debit date, the Bank shall reimburse the amount of payment transaction initiated by or through the beneficiary and approved by the paying party (or shall reject such request by giving an explanation) within ten working days in the following cases:
- a) the Account Owner or Card Holder was not aware of the amount of the payment transaction at the time of approval, and
 - b) the amount of payment transaction exceeded the amount that would have been reasonably expected of the Account Owner or Card Holder in the circumstances, provided that the registered

- a) the agreement between the Account Owner or Card Holder and the debiting party as beneficiary, making the basis of the debit transaction;
- b) a statement made by the Account Owner or Card Holder being aware of his/her criminal liability, stating that he/she was not aware of the amount of the payment transaction subject to the claim of reimbursement at the time of approving the given payment order;
- c) the original copies of the invoice and payment information sent to the Account Owner or Card Holder by the debiting party as beneficiary prior to the submission of the claim for reimbursement.

7.17. Within 10 working days from the submission of the claim for reimbursement by the Account Owner or Card Holder as paying party (including submission of all documents requested by the Bank), the Bank shall reimburse the amount of the payment transaction or reject the request by giving an explanation. If, based on the information at its disposal, the Bank decides upon rejecting the claim for reimbursement submitted by the Account Owner or Card Holder as paying party, it shall inform the Account Owner or Card Holder at the same time about the opportunities for the out of court settlement of the dispute as specified in the Bank's General Terms and Conditions.

7.18. In the event of any groundless complaint, in case of non-consumer Clients, the Bank shall be entitled to charge any costs incurred in connection with investigating the complaint to the Account Owner or Card Holder.

The Account Owner's liability

7.19. The Bank shall not be held liable for any damages arising from the Account Owner's omission to perform its obligations of providing notification to the Business Card Holder(s).

8. Termination and breach of the Bank Card Agreement

8.1. The Bank Card Agreement shall be terminated:

- 8.1.1. upon termination without cause by either party;
- 8.1.2. upon expiration of the Card if conditions of issuance for the new Card are not determined;
- 8.1.3. upon decease of the Card Holder;

- 8.1.4. upon termination of the account providing coverage for the Card, or upon expiration of the notice period if the account agreement is cancelled;
- 8.1.5. upon termination with immediate effect by the Bank or the Account Holder if the Account Holder is a consumer;
- 8.1.6. if the newly issued or replaced Card is not activated within 90 days from the last day of the month of application;
- 8.1.7. in case of renewal, if the Card is not activated by the 180th day following the last day of the expiration month indicated on the Card expired,
- 8.1.8. in the event that any of the cases specified in Sections 3.43. or 3.47. has occurred.

8.2. The Bank shall be entitled to suspend the use of the Bank Card with immediate effect – by immediately blocking the Bank Card – in the following cases:

- 8.2.1. in all cases defined by the relevant provisions of the Civil Code in case of Credit Cards;
- 8.2.2. if the Account Owner, Main Card Holder or Partner Card Holder is in serious breach of the general terms and conditions described in these Terms and Conditions;
- 8.2.3. if, according to the Bank's investigation, there is a significant change in the property, financial situation or legal status of the Account Owner or Main Card Holder which may prevent him/her from performing his/her obligations;
- 8.2.4. if the Account Owner, Main Card Holder or Partner Card Holder commits a violation of law by using the Bank Card or conducting a Transaction with the Bank Card;
- 8.2.5. in connection with the Bank's assessment referred to in section 3.42;

- 8.2.6. in the event that the Bank suspects fraudulent card use or card abuse in the course of card use (as specified in Section 4.31);
- 8.2.7. in the absence of approval as stipulated by Section 3.51;
- 8.2.8. with regard to the provisions of Section 5.52.

8.3. The Card Holder is entitled to cancel the Bank Card Agreement without cause in writing, by giving a one-month notice. In this case, the Card Holder shall reimburse all costs incurred by the Bank in connection with termination. The Bank is entitled to cancel the Bank

Card Agreement without cause in writing, by giving a two-month notice.

- 8.4. If the Card Holder is a consumer or a micro-enterprise, any Bank Card Agreement having been in force for six months or longer may be cancelled by the Card Holder free of any fees, costs and other payment obligations.

Consequences of termination of the Card Agreement

- 8.5. Upon termination of the agreement, the Card Holder shall destroy the Card and the Partner Card immediately. The Card Holder shall be liable for all damages arising from any omission to do so.
- 8.6. In the event of termination of the card agreement, the Card Holder shall settle all debts related to the Bank Card by their due dates, and at the same time provide coverage for the Bank for the payments and related bank charges incurred before the date of termination but to be settled later (arising from transactions already effected but not settled yet).
- 8.7. If the Bank Card Agreement is terminated on the basis of its sub-sections 8.1–8.2, the account serving as coverage for the Card shall not be terminated within another 1 month following termination of the Card Agreement.
- 8.8. Should a Bank Card be blocked, the Bank shall inform the Card Holder or Account Owner in advance but no later than immediately following blocking about this fact as well as the reasons thereof by post or over the phone.
- 8.9. The Bank shall not be bound by information obligations specified in section 8.8 if this would compromise the security of the Bank's operations or if performance of such obligations is excluded by law.
- 8.10. Following termination of a Card Agreement, it may occur that further liabilities arise between the parties which they shall settle between each other in particular the handling of disputed transactions. In order for the Client to be able to perform its liabilities against the Bank following termination of the Card Agreement with payment service providers, based on his/her obligations of cooperation the Client undertakes not to terminate his/her bank account agreement concluded with the Bank as part of the Framework Agreement for 30 days following termination of the Card Agreement.

Cases of termination of the credit card agreement, settlement

- 8.11. In the event of any serious breach of contract by the Main Card Holder and/or the Partner Card Holder, the Bank shall be entitled to cancel the credit card agreement with immediate effect.
- 8.12. The Account Holder if he/she is a consumer is entitled to terminate the Framework Agreement with immediate effect in case of a serious breach of contract by the Bank.
- 8.13. Reasons for termination with immediate effect shall be in particular the provisions of sections 5.52 and 8.1–8.2 in addition to sections 8.29–8.30 of these Terms and Conditions.
- 8.14. Should any credit/loan agreement concluded between the Main/Partner Card Holder or Account Owner and the Bank, or – in case of Business Credit Card – any agreement for the issue of banker's security in which the Main/Partner Card Holder or Account Owner is in the position of debtor/co-debtor/guarantor or in which the Account Owner is a client, be terminated for any reason with immediate effect, the Bank shall also be entitled to cancel any Credit Card Agreement concluded with the Main/Partner Card Holder or Account Owner with immediate effect.
- 8.15. The Account Owner or Main Card Holder is entitled to cancel the Credit Card Agreement without cause in writing, by giving a one-month notice. In this case, the Account Owner shall reimburse all costs incurred by the Bank in connection with termination. The Bank is entitled to cancel the Framework Agreement without cause in writing, by giving a two-month notice. If the Account Owner is a consumer or a micro-enterprise, any Framework Agreement having been in force for six months or longer may be cancelled by the Account Owner free of any fees, costs and other payment obligations.
- 8.16. In case of termination by the Customer, simultaneously with filing the termination, and in the case of termination by the Bank, 30 days before the ceasing of the Agreement, the Main Cardholder or the Account Owner (and/or Business Cardholder) must return all Credit Cards connected to the Credit Card Account to the Bank, including Co-Credit Cards, as well as the Business Credit Card. Business Credit Cards can be returned continuously, but Business Credit Cards will be blocked

from the date stated in the Bank's notice of termination, or on the day the Bank accepts the Account Holder's notice.

- 8.17. The Account Owner shall notify Card Holders of the termination, otherwise the Bank shall not be held liable for any damages arising from such omission.
- 8.18. On the first Credit Card Transaction Statement following termination, the Bank shall inform the Main Card Holder of the total amount of debt outstanding on the basis of the Credit Card or Partner Credit Card Agreement, as well as of the due date which shall be the last day of the Grace Period set out in the List of Conditions even if the date of termination of the agreement is earlier than that. If the date of termination of the contract is later than the last day of the Grace Period, the deadline for payment of the entire debt is the date of termination of the contract.
- 8.19. The Main Card Holder or Account Owner shall pay the Transactions – along with all relating fees and costs – conducted using the Credit Card, Partner Credit Card or Business Credit Card and received by the Bank for settlement during the month following termination of the Credit Card Agreement after the Credit Card Transaction Statement referred to in the above paragraph is issued. The Bank shall immediately inform the Main Card Holder or Account Owner of such debits in writing. The Main Card Holder or the Account Owner is entitled to pay the Bank the full amount specified in the Bank's latter separate notification immediately following receipt thereof, but at latest by the deadline fixed in the separate notification.
- 8.20. If the Main Card Holder or the Account Owner fails to pay the Bank the full amount specified in the Credit Card Transaction Statement and the separate notification by the deadline set out in section 8.18. the Bank shall be entitled to directly seek satisfaction from any Payment account(s) of the Main Card Holder or Account Owner maintained with the Bank to assert its claims without any specific consent of the Main Card Holder or Account Owner but by informing them of this fact at the same time in writing.
- 8.21. Should this be unsuccessful, the Bank shall be entitled to assert its claims in court proceedings.
- 8.22. If the Card Holder settles his/her full debt against the Bank by the deadline specified in the Credit Card Transaction Statement and the separate notification, the

credit card agreement or partner credit card agreement shall be terminated.

Legal consequences of termination of the credit card agreement

- 8.23. All debts of the Main Card Holder or Account Owner against the Bank in connection with the use of the Credit Card shall become overdue and payable in a single sum following expiration of the payment deadline specified in the notice of termination in the event of termination with immediate effect by the Bank, or in the Credit Card Transaction Statement or separate notification in the event of termination by the Main Card Holder or Account Owner.
- 8.24. From the date of termination of the Credit Card Agreement, the Main Card Holder or Account Owner shall be obliged to pay default interest as per the prevailing List of Conditions for Private Individuals (in case of Credit Card) or Corporate Clients (in case of Business Credit Card) in addition to the full debt arising from the Credit Card Agreement and outstanding as of the date of termination.
- 8.25. Termination of the Credit Line Agreement with Business Credit Card concluded with any Business Card Holder for any reason shall have no effect on the validity of any Credit Line Agreement with Business Credit Card concluded with the other Business Card Holders or the Credit Line Agreement concluded between the Account Owner and the Bank, which shall remain in force with contents unchanged.
- 8.26. Should a Credit Card or Business Credit Card be blocked, the Bank shall inform the Card Holder or Account Owner in advance but no later than immediately following blocking about this fact as well as the reasons thereof in case of Credit Card issued for a consumer on paper or on other Durable medium, otherwise by post or over the phone.
- 8.27. The Bank shall not be bound by information obligations specified in section 8.26. if this would compromise the security of the Bank's operations or if performance of such obligations is excluded by law.
- 8.28. Following termination of a Credit Card Agreement, it may occur that further liabilities arise between the parties which they shall settle between each other. In order for the Client to be able to perform its liabilities against the Bank following termination of the Credit

Card Agreement with payment service providers, based on his/her obligations of cooperation the Client undertakes not to terminate his/her bank account agreement concluded with the Bank as part of the Framework Agreement for 30 days following termination of the Credit Card Agreement.

Breach of contract

8.29. Breach of contract shall mean in particular:

- 8.29.1. if the Card Holder provides false data to the Bank in connection with the Card Agreement or Credit Card Agreement, and – in case of consumer – this had an impact on the conclusion, existence, content, or the yearly review according to section 3.57. of the agreement;
- 8.29.2. execution of or attempt to execute uncovered transactions, in case of consumer due to the Card Holder's wilful misconduct or serious negligence;
- 8.29.3. any abuse of the card, either committed or attempted, especially: changing data of the Card, transferring the Card to another person, use of the Card following expiry, violation of territorial limitations indicated on the Bank Card during the use thereof, and further use of the Bank Card whose blocking was requested;
- 8.29.4. violation of legislative provisions related to the use of the Bank Card;
- 8.29.5. use of the Bank Card contrary to the agreement (e.g. transfer);
- 8.29.6. if the Card Holder delays any of his/her payment obligations – in case of consumer more than 60 days –, or if according to the latest statement of the Bank the balance of the account does not cover the amount payable, and fails to remedy such omission within reasonable deadline specified by the Bank in its payment notice;
- 8.29.7. Initiating any transaction or disclosing the card number in order to receive credits in connection with gambling in the case of business-purpose Debit and Charge Cards.

8.30. In events of serious or recurring breach of contract, the Bank:

- 8.30.1. may immediately block the use of any Card issued for the account and publish it on a black list (the Bank shall not be liable for the consequences of blocking, but the Card Holder or Account Owner

shall indemnify the Bank for any damages and costs incurred due to blocking, and return the cards to the Bank) (Should a Bank Card be blocked, the Bank shall after the blocking – in case of Credit Card issued for a consumer before, but at latest after the blocking – immediately inform the Card Holder of blocking as well as of the reasons thereof – in case of Credit Card issued for a consumer on paper or on other Durable medium, otherwise – over the phone or in writing.);

- 8.30.2. may cancel the Card or Account Agreement with immediate effect;
- 8.30.3. may make any claim not yet due against the Account Owner or the Card Holder immediately payable;
- 8.30.4. may exercise its right of compensation regarding any financial assets of the Account Owner or Card Holder placed with the Bank;
- 8.30.5. may seek satisfaction from the securities provided by or on behalf of the Account Owner or Card Holder either in full or in part;
- 8.30.6. reject or stop the execution of payment, transfer or other type of order submitted by the Account Owner or Card Holder.

Outsourcing

- 8.31. The Bank is entitled to outsource any activities related to finances and additional financial services provided as well as any activities it is required to conduct under the law, which are aimed at data management, data processing or data storage, provided that all requirements in connection with privacy are adhered to. Organizations authorized to perform outsourced activities are contained in the annex of the Bank's General Terms and Conditions.
- 8.32. Within the framework of outsourcing, the Bank is entitled to transfer the data of the Main Card Holder, Partner Card Holder or Account Owner to the organization performing outsourced activities while ensuring adherence to the prevailing privacy requirements.

Use and remuneration of additional services

- 8.33. The Bank makes it possible for Card Holders, the Account Owner and Business Card Holders to apply for additional services as posted in the List of Conditions.
- 8.34. The fees of additional services ordered by Card Holders or Business Card Holders on the form of the service,

on the Credit Card Application Form or on the form amending the Credit Card Agreement or Framework Agreement (or on the form amending the card) shall be paid by the Main Card Holder or Account Owner to the Bank, and the Bank shall be entitled to charge the Credit Card Account with such fees.

Rules of delivery, changes in data

- 8.35. Any written statements of the Bank to the Main Card Holder or Account Owner sent to the postal address specified in the documents submitted to the Bank for the purpose of application for Credit Card, Business Credit Card or Bank Card, as well as any written statements of the Main Card Holder or Account Owner to the Bank properly sent to the Bank's above stated address as, shall be considered made known and delivered to the other party even if the sent item was actually not deliverable, or the other party did not obtain knowledge of them, and this shall apply:
- from the date of the first attempt of postal delivery;
 - if this date cannot be ascertained, from the fifth working day following the date of the second attempt of postal delivery;
 - should this date also be impossible to ascertain, or if the second attempt of postal delivery did not even take place, then on the day when the undelivered mail was returned by the post to the sender.
- 8.36. The Main Card Holder or Account Owner shall ensure that there is always a person (representative) authorized to take receipt of postal deliveries at the notification address stated above from the date of conclusion of the Credit Card Agreement or Bank Card Agreement until the termination thereof. Failing this, the defaulting party shall not refer to the absence of any person (representative) authorized to receive postal deliveries in order to obtain any benefit.

11. Effect of the Bank Card Terms and Conditions

The consolidated text of these Bank Card Business Terms and Conditions, as amended, shall enter into force 1 July 2023 and shall remain in force indefinitely.

In case of any discrepancies between the Hungarian text of the Bank Card Terms and Conditions and the present English text, the Hungarian version shall prevail.

Budapest, 27 June 2023

9. Other provisions

- 9.1. Establishment of the actual amount of loan(s) provided by the Bank against the Credit Line as well as of any related charges shall be subject to the Bank's accounting books and records.
- 9.2. The Card Holder's data shall appear on the Credit Card or Bank Card Application Form in addition to the Credit Card or Bank Card Agreement. The Card Holder shall notify the Bank in writing of any change in any of his/her data registered with the Bank and/or provided on the card application form within five days. Any notification made to the Bank regarding the change in the notification address as specified in section 8.35. of the Terms and Conditions shall only be valid if the statement is made and submitted to the Bank in the form of a private document providing full evidence or as a public document. The Card Holder shall be liable for any damages arising from any failure to provide the above notification.

10. Jurisdiction and applicable law

- 10.1. Any dispute arising between the Acceptor being a resident natural or legal person or unincorporated organization and the Bank shall be submitted to the jurisdiction of the 2nd or 3rd district Courts of Budapest in the matters falling within their competences.
- 10.2. Any legal relationships between the Acceptor and the Bank shall be governed by the laws of Hungary.
- 10.3. In all matters not provided for in these Terms and Conditions, the Bank's General Terms and Conditions shall prevail.

ANNEX

I. SETTLEMENT OF TRANSACTIONS

1. Settlement currency for transactions conducted abroad (outside Hungary) with MasterCard type cards

1.1. Settlement currency for transactions conducted abroad (outside Hungary) with MasterCard debit and charge cards

The settlement currency for transactions occurred in USD is USD, otherwise it is EUR (except for cases described in section I/3.2. of the Annex).

1.2. Settlement currency for transactions conducted abroad (outside Hungary) with MasterCard credit cards: is in all cases EUR (except for cases described in section I/3.2. of the Annex).

2. Settlement currency for transactions conducted abroad (outside Hungary) with Visa cards

USD in all cases (except for cases described in section I/3.2. of the Annex).

3. EXCHANGE RATES

3.1. In the event of domestic Bank Card transactions (conducted in Hungary based on the country code sent by the point of acceptance upon electronic identification of the transaction) where the currency of the amount appearing on the transaction slip is the same as the currency of the account covering the use of the Bank Card or of the credit line related to the credit card, the amount debited to the bank card or accounted for against the credit line shall be equal to the amount appearing on the transaction slip.

3.2. In case of transactions occurred outside Hungary (if the Acquirer is located outside of Hungary according

to electronic country identification) and the approved amount on the sales slip is Hungarian Forint and the currency is matching the currency of the Credit line behind the Credit card or the bank account behind the Debit Card, the amount of the transaction charged onto the account or the Credit line is the same amount that is approved on the Sales slip.

3.3. In the case of a credit (or cancellation) initiated by the point of acceptance or the acceptor bank, there is a difference between the amount credited and debited even if they are booked on the same accounting date, due to the difference of buying and selling rates applied by the card organization and/or the Bank.

3.4. The amount of transaction specified upon requesting authorization shall be determined using the organization's exchange rate, which may differ from the counter-value calculated by the Bank based on the exchange rate applied at the time of the effective settlement of the transaction. For natural persons retail exchange rates, whereas for not natural persons corporate exchange rates shall be applied.

II. OPTIONAL PROCEDURES FOR THE ORDER OF SETTLEMENT (RESERVATION) FOR DEBIT AND CHARGE CARDS

1. Specified order of accounts

Debiting shall take place in the first account in the order defined by the client where the necessary amount – together with the credit line if any – is available. If no account meets this requirement, debiting shall take place in the account given at the first place, up to the amount of available balance, then the system shall go to the next account. The charging of the transaction fees is done according to the fee settings of the effectively debited account.

2. Account in the settlement currency, and order of accounts

The system shall first look for an account in the currency applied by the Card Organization for settlement. If there is no such account, debiting shall take place in the order of accounts specified, as described above.

transaction is not HUF, the reservation is made on the EUR account (in the event that HUF and EUR accounts with sufficient balance are associated with the bank card) except for transactions concluded in the USA in USD, the reservations for which shall be made on the USD account (in the event that a USD account with sufficient balance is associated with the bank card). In the event that there is no USD or EUR account associated with the bank card, reservations for transactions outside of Hungary shall always be made on the HUF account (provided that there is one, and its balance covers the item; furthermore, the item shall be registered in this account as long as the given account is set as coverage for the Bank Card).

Depending on the actual card type, the currency of settlement of foreign transactions accounted for by the Bank Card Organization is USD and EUR or USD; therefore, it is recommended to set USD, EUR and HUF accounts behind the bank cards in order to save bank conversion costs.

NOTES FOR METHOD 2

A request for authorization is always received by the Bank in HUF currency, which:

- shall be converted at the daily exchange rate applied by the European Central Bank, if the original currency of the transaction is USD or EUR and the transaction is carried out on the POS / VPOS terminal provided by UniCredit Bank Hungary, or - in all other cases (if the original currency of the transaction is not HUF), the original currency of the transaction shall be converted at the rate applied by the card company.

Requests for authorization shall always arrive to the Bank in HUF which shall be converted using the exchange rate of the currency of the original transaction applied by the card organization. For domestic and those foreign transactions where the original currency of the transaction is HUF, the reservation is made on the HUF account, and in case of foreign transactions where the original currency of the

If the client specifies no settlement code on the Bank Card Application Form, the Bank shall set the settlement method by currency for debit and charge cards by default. In case the Client submits the statement about free of charge cash withdrawal to the Bank defining the Bank account – available for free of charge cash withdrawals – with the number of the debit card, and have got more than 1 Bank account connected to the card, than the free of charge cash withdrawal will be provided for the primary account as specified in the order of accounts. If the debiting of the transactions is occurring – based on above orders of debiting 1. and 2. – not on the primary bank account, the charging of due fees of the transaction will be charged according to the conditions of the account charged. In this case the Bank account – defined by the debit card number – on the statement for free of charge cash withdrawal is not the account where the transaction is debited. In this case, the Client is not entitled for free of charge cash withdrawal. If the client wishes to define a bank account on the statement for free of charge cash withdrawal not set as primary account behind the card, it is advised to register with directly the number of the Bank account.

